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**DRAFT**

**THIS AGREEMENT** is made on this the \_\_\_\_\_ Day of \_\_\_\_\_  
Two Thousand and Seventeen **BETWEEN** (1) **SMT. SHIKHA MODANI**  
(PAN : AEJPM 1038D), wife of Shri Sanjay Modani, residing at 137, S.P. Mukherjee  
Road, Kolkata - 700026, (2) **SHRI PRITHIVIRAJ DASGUPTA**  
(PAN : AFYPD 8544H), (3) **SHRI PADMANAVA DASGUPTA**  
(PAN : AGTPD 0913A) and (4) **SHRI PRIYONKAR DASGUPTA**  
(PAN : AEIPD 7920G) all sons of Late Prabir Kumar Dasgupta, all residing at  
61/L, Kalighat Road, Kolkata - 700026, hereinafter referred to as the **OWNER/  
PARTY OF THE FIRST PART** (which expression shall unless excluded by or

repugnant to the context hereof be deemed to mean and include his heirs, executors, legal representatives, successors, nominees and/or assigns) of the **FIRST PART**.

**AND**

**M/S. ESSQUARE PROJECTS (PAN : AACFE 9709L)**, a Partnership Firm, represented by its Partners, namely (1) **SHRI PRITHIVIRAJ DASGUPTA**, (2) **SHRI PADMANAVA DASGUPTA**, (3) **SHRI PRIYONKAR DASGUPTA** and (4) **SMT. SHIKHA MODANI**, having its registered office at 12, Russa Road, East 2<sup>nd</sup> Lane, Kolkata – 700033, hereinafter called the **DEVELOPER/ PARTY OF THE SECOND PART** (which expression shall unless executed by or repugnant to the subject or context hereof be deemed to mean and include its successor or successors in office and/or assigns) of the **SECOND PART**.

**AND**

**SHRI/ SMT.** \_\_\_\_\_ (**PAN:** \_\_\_\_\_),  
s/o \_\_\_\_\_, of \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as the **PURCHASER** (Which terms or expression shall unless excluded by or repugnant to the context shall mean and include their legal heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

**WHEREAS:**

- A) One Gobinda Chandra Dutta, son of Late Baikuntha Nath Dutta was the absolute owner in respect of a piece and parcel of Danga land measuring about 76 Sataks equivalent to 2 Bighas, 5 Cottah, 15 Chittaks and 30 Sq. ft. more or less situated within the then C.S. Dag No. 3867 under C.S. Khatian No. 2325 of Mouza Garagacha now Behala, J.L. No. 2, Revenue Survey of No. 83, Touzi No. 346, P.S. Behala, District 24 Parganas (South).
- B) While seized and possessed of the said land measuring about 76 Satak, said Gobinda Chandra Dutta by virtue of a registered Deed of Conveyance dated 16<sup>th</sup> April, 1934 sold, conveyed and transferred a Danga land measuring about 10 Cottahs being the demarcated eastern side out of said 76 Sataks of Danga land to one Jogomaya Dasi, wife of Probodh Chandra Mallick on valuable consideration and the same was duly registered before the Sub-

Registrar at Behala and recorded in Book No. I, Volume No. 12, pages 58 to 66, Being No. 584 for the year 1934.

- C) Though by virtue of the said Deed of Conveyance dated 16<sup>th</sup> April, 1934, said demarcated Danga land measuring about 10 Cottahs was purchased in the name of Jogomaya Dasi but she was the Benamdar of her husband Probodh Chandra Mallick, who was still in possession of the said land.
- D) While seized and possessed of the remaining portion of said 76 Sataks of said Danga land, said Gobinda Chandra Dutta further sold, conveyed and transferred a demarcated piece and parcel of Danga land measuring about 15 Sataks more or less from the south-eastern corner out of said remaining 76 Sataks of Danga land to one Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary (both since deceased) by a registered Deed of Conveyance dated 26<sup>th</sup> November, 1938 on valuable consideration, which was duly registered before the Sub-Registrar of Alipore at Behala and recorded in Book No. I, Volume No. 29, Pages 170 to 174, Being No. 1798 for the year 1938.
- E) Thus by virtue of the aforesaid Deed dated 26<sup>th</sup> November, 1938, said Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary became the joint owners of the demarcated Danga land measuring about 15 Satak equivalent to 9 Cottahs more or less situated within the then C.S. Dag No. 3867, under C.S. Khatian No. 2325, J.L. No. 2, Mouza Garagacha now Behala wherein each having undivided half share therein and constructed a tile shed structure over the aforesaid land for their residence out of their own fund.
- F) Said Jogomaya Dasi died intestate leaving behind her surviving husband said Probodh Chandra Mallick and her two sons, namely Paresh Chandra Mallick and Tarak Nath Mallick and one married daughter Smt. Anjali Laha as her legal heirs and successors.
- G) After demise of said Jogomaya Dasi, said Paresh Chandra Mallick, Tarak Nath Mallick and Smt. Anjali Laha jointly executed a Deed of Relinquishment dated 9<sup>th</sup> July, 1952 in favour of their father said Probodh Chandra Mallick to avoid any future complications regarding the possession and lawful enjoyment and lawful ownership in respect of the said land

measuring about 10 Cottahs and the said Deed of Release and/or Relinquishment was duly registered before the Sub-Registrar at Behala, District 24 Parganas and recorded in Book No. I, Volume No. 1, Pages 172 to 174, Being No. 1236 for the year 1952.

- H) Thus said Probodh Chandra Mallick became the sole and absolute owner of the said demarcated separated Danga land measuring about 10 Cottahs and while seized and possessed of the same, he, by virtue of a registered Deed of Conveyance dated 7<sup>th</sup> September, 1953 sold, conveyed and transferred a demarcated piece and parcel of Danga land measuring about 11 Satak more or less equivalent to 6 Cottahs, 8 Chittaks and 2 Sq. ft. out of said 10 Cottahs of land to said Gosto Behari Adhikary alias Gosto Chandra Adhikary on valuable consideration, which was duly registered before the Joint Sub-Registrar of Alipore at Behala and recorded in Book No. I, Volume No. 27, Pages 231 to 235, Being No. 1903 for the year 1953.
- I) After acquiring the ownership in respect of the said 6 Cottahs, 8 Chittaks and 2 Sq. ft. of Danga land by virtue of said registered Deed of Conveyance dated 7<sup>th</sup> September, 1953, said Gosto Behari Adhikary alias Gosto Chandra Adhikary constructed one tile shed structure therein measuring about 300 sq. ft. more or less and have duly mutated his name in the office of the South Suburban Municipality in respect of the said land and structure and he regularly paid municipal tax thereof as lawful owner of the said land.
- J) The aforesaid land measuring about 6 Cottahs, 8 Chittaks and 2 Sq. ft. have been duly recorded in the Revisional Settlement Record in R.S. Dag No. 11994, under R.S. Khatian No. 2299 and R.S. Dag No. 12021 under R.S. Khatian No. 6391, Mouza Behala, P.S. Behala, District 24 Parganas (South).
- K) Said Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary (both since deceased) being the joint owners in respect of said Danga land measuring 15 Sataks more or less equivalent to 9 Cottahs together with the tile shed structure constructed by them on the aforesaid land duly mutated their names in the office of the then South Suburban Municipality and used to pay the municipal tax thereof as lawful joint owners each having undivided half share therein and the aforesaid land was recorded in the record of the Revisional Settlement in R.S. Dag No. 12022,

under R.S. Khatian No. 6392 and 6393, Mouza Behala, District – 24 Parganas.

L) That said Gosto Behari Adhikary alias Gosto Chandra Adhikary while seized and possessed of as absolute owner of said land measuring about 6 Cottahs, 8 Chittaks and 2 Sq. ft. and also undivided half share of the said land measuring about 9 Cottahs more or less together with tile shed structure situated thereon, he gifted all his right, title and interest in respect of the said property to his three nephews, namely Biswanath Adhikary, Ashoke Adhikary and Dilip Adhikary out of love and affection by virtue of a registered Deed of Gift dated 28<sup>th</sup> February, 1975, which was registered on 4<sup>th</sup> of March, 1975 before the Joint Sub-Registrar of Alipore at Behala and recorded in Book No. I, Volume No. 22, Pages 59 to 62, Being No. 1077 for the year 1975.

M) Due to passage of time, said South Suburban Municipality has been merged with the Calcutta Municipal Corporation now known as Kolkata Municipal Corporation and the aforesaid property have been included within the Municipal Ward No. 130 of the Kolkata Municipal Corporation and accordingly, the said area of land measuring about 6 Cottahs, 8 Chittaks and 2 Sq. ft. with tile shed structure standing thereon have been mutated in the name of Biswanath Adhikary and Ashoke Adhikary in the record of the Kolkata Municipal Corporation being Premises No. 137, Netaji Subhash Road within Municipal Ward No. 130 vide Municipal Assessee No. 41-130-09-0138-8, though another brother of said Biswanath Adhikary and Ashoke Adhikary, namely Dilip Adhikary was also one of the joint owners of the aforesaid property, which they acquired by virtue of the said registered Deed of Gift dated 28<sup>th</sup> February, 1975 but due to inadvertence the name of said Dilip Adhikary had not been mutated in respect of the said property though he continued to be the owner of undivided 1/3<sup>rd</sup> share therein.

N) That said another property measuring about 9 Cottahs together with tile shed structure situated therein have been mutated and recorded in the office of the Kolkata Municipal Corporation as premises No. 136, Netaji Subhash Road, P.S. Behala, Kolkata – 700 034 within Ward No. 130 vide Municipal Assessee No. 41-130-09-0137-6, in the name of Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary, both since deceased.

- O) While seized and possessed of the undivided half share of the said Danga land measuring about 9 Cottahs more or less together with tile shed structure situated therein being Municipal Premises No. 136, Netaji Subhash Road, said Gopal Chandra Adhikary died intestate on 24<sup>th</sup> October, 1986 leaving behind him surviving his four sons, namely Sunil Kumar Adhikary, Biswanath Adhikary, Ashoke Adhikary and Dilip Adhikary and three married daughters, namely Gita Das, Gyatri Adhikary and Rita Adhikary as his legal heirs and successors, who thus jointly inherited the said undivided half share in respect of the said Municipal Premises No. 136, Netaji Subhash Road, P.S. Behala, Kolkata – 700 034 i.e. to say each having undivided 1/7<sup>th</sup> share out of said half share in respect of said premises No. 136, Netaji Subhash Road, P.S. Behala, Kolkata – 700 034.
- P) One of the joint owners in respect of the aforesaid property, namely Ashoke Adhikary, filed a title suit for partition against his other co-sharers being Title Suit No. 100 of 1993 in the Court of 7<sup>th</sup> Sub-Ordinate Judge at Alipore, 24 Parganas (South) in respect of property being premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034.
- Q) The aforesaid suit being Title No. 100 of 1993 was decreed in preliminary form by the Learned Assistant District Judge, 7<sup>th</sup> Court on 22<sup>nd</sup> August, 1995 wherein it has been declared that said Ashoke Adhikary, Biswanath Adhikary and Dilip Adhikary each are the owners of undivided 1/3<sup>rd</sup> share in the land measuring about 6 Cottahs 8 Chittaks and 2 Sq. ft. being Municipal Premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 and also undivided 1/3<sup>rd</sup> share each out of half share of land measuring 9 Cottahs more or less and 1/7<sup>th</sup> share each out of remaining half share of land measuring 9 Cottahs more or less with the other co-sharers, namely Sunil Kumar Adhikary, Gita Das, Gayatri Adhikary and Rita Adhikary who acquired undivided 1/7<sup>th</sup> share each out of undivided half share of said premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700034.
- R) After such preliminary decree, the aforesaid property has not yet been partitioned amongst the co-sharers, as aforesaid, by metes and bounds.
- S) Said Ashoke Adhikary, Biswanath Adhikary and Dilip Adhikary each were the owners of undivided 1/3<sup>rd</sup> share out of half share of land measuring 9 Cottahs more or less and also 1/7<sup>th</sup> share each out of remaining half share of

the land measuring 9 Cottahs more or less with the other co-sharers, namely Sunil Kumar Adhikary, Gita Das, Gayatri Adhikary and Rita Adhikary, who acquired undivided 1/7<sup>th</sup> share each out of undivided half share of land measuring about 9 Cottahs more or less together with 100 sq. ft. tile shed structure situated thereon being premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034.

T) Thus said Ashoke Adhikary, Biswanath Adhikary and Dilip Adhikary each acquired undivided 5/21<sup>st</sup> share each in respect of said piece and parcel of Danga land measuring about 9 Cottahs more or less with 100 sq. ft. tile shed structure situated therein, said Sunil Kumar Adhikary, Gita Das, Gayatri Adhikary and Rita Adhikary acquired undivided 1/14<sup>th</sup> share each in respect of the said land measuring about 9 Cottahs more or less together with 100 sq. ft. tile shed structure situated therein being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034.

U) One of the co-owners, namely Ashoke Adhikary, by virtue of a registered Deed of Conveyance dated 1<sup>st</sup> April, 2011 sold, conveyed and transferred his undivided 5/21 share equivalent to 2 Cottahs, 2 Chittaks and 13 Sq. ft. out of total land measuring about 9 Cottahs together with proportionate share of structure measuring about 100 sq. ft. situate and being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 in favour of Shri Raghu Banerjee and Shri Debasis Ghosh on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No. I, C.D. Volume No. 7, Pages 7926 to 7961, Being No. 03761 for the year 2011.

V) Another co-owner, namely Biswanath Adhikary, by virtue of a registered Deed of Conveyance dated 6<sup>th</sup> April, 2011 sold, conveyed and transferred his undivided 5/21 share equivalent to 2 Cottahs, 2 Chittaks and 13 Sq. ft. out of total land measuring about 9 Cottahs together with proportionate share of structure measuring about 100 sq. ft. situate and being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 in favour of Shri Raghu Banerjee and Shri Debasis Ghosh on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No. I, C.D. Volume No. 7, Pages 9852 to 9887, Being No. 03860 for the year 2011.

- W) While seized and possessed of the said undivided  $1/14^{\text{th}}$  share in respect of the piece and parcel of land measuring about 9 Cottahs together with the tile shed structure standing thereon being Municipal Premises No. 136, Netaji Subhas Road, said Gayatri Adhikary died intestate on 31.07.2000 leaving behind her husband, Sushil Kumar Adhikary and only daughter Amrita Adhikary, who thus jointly inherited said undivided  $1/14^{\text{th}}$  share of said Gayatri Adhikary.
- X) Said Sushil Kumar Adhikary and Amrita Adhikary jointly by virtue of a registered Deed of Conveyance dated 4<sup>th</sup> May, 2011 sold, conveyed and transferred their undivided  $1/14^{\text{th}}$  share out of said 9 Cottahs of land equivalent to land measuring about 462.75 sq. ft. more or less together with proportionate share of structure measuring about 30 sq. ft. situate and being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 in favour of Shri Raghu Banerjee and Shri Debasis Ghosh on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No. I, C.D. Volume No. 7, Pages 8725 to 8761, Being No. 04925 for the year 2011.
- Y) Another co-owner, namely Sunil Kumar Adhikary, by virtue of a registered Deed of Conveyance dated 10<sup>th</sup> August, 2011 sold, conveyed and transferred his undivided  $1/14^{\text{th}}$  share out of said 9 Cottahs of land equivalent to land measuring about 462.75 sq. ft. more or less together with proportionate share of structure standing thereon measuring about 30 sq. ft. situate and being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 in favour of Shri Raghu Banerjee and Shri Debasis Ghosh on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No. I, C.D. Volume No. 16, Pages 3371 to 3405, Being No. 08896 for the year 2011.
- Z) Another co-owner, namely Dilip Adhikary, by virtue of a registered Deed of Conveyance dated 14<sup>th</sup> December, 2011 sold, conveyed and transferred his undivided  $5/21$  share equivalent to 2 Cottahs, 2 Chittaks and 13 sq. ft. out of total land measuring about 9 Cottahs together with proportionate share of structure measuring about 100 sq. ft. situate and being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 in favour of Shri Raghu Banerjee and Shri Debasis Ghosh on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24



Parganas (South) and recorded in Book No. I, C.D. Volume No. 25, Pages 15385 to 15420, Being No. 13087 for the year 2011.

- AA) While said Smt. Gita Das and Smt. Rita Adhikary seized and possessed of and peaceful use and enjoyment of undivided 1/7<sup>th</sup> share jointly in respect of the said piece and parcel of land measuring about 9 Cottahs with structure standing thereon, they, by virtue of a registered Deed of Conveyance dated 14<sup>th</sup> December, 2011 jointly sold, conveyed and transferred their undivided 1/7<sup>th</sup> share equivalent to land measuring about 925.50 sq. ft. more or less together with proportionate share of structure measuring about 60 sq. ft. situate and being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 in favour of Shri Raghu Banerjee and Shri Debasis Ghosh on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No. I, C.D. Volume No. 25, Pages 15456 to 15491, Being No. 13089 for the year 2011.
- BB) After purchasing the aforesaid property being premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 by virtue of the aforesaid 6 (six) registered Deed of Conveyances, as stated herein before, Shri Raghu Banerjee and Shri Debasis Ghosh, being the Purchasers therein, detected some typographical mistakes regarding the particulars of Dag Nos. in all the aforesaid Deeds executed in their favour and as such for rectification of the aforesaid mistakes all the previous Owners and/or Vendors in the said respective Deeds duly executed 6 separate Deed of Declarations and/or Deed of Rectifications all dated 17<sup>th</sup> March, 2012 inter alia rectifying the aforesaid mistake in respect of the Dag numbers, which were duly registered before the Additional Registrar of Assurance, Kolkata being Deed Nos. 02319, 02322, 02321, 02324, 02320, 02318 all for the year 2012.
- CC) Thus said Shri Raghu Banerjee and Shri Debasis Ghosh, by virtue of said six registered Deed of Conveyances and also the said six registered Deed of Rectification/Declaration, became the absolute Owners in respect of the piece and parcel of land measuring about 9 Cottahs together with structure standing thereon measuring about 100 sq. ft. being Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 and have also mutated their names in the record of the Kolkata Municipal Corporation and also in the record of the BLRO and constructed further tin shed structure

therein having a total area of 2100 sq. ft. and otherwise entitled to deal with the same.

DD) The present Owners being interested to purchase the aforesaid property being municipal premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 having an area of land measuring about 9 Cottahs together with structure standing thereon having an area of 2100 sq. ft. , they, by virtue of a registered Deed of Conveyance dated 27<sup>th</sup> April, 2015, from said Shri Raghu Banerjee and Shri Debasis Ghosh on valuable consideration and the said Deed was registered before the District Sub-Registry Office – II and recorded in Book No. I, C.D. Volume No. 7, Pages 1640 to 1669 being No. 04603 for the year 2015.

EE) By virtue of another registered Deed of Conveyance dated 27<sup>th</sup> April, 2015, the present Owners also purchased another contiguous plot of land measuring about 6 Cottahs, 8 Chittaks and 2 Sq. ft. together with tile shed structure standing thereon having an area of 300 sq. ft. being premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata – 700034 from said Shri Raghu Banerjee and Shri Debasis Ghosh on valuable consideration and the said Deed was registered before the District Sub-Registrar Office – II and recorded in Book No. I, C.D. Volume No. 7, Pages 1610 to 1639 being No. 04602 for the year 2015.

FF) Since the present Owners purchased two contiguous plot of lands having a common access to both the plots from the main road, they, in order to have common right of use and enjoyment of the said passage running from 16' – 10 ½" to 56' – 4" from the main road to the respective plots, as aforesaid, they also entered into a registered Agreement of Easement of Right of Way amongst themselves, which was also registered before the DSR – II, Alipore.

GG) The present Owners having acquired the absolute Ownership in respect of the aforesaid two distinct plots have decided to construct a complex consisting of 2 separate buildings in the aforesaid properties having common access and common facilities in both the buildings.

HH) At the time of purchasing the aforesaid two plots, the present Owners took financial assistance from the Party of the Second Part / Developer and for which it was initially agreed that the Owners shall get the aforesaid property

developed by the Party of the Second Part and the amount received by the Owners from them shall be treated as refundable security deposit in the proposed project.

II) The Party of the Second Part is a Developer having sufficient infrastructure and experience and the Owners being interested to get the aforesaid property, being premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700034, developed, hereby authorize / appoint the aforesaid Developer, and accordingly, they have already agreed to get the aforesaid property developed by the Developer by constructing a multi storied building therein.

JJ) The Developer has also entered into another Development Agreement with the Owner in respect of the adjacent property being premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata – 700034 for construction of a multi-storied building thereon. Accordingly, the Developer, with the consent and concurrence of the Owners of both the properties have decided to utilize certain common facilities and/or common amenities for utilization of the flat owners of both the building to be constructed at the said properties including common paths and passages thereof.

KK) Pursuant to the said arrangement, both the Owners and the Developer have agreed to the basic terms and conditions for such development and accordingly, pursuant to such basic terms and conditions, the Developer has already progressed for basic work for such development.

LL) Pursuance to the said Development Agreement, the Development commenced construction of the proposed building as per the sanctioned plan obtained from the Kolkata Municipal Corporation being Sanctioned No. \_\_\_\_\_ dated \_\_\_\_\_ and both the Owner and Developer have duly demarcated their respective allocations as per the said proportion in the proposed building.

MM) By virtue of the said Development Agreement, the Developer thus entitled to deal with its allocation in the said newly constructed building.

NN) The present Purchasers, being interested to acquire one self contained flat, measuring \_\_\_\_\_ Sq. ft. (more or less) (super built-up area) on the \_\_\_\_\_ floor, consisting of \_\_\_\_\_ bedrooms, one dining cum drawing, \_\_\_\_\_

bath cum privies, one kitchen together with \_\_\_\_ covered car parking space together with proportionate share of land corresponding thereto, being Premises No. \_\_\_\_\_ Kolkata – 700034 within the limit of Kolkata Municipal Corporation under Ward No. 130 (MORE FULLY DESCRIBED IN THE Second Schedule hereunder written) hereinafter referred to as the “said Flat/Unit and Car Parking spaces and Servant Quarter”, approached the Developer and accordingly, the Developer agreed to allocate and/or cause to transfer the said flat, car parking space out of its allocation at or for a total consideration of Rs. \_\_\_\_\_/= (Rupees \_\_\_\_\_ only) which includes the value of Covered Car Parking of Rs. \_\_\_\_\_/= (Rupees \_\_\_\_\_ only), towards the cost of construction of the same and also towards the cost for Purchasers’ undivided proportionate share or land corresponding to the said flat and car parking space to be paid by the Purchasers in the manner as stated in the Third Schedule hereunder written free from all encumbrances, charges, liens, attachments, whatsoever.

**NOW THIS AGREEMENT WITNESSETH as follows:**

1. That in this agreement unless it be contrary or repugnant to the context the following definition shall have the following meanings :

**A) OWNER** shall mean (1) **SMT. SHIKHA MODANI** (PAN : AEJPM 1038D), wife of Shri Sanjay Modani, residing at 137, S.P. Mukherjee Road, Kolkata – 700026, (2) **SHRI PRITHIVIRAJ DASGUPTA** (PAN : AFYPD 8544H), (3) **SHRI PADMANAVA DASGUPTA** (PAN : AGTPD 0913A) and (4) **SHRI PRIYONKAR DASGUPTA** (PAN : AEIPD 7920G) all sons of Late Prabir Kumar Dasgupta, all residing at 61/L, Kalighat Road, Kolkata – 700026 and their legal heirs, representatives, executors, administrators and/or assigns.

**B) DEVELOPER** shall mean **M/S. ESSQUARE PROJECTS** (PAN : AACFE 9709L), a Partnership Firm, represented by its Partners, namely (1) **SHRI PRITHIVIRAJ DASGUPTA**, (2) **SHRI PADMANAVA DASGUPTA**, (3) **SHRI PRIYONKAR DASGUPTA** and (4) **SMT. SHIKHA MODANI**, having its office at 12, Russa Road, East 2<sup>nd</sup> Lane, Kolkata – 700033 and its successors in office and/or assigns.

C) **PURCHASERS** shall mean (1) **SHRI** \_\_\_\_\_  
(PAN : \_\_\_\_\_, s/o \_\_\_\_\_,  
of \_\_\_\_\_ P.S. \_\_\_\_\_  
and their legal heirs, executors, administrators, legal  
representatives and/or assigns.

D) **PREMISES** shall mean the Municipal Premises No. 136, N.S.  
Road, P.S. Behala, Kolkata - 700034, within the limit of Kolkata  
Municipal Corporation under Ward No. 130 containing an area of  
9 Cottahs be the same a little more or less together with tile shed  
structures standing thereon having an area of 2100 sq. ft. and more  
fully and particularly described in the First Schedule appearing  
hereunder.

E) **FLAT/UNIT** shall mean on self contained Flat/Unit measuring  
about \_\_\_\_\_ Sq. ft. on \_\_\_\_\_ floor in the proposed building to  
be constructed in the said building at Premises No. 136, N.S.  
Road, P.S. Behala, Kolkata - 700034 within the limit of Kolkata  
Municipal Corporation under Ward No. 130 including all fittings  
and fixtures therein and/or appurtenant thereto and is hereby  
agreed to be constructed by the Developer for and on behalf of the  
Purchasers and more fully described in the Second Schedule  
hereunder written.

F) **PARKING SPACE** shall mean open/covered car/scooter/two-  
wheeler parking space reserved for the Purchasers in the portion of  
the ground floor of the premises.

G) **BUILT UP AREAS** shall mean the built up area measuring at  
floor level of the said flat/unit taking the external dimension of the  
flat/unit.

H) **PROPORTIONATE OR PROPORTIONATE SHARE SHALL  
MEAN THE UNDIVIDED IMPARTABLE PROPORTIONATE  
SHARE IN THE LAND AS FULLY DESCRIBED IN THE First  
Schedule hereunder written and also the proportionate share in the  
common portion and in all other common rights and liability**

including the common expenses. Provided that where it refers to the share of the Purchasers in the rates and/or taxes are being respectively levied i.e. in case the basis of any levy by area, and/or rental and/or income and/or user respectively of the respectively Units of the Co-owners.

I) **BUILDING PLAN** shall mean the plan or plans of the proposed buildings for residential/commercial purpose only to be constructed on the Municipal Premises No. 136, N.S. Road, P.S. Behala, Kolkata - 700034 within the limit of Kolkata Municipal Corporation under Ward No. 130, as sanctioned by Kolkata Municipal Corporation being Sanctioned No. \_\_\_\_\_ dated \_\_\_\_\_ and/or modified thereof.

J) **NEW BUILDING and/or MULTISTORIED BUILDING** shall mean the building to be constructed on the said Premises No. 136, N.S. Road, P.S. Behala, Kolkata - 700034 within the limit of Kolkata Municipal Corporation under Ward No. 130 by the Developer in accordance with the plan or plans sanctioned by the authorities concerned.

K) **ARCHITECT** shall mean the architect as may be appointed jointly by the Owner and the Developer from time to time and shall include such person or persons, firm to firms, company to companies who shall have requisite qualification and experience for such appointment.

L) **SALEABLE SPACE** shall mean the space in the new building/buildings available for independent use and occupation by the Developer after making due provisions for common facilities and the space required thereof and after providing the Owner's allocations.

M) **COMMON AREAS IN THE BUILDING** shall mean staircase, right over the service area, corridor, and all other areas in the ground floor, etc. Which are excluded with the area of the flat.

- N) OTHER COMMON AREAS AND/OR FACILITIES** shall mean the open areas situated at the aforesaid property including the part/unallocated driveway and other common facilities and/or amenities situated therein.
- O) COMMON PORTION** shall mean the common portion in the proposed building as fully described in the Seventh Schedule hereunder written.
- P) COMMON EXPENSES** shall mean the expenses described in the Sixth Schedule hereunder written.
- Q) CO-OWNERS** shall mean according to its context mean all persons who have agreed to own flat/unit of the proposed building including the development for the unacquired flats/units till acquired by others.
- R) ASSOCIATION** shall mean the Association to be formed by all the co-owners of the proposed building through the Developer only.
- S) DEVELOPMENT AGREEMENT** shall mean the Agreement for development entered into by and between the Owners and the Developer dated \_\_\_\_\_.

Words importing singular shall include plural and vice versa and the words importing masculine gender shall include feminine and vice versa and similarly words importing neuter gender shall include masculine and feminine gender.

2. That by the Developer Agreement thereto as mentioned herein before, the Owner has agreed to sale the undivided proportionate right title interest in the land attributed to the Developer's allocation in the proposed building to the Developer and/or its nominee or nominees and accordingly, the Developer also agreed to purchase from the Owner the said proportionate share of land either by itself or through its nominee or nominees and/or on behalf of the Purchasers and the Developer shall contrast the building thereon including the Owner's

allocation thereof free of cost on the terms and conditions as contained in the said Agreement for Development.

3. The Purchasers after being fully satisfied about the marketable title in respect of the aforesaid property and also the right, title and interest and/or authority of the Developer, agreed to acquire one self contained flat measuring \_\_\_\_\_ Sq. ft. (more or less) (super built-up area) on the \_\_\_\_\_ floor, consisting of \_\_\_\_\_ bedrooms, one dining cum drawing, \_\_\_\_\_ bath cum privies, one kitchen together with one covered car parking space together with proportionate share of land corresponding thereto being Premises No. 136, N.S. Road, P.S. Behala, Kolkata - 700034 within the limit of Kolkata Municipal Corporation under ward No. 130 (as fully described in the Second schedule hereunder written) and all other common facilities and/or amenities attached thereto and also to get construction of the said unit/flat and other common portion through the Developer only with certain terms and conditions agreed between the parties hereto as records herein.
4. The Purchasers has agreed to purchase the said aforesaid flat and car parking space together with undivided proportionate variable share of land corresponding thereto at Premises No. 136, N.S. Road, P.S. Behala, Kolkata - 700034 within the limit of Kolkata Municipal Corporation under Ward No. 130 (more fully described in the Second schedule hereunder written) hereinafter referred to as the "said Flat/Unit and Car Parking Space" in the said building, approached the Developer, and accordingly Developer agreed to allocate and/or cause to transfer the said flat and car parking out of its allocation at or for a total consideration of Rs. \_\_\_\_\_/= (Rupees \_\_\_\_\_ only) and the said amount have been agreed to be paid by the Purchasers towards the cost of consideration of the said unit/flat and car parking space and also towards the cost for Purchasers' undivided proportionate share of land corresponding to the said flat/unit and car parking space.
5. The Purchasers also agreed to get the said flat/unit and car parking space constructed and completed by the Developer and also the common portions at or for a price as mentioned hereunder written and



on the terms and conditions as herein contained. The aforesaid price has been agreed to be paid by the Purchasers to the Developer in the manner as set out in the Third Schedule hereunder written.

6. The Purchasers has duly inspected, seen and approved the plan and has no objection hereto and has also agreed and/or do hereby agree that the Developer may make such variations and/or modifications therein as may be deemed necessary or as may be required to be done by the Developer at its instant including the right to make further construction on the common roof portion after obtaining approval from the Kolkata Municipal Corporation but before obtaining completion certificate from Kolkata Municipal Corporation.
7. That over and above the essential services and/or amenities and/or facilities like lift, shaft, lift machine room, overhead tank, Disc Antenna (if any) etc. the Purchasers shall also have the common right in respect of the ultimate roof of the proposed building and both the Owner and the Developer shall have the full right to deal with their respective allocation including the right to make further construction thereon and the Purchasers agreed and undertake not to raise any objection against the same.
8. The Purchasers has also prior to the execution of this agreement taken inspection of the Original Agreement and has satisfied himself/herself and has accepted status & all title deeds of the Developer and the Owner in respect of the land and/or building and/or the Common Portions and agrees not to question the same or put any requisitions henceforth with regard thereto.
9. The Developer also hereby assures the Purchasers and confirms that the said flat as well as the land appurtenant thereto are not subject to any encumbrances, charges, liens, lispences or liabilities of any kind whatsoever and the entire property, land and structure thereon has clear and marketable title, and that the developer has not raised any loan against the said 'flat and car parking space'.
10. The Developer shall not commit any breach of the Development agreement and shall observe and perform all the terms covenant and

conditions expecting those which have already been performed and shall keep the Purchasers indemnified against all actions suits proceeding costs, expenses, demands and charges as may be occasioned by reason of any breach or negligence of such terms, conditions and covenants and action done or caused to be done by the Developer.

11. Any amount paid by the Purchasers to the Developer in terms aforesaid shall not carry any interest.
12. The sale of an undivided proportion variable share in the land shall be free from encumbrances but subject to the other provisions hereto.
13. The Developer shall construct and complete the said flat/unit and car parking space in the manner as mentioned in the Fifth Schedule hereinafter. The same relates to the said flat/unit and car parking space by the date of delivery fixed within 24 months from the date of this agreement subject to the Purchasers' making punctual payment and observing and performing the terms and conditions and covenant as, are on their part to be observed and performed as herein contained and unless prevent by force majeure or for any other reasons beyond control; of the Developer.
14. In spite of the Purchasers being ready and willing to make payment of the said consideration money within the stipulated period and in manner as stated above, in case the Developer fails to complete the construction of the aforesaid flat/unit and/or car parking space and deliver the possession thereof to the Purchasers within the said stipulated period of 24 months, in such case over and above the Purchasers' right to sue the said Developer and the Owner/Vendor for specific performance of the contract shall also be entitled to realized interest on the amount paid till that date together with interest @12% per annum until completion of the building and delivery of possession of the aforesaid flat/unit and car parking spaces and servant's quarter.
15. The Developer shall within the date of delivery, construct, install and/or complete, the common areas in the manner and with the general amenities and provisions as described in the Seventh Schedule

hereto (in so far as it relates to the Common Areas) and as be necessary for ingress and egress to and/or complete the flat/unit and making the flat/unit habitable and tenantable and the remaining parts of the Common Portions shall be constructed and/or completed by the Developer with in a reasonable time and in the manner and with the general amenities and provisions as described in the Seventh Schedule hereto (in so far as such remaining part of the Common Portions are concerned).

16. In addition to the said consideration and/or the price payable as aforesaid the Purchasers shall also pay to the Developer all charges for making any addition or alteration and/or for providing any addition additional work and/or for providing any additional work and/or for providing any additional facilities and/or utilities in or relating to the flat/unit as to be done at the request of the Purchasers in place of and/or in excess of those mentioned in the Fifth Schedule of the Development Agreement therein provided that if any work or provision is made for the Purchasers in common with the Co-owners shall bear and pay the same proportionately to the Developer before such work is carried out.

17. All payment if any, in terms of clause 15 hereinabove shall be made forthwith by the Purchasers to the Developer on demand.

18. It is clarified that if by reason of such additions and/or alterations and/or for providing any additional work and/or facilities and/or utility as aforesaid, any delay is made in completion of the construction of the Unit/Flat, and the Common portions thereby causing delay in the delivery thereof from the agreed date of delivery the Developer shall not be liable for any damage or costs.

19. Upon delivery of possession of the Unit/Flat and the Car Parking space the Purchasers shall be entitled to use and possess the same and every part thereof exclusively and to the rent issue and profits thereof. Provided, however, the Purchasers shall not be entitled to let out the flat/unit and car parking space separately or in other words the car parking space shall be treated integral of the Flat/unit.

20. In case the Purchasers commit default in payment of the said amount as mentioned in the third Schedule hereunder written and/or observing the covenants herein contains within the stipulated period in such case the Purchasers shall be liable to pay interest on the balance @12% per annum till payment and in case such default continues for a period of more than two months, in such case the Developer shall be entitled to cancel this Agreement by giving 15 days notice to the Purchasers and refund the entire consideration money paid till that date without any interest after deduction 10% of the total consideration money.
21. In case the Developer condone such default of the Purchasers as aforesaid, in such event the same cannot be construed as waiver of such right of the Developer for default on the part of the Purchasers for payment of the balance consideration money within the stipulated time.
22. The Purchasers shall not for any reason, whatsoever, obstruct the Developer's completion of construction of any part of the building and/or the proposed building notwithstanding any temporary inconvenience to the Purchasers in enjoyment of the Unit/Flat and car parking space and the Common portions.
23. The Purchasers shall not for any reason whatsoever obstruct the Developer and/or the Owner in this transferring the remaining share in the land and/or the other portion of the proposed building and/or parts thereof to any person or persons.
24. During the period of construction of the proposed building, until delivery of possession of the aforesaid unit/flat and car parking space the same will be at the risk of the Developer and the Developer shall be solely responsible for all consequences thereof till date of delivery of possession to the Purchasers from which date the Purchasers shall be solely responsible in respect of the said flat/unit and car parking space.
25. On completion of the aforesaid building, the Developer shall serve a notice to the Purchasers for taking possession of the aforesaid flat within 15 days from the date of receipt of such notice, in such case the