

SUVENDU GHOSH

**DRAFT**

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE made this the \_\_\_\_\_ day of \_\_\_\_\_ 2023

BETWEEN

1) **SRI ASOK KUMAR GHOSH**, Pan No. AYSPG0319G, Aadhaar No.3536 9754 1931, Voter I.D.Card No.XVM2110807, 2) **SRI ALOK KUMAR GHOSH**, Pan No.AYBPG3300L, Aadhaar No.6239 7178 5490, Voter I.D.Card No.XVM2096964, 3) **SRI ASHIS KUMAR GHOSH, alias Ashish Ghosh**, Pan No.AYSPG0257F, Aadhaar No.9518 5975 9898, Voter I.D.Card No.WB/20/134/525049, all are S/o Sri Dilip Kumar Ghosh, all are residing at-178, Vivekananda Road, 4) **SRI SUVENDU GHOSH**, Pan No. DROPG8507G, Aadhaar No.4971 3437 1709, Voter ID No.XVM 2388601, S/o Late Kalipada Ghosh, residing now at 178 previously 178/1 Vivekananda Road. All are P.O. NewBarrackpur, Present P.S.- NewBarrackpur Previously Ghola (Khardah), Kolkata -700131, District- North 24 Parganas, all are by faith - Hindu, by Nationality – Indian, by Occupation–S.L. No.1 Business rest are Service, all *are called the VENDORS/OWNERS* (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, executors, and administrators, legal representatives and permitted assigns) of the **FIRST PART**.

AND

The Vendors herein represented through their Constituted Attorney **SRI SAJAL CHAKRABORTY**, Prop of Chakraborty Construction, Son of Late Satikanta Chakraborty, residing at-227/1, 2No. Municipal Market, Ward No.3, P.O.-NewBarrackpur, Present P.S.- NewBarrackpur, Previously-Ghola (Khardah), Kolkata -700131, District- North 24 Parganas, Pan No.ADXPC3443K. by virtue of a registered Development Power of Attorney dt.16/03/2023 which was recorded in Book No. -I, C.D. Volume No.1501/2023, Pages 70461 to 70488, being/Deed No.150102035 in the year 2023 registered at.D.S.R-1.North 24 Parganas, Barasat.

-AND -

**CHAKRABORTY CONSTRUCTION** represented by its Proprietor **SRI SAJAL CHAKRABORTY**, Son of Late Satikanta Chakraborty, having its office and residing at-227/1, 2No. Municipal Market, Ward No.3, P.O. NewBarrackpore, Present P.S. -NewBarrackpur, previously-Ghola(Khardah), Kolkata -700131, District- North 24 Parganas, Pan No.ADXPC3443K. by faith - Hindu, by Nationality – Indian, by Occupation– Business,

For Chakraborty Construction

Sajal Chakraborty

Proprietor

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hereinafter called the **PROMOTER /DEVELOPER** (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, excluded, administrators, representative and assigns of the SECOND PART.

- AND -

\_\_\_\_\_ Pan No. \_\_\_\_\_ D/S/W/o  
\_\_\_\_\_ residing at - \_\_\_\_\_ P.O.  
\_\_\_\_\_ Present P.S. - \_\_\_\_\_ District- \_\_\_\_\_ by-faith  
\_\_\_\_\_, by Nationality-Indian, by Occupation- \_\_\_\_\_ hereinafter referred to as the

**"INTENDING PURCHASER/s"**(Which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their heirs, excluded, administrators, representative and assigns of the THIRD PART.

i) WHEREAS the VENDORS/Owners jointly and are lawfully seized and possessed or is otherwise well and sufficiently entitled to a piece and parcel of land measuring more or less 3 (Three) Cottahs 3 (Three) Chitack 32(Thirty Two) Sqft out of which one Bastu land measuring an area 2 (Two) Cottah 11(Eleven) Chitacks 32 (Thirty Two) Sqft being Municipal holding No.178 and another land measuring about 8(Eight) Chitack) more or less in Municipal Holding No.178/1, both are lying and situated in Mouja- Masunda, J.L. No.34, Resa No.96, Touji No.169, R.S. Khatian No.2010, C.S. Dag No.987, 988, 989, R.S. Dag No.987/3564. 988/3569, 989 (as per parcha) Now R.S. Dag No. 3564,3569,989(P) (online website) L.R. Dag No.3102, L.R. Khatian No.993,2010,62, Ward No.3, under NewBarrackpore Municipality, Present P.S NewBarrackpur Previously- Ghola(Khardah), Sub- Registry Office presently -Sodepur, previously- Barrackpore, Kolkata-700131 District North 24 Parganas morefully and particularly described in "A" schedule herein.

ii) WHEREAS that the land measuring more or less 5 Cottahs or equivalent to 8 ¼ decimal more or less lying and situated in Mouja- Masunda, J.L. No.34, R.S. Khatian No.2010, C.S. Dag No.987, 988, 989, R.S. Dag No.987/3564. 988/3569, 989 (as per parcha) Now R.S. Dag No. 3564,3569,989(P) (as per Website/deed) L.R. Dag No.3102, L.R. Khatian No.993,2010,62, being Municipal Holding No.178, Ward No.3, under NewBarrackpore Municipality was allotted in favour of the VENDOR'S Grandmother Hiran Bala Ghosh (now deceased) W/o Lt Harendranath Ghosh as refugee by the NewBarrackpore Co-operative Homes Limited in the year of 12/3/1953, but at that time the NewBarrackpore Co-operative Homes Ltd

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had no power to execute any deed. After getting the aforesaid land, the Hiran Bala Ghosh seized and possessed over the same by making kutchha building thereon and started to reside thereon with her family members. During her exclusive physical possession, the Hiran Bala Ghosh died leaving her only two son a) Dilip Kumar Ghosh and Kalipada Ghosh (now deceased) as her legal heirs and successors in respect of the aforesaid property. Prior to her death, her husband Harendranath Ghosh was died. After death of Hiran Bala Ghosh, her two son the Dilip Kumar Ghosh and Kalipada Ghosh mutated their name in the local municipality and admitted as a members of the NewBarrackpore Co-operative Homes Limited. In the mean time, the NewBarrackpore Co-operative Homes Limited obtained power to issue deed to their Allottee or legal heirs of allottees. Subsequently the Dilip Kumar Ghosh and Kalipada Ghosh being the legal heirs of Hiran Bala Ghosh as well as being the members of the NewBarrackpore Co-operative Homes Limited got the aforesaid plot of land in two part one is identification plot No.(A) land measuring about 2 Cottah 11 Chitacks 32 Sqft vide Holding No.178 in the name of Dilip Kumar Ghosh the father of the VENDOR/Land owner No.1 to 3 herein by virtue of a registered deed of Conveyance which was recorded in Book No.-1, Volume No.16, Pages from 202 to 209, being/deed No.662 for the year 1999, and another is identification plot No(B) land measuring about 2 (Two) Cottah 11(Eleven) Chitacks 25(Twenty Five) Sqft vide Holding No.178/1 in favor of Kalipada Ghosh (now deceased) father of the Vendor/Land Owner No.4 herein by virtue of a registered deed of Conveyance dt 02/02/1999, recorded in Book No.1, Volume No.10, Pages from 137 to 144, being/deed No.653 for the year 1999 both registered at D.S.R.-1, North 24 Parganas, Barasat.

iii) WHEREAS by virtue of a registered deed of Conveyance being/deed No.662 for the year 1999dt the Dilip Kumar Ghosh **father of the VENDOR /Land owner No.1(One) to 3(three)** become the owner of the Bastu land measuring about 2 Cottahs 11 Chitacks 32 Sqft being identification plot No.(A) being Municipal Holding No.178, Ward No.3, under NewBarrackpore Municipality and mutated his name in the local municipality and started to reside thereat with his family members by paying rates and taxes.

iv) AND WHEREAS, during his exclusive physical possession, the Dilip Kumar Ghosh transferred/donated the aforesaid Bastu land measuring about 2(Two) Cottahs 11(Eleven) Chitacks 32 (Thirty Two) Sqft being identification plot No.(A) lying and situated in Mouja- Masunda, J.L. No.34, R.S. Khatian No.2010,C.S. Dag No.987, 988, 989, R.S. Dag No.987/3564. 988/3569, 989 (as per parcha) Now R.S. Dag No. 3564,3569,989(P) (Website/deed), L.R. Dag No.3102, L.R. Khatian No.993,2010,62, being Municipal Holding No.178, Ward No.3,under NewBarrackpore Municipality the part of the A schedule Property herein in favour of the PRESENT VENDOR/LAND OWNERS No.1(One) to 3(Three) by virtue of a registered Gift deed executed on 12/12/2022 and registered on 13/12/2022, registered at D.S.R.-I, North 24 Parganas, Barasat recorded in Book No.I, Volume No.1501/2022, Pages from 355679 to 355706, being/deed No.150110203 /2022 and delivered possession thereon.

Sajal Chakraborty

Proprietor

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v) WHEREAS the PRESENT VENDOR/LAND OWNERS No.1(One) to 3(Three) after accepting the aforesaid gift from their father, they become the absolute owner of the aforesaid Bastu land measuring about 2 Cottah 11 Chitacks 32 Sqft being identification plot No.(A) being Municipal Holding No.178, Ward No.3, under New Barrackpore Municipality which is the part of the A schedule Property herein and mutated their name in the local municipality and they are in exclusive physical joint possession over the same without any disturbance from any corner of the aforesaid land.

vi) WHEREAS that another brother Kalipada Ghosh (now deceased), S/o Lt Harendra Nath Ghosh got the adjacent another Bastu land measuring about 2(Two) Cottah 11(Nine) Chitacks 25 (Twenty Five) Sqft being identification plot No.(B) lying and situated in Mouja- Masunda, J.L. No.34, R.S. Khatian No.2010, C.S. Dag No.987, 988, 989, R.S. Dag No.987/3564. 988/3569, 989 (parcha), Now R.S. Dag No. 3564, 3569 989(P) Website/deed), L.R.Dag No.3102, L.R.Khatian No.993,2010,62, being Municipal holding No.178/1, Ward No.3, under New Barrackpore Municipality from the New Barrackpore Co-operative Homes Limited by virtue of a registered deed of Conveyance dt 02/02/1999, recorded in Book No.1, Volume No.10, Pages from 137 to 144, being/deed No.653 for the year 1999. Since getting the land, the Kalipada Ghosh (now deceased) mutated his name in the local municipality and constructed the pucca building thereon and started to reside therein with his family members by paying rates and taxes till his death.

vii) WHEREAS during his exclusive physical possession over the aforesaid land, the Kalipada Ghosh transferred few land in favour of third parties and after transferred, the remaining land measuring about 8 (Eight) Chittack more or less was/is in possession till his death by paying rates and taxes in his name. Thereafter during his exclusive physical possession, over the above property land measuring about 8 (Eight) Chittack more or less, the said Kalipada Ghosh was died on 24/10/2001 leaving behind his wife Juthika Rani Ghosh (now deceased), and there son Krishnendu Ghosh (now deceased being unmarried) and Dibendu Ghosh (now deceased being unmarried) and Suvendu Ghosh the VENDOR/Land Owner No.4 herein as his legal heirs and successors in respect of the property left behind their predecessor Kalipada Ghosh.

viii) AND WHEREAS, thereafter out of three son one son Krishnendu Ghosh was died on 19/02/2009 being unmarried and thereafter another son Dibendu Ghosh was died on 24/06/2009 being unmarried and thereafter their mother Juthika Rani Ghosh was also died on 10/11/2011. Subsequently Suvendu Ghosh the VENDOR/LAND OWNER No.4 herein became the absolute owner of the property land measuring about 8 (Eight) Chittack more or less alongwith structure thereon being Municipal Holding No.178/1, present Ward No.3 of the New Barrackpore Municipality. The said property is the remaining part of the

For Mr. Praborty Construction

*Sujal Ghosh*

Proprietor



'A' Schedule property herein, and his name was duly mutated in the local municipality and he is in exclusive physical possession over the said property by paying rates and taxes upto date without any disturbance from any part/corner of the said plot of land.

ix) AND WHEREAS the VENDORS/Land Owners become the joint owner of the property mentioned in Schedule "A" hereunder written and they have got every right to sell, transfer, mortgage etc the same to third party and also got every right to develop, or execute any agreement in respect of the property describe in schedule 'A' with others the aforesaid land describe in SCHEDULE 'A' is free from all acts manners of encumbrance, attachment, lien, charges mortgage litigation whatsoever and the Vendors/Land owners have got marketable title upon the said property and the VENDORS/LAND OWNERS have also acquired good right title interest and physical possession over the said property.

x) AND WHEREAS the LAND OWNERS the FIRST PART herein jointly take a decision to raise/construct a multi-storied building on the said land describe in SCHEDULE 'A' for residential and commercial purpose after obtaining proper sanctioned plan from the New Barrackpore Municipality, and to that effect they Jointly amalgamated their aforesaid two holding into one i.e amalgamated Holding No.178 from the New Barrackpur Municipality and they become the joint owners of the above land measuring about 3 (Three) Cottahs 3 (Three) Chitack 32 (Thirty Two) Sqft more or less, but due to financial incapability and paucity of cash money of the VENDORS, they expressed their incapability to raise/construct the multi-storied building and for which the Vendors approached to a reputed DEVELOPER CHAKRABORTY CONSTRUCTION herein the party of the SECOND PART herein in respect of the land more fully and particularly described in SCHEDULE 'A' hereunder written, The DEVELOPER consider and have hereto agreed to construct a multi-storied building consisting of Several FALT/UNIT/ SHOP /APARTMENT/GARAZE etc at his own cost and expenses after obtaining the sanctioned building plan from the New Barrackpur Municipality in the name of the Vendors and to that effect they entered into a registered Development agreement dated 16/03/2023 under certain terms and condition mentioned therein by and between the FIRST PART & SECOND PART herein, which was duly executed and registered at the office of the D.S.R—I, North 24 Parganas, Barasat and recorded in Book No.1, C.D.Vol No.1501/2023, Page No.704089 to 70520, being No.150102019 for the year 2023. AND thereafter on the same day, the Vendors herein executed and registered Development Power of

For Chakraborty Construction

Sajal Chakraborty  
Proprietor

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Attorney unto and in favor of the Developer/Promoter **SRI SAJAL CHAKRABORTY**, Proprietor of **CHAKRABORTY CONSTRUCTION** to do all things deeds and acts in his name and on his behalf for the purpose of construction of said (G+3) multi-storied building including to do all acts and sell and/or any kind of transfer the Flat/Apartment/unit/Shop/Garage etc in respect of Developers allocation of the proposed multi-storeyed building in favour of any purchaser/purchasers and also received the earnest money to that effect. The said Development Power of Attorney being/Deed No. 150102035 /2023 which was registered at the office of the D.S.R.-I, North 24 Parganas.

xi) WHEREAS in the aforesaid Development agreement, it was agreed that the VENDORS the FIRST PART herein jointly shall get Owner's allocation from the Developer as follows :-

- a) LAND OWNER NO.1 to 3 shall get **2(Two)separate Residential FLAT in ENTIRE SECOND FLOOR** and
- b) **Land Owner No.4 (Suvendu Ghosh)** (being the owner of 8 Chitack of land) will get only **one residential use Flat measuring 300-350 Sqft more or less as Super built up area** in Ground Floor complete in all respect in habitable condition with common facilities amenities etc in the proposed building under the name style as **AARUSHI APARTMENT** erected on the land the A schedule herein written from the Developer.

and the PROMOTER/DEVELOPER shall get entire balance area as Promoter/Developer's allocation in the project constructed by the Developer at his own cost and expenses, including proportionate right, interest in "A" schedule property. It was further agreed that the Vendors specifically Vendors shall have no right, title and interest in the promoter allocation and at the request of promoter the SECOND PART herein, the Vendors shall execute and registered all type of transfer deeds in respect of Flat/ Apartments/Shop/Garage etc. together with proportionate share in "A" schedule property in favor of intending purchaser/purchasers as may be mentioned by the promoters.

xii) WHEREAS that in pursuance of the Development agreement and being empowered as the Power of attorney holder the Developer got a sanctioned plan from NewBarrackpur Municipality for construction of Ground + 3 storied building on the said land mentioned in "A" schedule and on the basis of the said sanctioned plan the Developer herein started to construct the G+3 multistoried building under name and style "AARUSHI APARTMENT" over the land described in the 'A' schedule hereunder written as per plan sanctioned by the NewBarrackpur Municipality at his own cost and expenses consisting the several types of self-contained independent Flat/Unit/ Apartment/Shop/Garage etc

xiv) AND WHEREAS the purchaser/s, after inspection of all documents of title deed, tax receipts, sanctioned/approved building plan in respect of the "A" Schedule property satisfied himself/ herself or his/her /their agent/ Advocate as to the marketable title, and right or assessment of the B Schedule property and proportionate share in land and also share/allocation of promoter in the said and the authority of the Developer to enter into an agreement for sale as well as of their having lawfully making constriction of said building .

xv) AND WHEREAS now being urgent need of cash money to develop the construction the promoter/vendor have agreed to sell and transfer to the purchaser/s and the purchaser has/have agreed to purchase the **FLAT vide No.**\_\_\_\_\_.measuring \_\_\_\_\_ (**Nine Hundred Twenty**) **Squire feet** (approx.) more or less as Super built up area on the \_\_\_\_\_ **FLOOR** of the building together with proportionate share of land out of Developer's allocation of the multistoried building being constructed on the land of the "A" schedule property being Holding No.178, of NewBarrackpore Municipality, for at a total consideration of Rs.\_\_\_\_\_. If measurement will be increase the excess area will be calculated as per Sqft rate.

WHEREAS

xvi) IN PURSUANCE of this agreement made between the parties herein for the purpose of total consideration of Rs \_\_\_\_\_ only at shall be paid by the purchaser to the promoter/Developer as the following manner;-

a) DESCRIPTION OF 1ST Payment OUT OF TOTAL CONSIDERATION AMOUNT.

Rs. \_\_\_\_\_ Three Lakh) only will be paid at the time execution of this agreement for sale through cheque/cash/transfer vide \_\_\_\_\_ dt -----drawn of ----- Branch \_\_\_\_\_ out of total consideration amount.

DESCRIPTION OF 2ND Payment OUT OF TOTAL CONSIDERATION AMOUNT.

2nd installment paid \_\_\_\_\_ % of the consideration amount through cheque/draft/account transfer Within \_\_\_\_\_ 2023.

c) BALANCE amount will be paid by the PURCHASER within \_\_\_\_\_ from the day of execution of this agreement but before taking the possession in the B schedule Property and/or before execution of registration of the B Schedule property, If the purchaser failing to pay money as per payment schedule mentioned in Third Schedule hereunder written within the stipulated period, the developers shall be at liberty to cancel this agreement without giving any opportunity

For Chhaborty Construction

Sajal Chhaborty

Proprietor

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to the Purchaser and the Developer/Promoter shall have liberty to transfer the said B Schedule Property to new purchaser/s, by canceling this agreement and the present purchaser's advanced money shall be refunded by the Promoter after deducting 20% of the consideration money without interest after the date of such induction of the new purchaser is made.

xvii) IN PURSUANCE of this Agreements the Developers is constructing the building and handover the possession of the B schedule property in habitable condition in favour of the PURCHASER within Twenty Four month from the date execution of this agreement subject to payment of entire consideration money by the Purchaser. Besides this the stipulated period for handover the possession in the B Schedule Property will be extended by discussion between both the parties if natural calamities like Flood,earth quake, storm, and tempest etc. occurs and any civil commotion like labor strike, happens covid-19 or anything or any injunction or litigation etc within the said stipulated period and/or any other acts of God, which are beyond the control of the developer.

xviii) NOW THIS AGREEMENT IS WITNESSETH

It is hereby agreed by and between the parties hereto as follows:-

- i) That the Purchaser/s has/have taken inspection of all papers and documents of title in respect of the Schedule properties and became satisfied as to the right title and interest of the Vendors and the Developer into the said land to the construct the building and satisfied themselves about the same in respect of the schedule properties and shall not raise any objection and or requisition with regard thereto.
- ii) The Vendors and Confirming Party/developer have agreed to sell and transfer and the purchaser have agreed to purchase a self contained FLAT morefully and particularly described in SECOND or "B" SCHEDULE herein on the building under name and style "AARUSHI APARTMENT" on the of First schedule being premises/ amalgamated holding No.178, Vivekananda Road, P.O. & Present P.S.- NewBarrackpur, Previously- Ghola(Khardah), under Ward No.3(7) of NewBarrackpur Municipality, District North 24 Parganas and hereafter for the sake of brevity referred to as B Schedule Property alongwith other properties and proportionate share in land with all common portion or portions etc free from all encumbrances, lines and mortgage litigation and attachments whatsoever or however at or for the total consideration morefully and particularly described in earlier. Which shall be



payable by the Purchaser/s to the Developer in the manner of the THIRD SCHEDULE hereunder written. The time for payment is essence of the contract.

iii) That the Purchaser/s agrees and bound to pay the consideration amount to the Developer under this agreement as per payment schedule mentioned in the Third Schedule hereunder written, subject to the provision contained herein the Vendors and the Developer shall not be bound to give any notice to the PURCHASER/S demanding such payment and in case of default of payments, the Purchaser/s shall not be entitled to plea non service of demand notice as an excuse for non payment subject to the payment as per payment schedule hereunder written.

iv) Details specification of the construction and other amenities are seen and approved by the Purchaser/s.

v) That the total consideration of the B schedule property is Rs.25,50,000/- (Twenty Five Lakh Fifty Thousand) including proportionate cost of transformer alongwith one A/C connection. Besides the Purchaser/s also bound to pay GST as per guideline of the Govt of India if applicable and took the purchaser meter on his/her/their name in his/her/their own cost and expenses.

viii) To observe fulfill and perform the covenants hereunder written including those for the common purposes mentioned and described in the both schedule hereunder written and shall regularly and punctually pay and discharge all other out going in connection with the said land and the building and in particular the common portions proportionately.

THE FIRST SCHEDULE "A" ABOVE REFERRED TO  
(Description of the entire property as to be developed)

ALL THAT piece and parcel; of BASTU land measuring an area of Total **3 (Three) Cottahs 3 (Three) Chitack 32 (Thirty Two) Sqft (more or less)** out of which

Bastu Land area **4 (Four) Chitack 16 (Sixteen) Sqft** more or less in C.S.Dag No.987, R.S.Dag No.987/3564 (Parcha) now R.S. Das No.3564 (Online website)

AND Bastu Land area **9 (Nine) Chitack 23 (Twenty Three) Sqft** more or less in C.S.Dag No.988, R.S.Dag No.988/3569 (Parcha) now R.S. Das No.3569 (Online website)

And Bastu Land area **2 (Two) Katha 5 (Five) Chitack 38 (Thirty Eight) Sqft** more or less in C.S.Dag No.989, R.S. Dag No.989(P) (as per Parcha and Online website)

**Totaling 3 (Three) Cottahs 3 (Three) Chitack 32 (Thirty Two) Sqft** and now 100 Sqft structure but thereon shall be erected one G+3/4 storied pucca building under name and style as Aarushi Apartment lying and situated in Mouja- Masunda, J.L. No.34, Resa No.96, Touji No.169, R.S.Khatian No.2010, C.S. Dag No.

987, 988, 989, R.S. Dag No.987/3564 988/3569, 989(p) (as per parcha) Now R.S. Dag No.3564, 3569, 989(P) (as per Website), L.R. Dag No.3102, L.R. Khatian No.993, 2010, 62,  **Holding No.178(after amalgamated)** (Previous Holding No.178 & 178/1), adjacent Vivekananda Road, Ward No.3, within the local limits of NewBarrackpore Municipality, Present P.S.-NewBarrackpur Previously- Ghola (Khardah), Sub- Registry Office presently -Sodepur, previously- Barrackpore, Kolkata-700131, District North 24 Parganas which is butted and bounded by - Butted and Bounded by

ON THE NORTH : Anandyadhara Apartment.  
ON THE SOUTH : Municipal road (Vivekananda Road by Lane).  
ON THE EAST : Property of Avijit Deb.  
ON THE WEST : Vivekananda Road.

**THE SECOND SCHEDULE "B" ABOVE REFERRED TO**

ALL THAT piece and parcel of self contained/independent residential use **FLAT** vide No. measuring a little more or less approx. \_\_\_\_\_ consisting of \_\_\_\_\_ Bed room, \_\_\_\_\_ Living-cum-Dinning, - \_\_\_\_\_ Kitchen, \_\_\_\_\_ Bathroom cum Privy and \_\_\_\_\_ Balcony with all fittings and fixtures lying on the \_\_\_\_\_ **FLOOR** North West corner/side of the G+3 Storied Building under name and style as "AARUSHI APARTMENT" alongwith Undivided impartible Proportionate right, title, interest, share, possession of the said Land, Stair case and common easement right attributable to the said Flat of the said Building standing on the said Land mentioned in FIRST SCHEDULE hereunder written being Premises/amalgamated Holding No.178, Ward No.3(7), within the local limits of NewBarrackpur Municipality, Present P.S.-NewBarrackpur previously Ghola(Khardah), District North 24 Paraganas which is butted and bounded :-

**BUTTED AND BOUNDED OF FLAT**

On the North:- On the South :-  
On the East:- On the West :-

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**PAYMENT SCHEDULE**

OUT OF TOTAL CONSIDERATION of the "B" schedule hereunder :-

Date	Cash/Cheque/transfer No.	Bank	Branch	Amount
a)				
b)	_____ % will be paid within _____			
c)	Balance amount will be paid within _____			



THE FOURTH SCHEDULE ABOVE REFERRED TO  
NOT AVAILABLE FOR SHOP/ GARAZE  
(Common portions, areas, and Facilities include)

- a. The Corridors, Lobbies, stair, stairs, Stair case Ways and entrances and exits of the building.
- b. Concealed electrical wiring and fitting and fixtures for lighting in the staircase, lobby, common passage and other common areas in the building and the said land.
- c. Drains & Sewers from the building to the Municipal ducts.
- d. Staircase and lobbies of flooring having lighting fixtures and windows with steel grills works.
- e. Water pump and meter together with the space required therefore, overhead water tank and distribution pipes from the tank of different units.
- f. Water and evacuation pipes from the units to drains and sewers common the building.
- g. Boundary walls and Main Gates at the said land.
- h. The said land described in the First Schedules herein above written but other than those cemented areas for parking of cars exclusive to any unit of our chasers by making extra expenses by the purchaser.
- i. It is clarified that the common portions shall include the open space reserved in the said land surrounding the said building left open as per Building Regulations. That only portion of place in roof for water tank and the parapet walls of the building also are a part of common portion for all the Co-owners of the building, except the shop owners. The Co-Owners including vendor except the Promoter/Developer is not entitled to make any kind of Temporary or permanent construction on the roof of the building or on the common space or open space unless specifically provided with hereto except Developer.

THE FIFTH SCHEDULE ABOVE REFERRED TO  
(Common Expenses)

1. The expenses for maintenance, operating of White washing painting, repairing, re-decorating and lighting the common portions including the outer walls of the building .
2. Expenses and Deposits for supplies of common utilities to the co-owners.
3. Municipal and other rates and taxes and levies and all outgoing save those separately assessed or incurred in respect of any unit.
4. Costs of establishments and operation of the Association its formation relating to common purpose.
5. Litigation expenses incurred for the common purpose.
6. Office Administrative overhead expenses incurred for the common purpose.
7. All other expenses & outgoing which may be deemed by the Association upon its formation to be necessary or incidental for the common purposes.



8. Electric point will be provided 3 points on every shop ft if necessary more per point will be charged @ Rs.750/- Per point for flat/shop/Unit.

THE SIXTH SCHEDULE ABOVE REFFERRED TO

(Easements)

The purchaser and other co-owners shall be entitled to all rights. Privileges, vertical and lateral supports, easements, quasi- easements, appendages and/or appurtenances what so ever belonging to and/or in any appertaining to their respective flats/apartments of the building or herewith used held used occupies or enjoyed or reputed to be know as part here after more fully specified.

1. The right to access in common with the Co-owners of the building at all times and for all normal domestic purposes connection with the use and enjoyment of the said Flat/Apartments in the said building.
2. Shop owner /Shop occupier or SHOP /Garage intending purchaser no right to use or entire into the residential complex or common portion specified for FLAT OWNERS.
3. The right of way in common as aforesaid and all times and for all purpose connected with the reasonable use and enjoyment of the respective flats of the co-owner comprised within the said building and the said land.
4. The rights of paths and passage in all the common portions for the Gas, electricity, water from and to the respective flats of the co-owners and the water tank of the building through pipes, drains, wise and conduits lying or being in under through or over the said building and the said land as far as they may be reasonable for the beneficial occupation of the Areas of the co-owners for all purpose whatsoever.
5. The right of passage of utilities including connections for the telephones, television, Pipes Cables, conduits etc. though each and every part of the building including the said unit.
6. Right to support, shelter and protection of each portion of the building by other and or others thereof as far they protected the same.
7. The absolute unfettered and unencumbered right over the common portions subject to the terms and condition herein contained.
8. Such rights, supports, easements and appurtenances as usually held used, occupied or enjoyed as part or parcel of the said unit.
9. The right with or without workmen are necessary supply of materials of the purchases to enter from time to time upon the other parts of the building including the other units for the purpose of repairing so far as may be necessary such pipes, drains wires and conduits and for the purpose of Rebuilding, Repairing or cleaning and part of portions of the said building in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entries and in all such cases excepting emergency upon giving 72 hours previous notice in writing of the intention so to enter to the co-owners effected thereby.



10. The right to stair case in common with co-owners of the building. The roof right will not give to the purchaser only except the space for overhead tank.
11. Electric point will be provided only 25 points on each FLAT if necessary more per point will be charged @ Rs. 750/- Per point.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Covenants regarding management and maintenance of the common portions and the common expenses and the common purpose).

1. Construction: 1.1 The purchaser has examined the facilities, fittings and fixtures would be provided in the building including the said unit and then has satisfied himself with regard hereto and also the nature, scope and expend of the benefits, rights and interest would be provided to the purchaser and shall not make any claim or demand what so ever against the other parties hereto as provided and confirmed by the promoter/Developer details written hereunder.

FOR ALL FLAT /UNIT/APPARTMENT/SHOP/GARAGE

Construction: R.C, C. Rod TMT  
Walls : Outside wall 8'5' partition wall 5'.  
Paris : Only Putty With primer but without color paint.  
Floor : Victified Tiles only for flat. Shop/Garage floor only Cement.

FOR ONLY FLAT/ APPARTMENT

Toilet : Conventional Floor tiles & 5' height Glazed tiles with pan/commode.  
Kitchen C2 (Black stone) gas slab and black stone Sink, 2 1/2 feet height glazed tiles over gas slab and Sink.  
Doors: All Wooden frame and Main entrance is decorative door and rest flash door and P.V.C.  
Windows; Almunium window with glass fittings.  
Water linwa; Concealed with polythene pipes & conventional Fittings.  
LIFT. 24 hours lift facility.  
Electric Wiring: Concealed wiring with conventional wires and fitting concealed line and in total only 25 (Twenty)Five points under 5 Am including only one 15 Amp in each FLAT, if necessary more point will be charged @ Rs.750/- (Seven Hundred Fifty) Per point. Except Gyser, Mixture Grinder etc.  
Outside Waste Pipe ; Rain water pipe, Soil line : all iron/polythene pipes.  
Water supply : Deep tube well with sub marshal pump and overhead Tank and Reservoir.  
EXTRA : Any extra work other than our standard schedule shall be charged extra as decided by the Developers' authorized Engineer and such amount shall be deposited before the execution of such extra work.

Construction work will be done by the skilled labors as per Specimen and conditions mentioned above under Diploma Engineer and overall supervision by a B.E. Engineer. The purchaser may inspect the construction work at any time after obtaining permission from the promoter or his agent but without disturbing the work.



## FOR SHOP/GARGE

No facility of electric wiring, water, toilet including Paris. Floor tiles will be available for Shop or Garage. But exceptional if electric wiring will be provided only 3(Three) points in each SHOP if necessary more per point will be charged @ Rs.750/- Per point.

### 2. Transfer and Dismemberment:

2.1.The properties and the rights hereby conveyed to the purchaser including these arising out of these presents shall be lot and shall not be partitioned or dismembered in part or parts in any manner.

2.2 That after purchased, the purchaser shall be entitled to sell, transfer, assign dispose of let out or part with possession of the said unit without any objection whatsoever on the part of the vendor or other co-owners promoter/Developer.

2.3.Notwithstanding the aforesaid no transfer shall be effected, of any sort by purchaser unit such time the purchaser pay and discharge all the debts and liabilities to the Developers and the Association upon its formation.

2.4.Subject to the provision contained in this deed and subject to the provisions of law for the time being force, the purchaser shall be entitled to exclusive ownership possession and enjoyment of the said unit together with all the benefits rights and facilities as herein specified provided the properties hereby conveyed to the purchaser will be habitable and transferable as other immovable properties save and except subject to the extent elsewhere herein contained.

2.5.In case of any transfer if the purchaser divests himself of the ownership of the said unit then such transfer shall be accompanied by the transfer of all interest and the purchaser may have in the Building and the said land and /or association and such transfer shall subject to be condition herein contained and that the transferee shall become a member of the association if formed by such time and abide by all the covenants and pay all amounts payable of and by the purchaser hereunder and such transferee shall also have all the right's as the purchaser may be hereunder. Moreover any transfer shall not be in any manner inconsistent herewith and the covenants herein shall run with the land.

### 3. MUTATION, TAXES AND IMPOSITION

3.1.The purchaser shall apply for and have the said unit separately assessed for the purpose of assessment of municipal rates and taxes if and in so far as the same are allowable in law and shall also apply for and obtain mutation in his name as purchaser of the said unit and /or co-owner of the building in the relevant municipal and other records.

3.2.In case the purchaser fails to have such mutation or separation made depositing being called to do so by the possession upon its formation and functioning as the case may be such association shall be entitled to have the same effected at the cost and expenses of the purchaser.

3.3.Units such time as the flat /Apartment/Shop comprised in the said unit be not separately assessed and /or Mutated in the respect of Municipal rates and taxes or imposition the purchaser shall pay to the association upon its formation their functioning.

3.4.Upon the separation and /or mutation of the said unit for the purpose of liability of municipal rates and taxes of imposition in respect of the said direct to the NewBarrackpur Municipality.



3.5. Besides the amount of such Municipal Rates, Taxes and imposition the purchaser shall also bear and pay all other taxes impositions including if any, Urban Land Tax if any, Water Tax etc. In respect of the building and the said land proportionately and the said unit wholly.

3.6. The liability of payment by the purchaser of such Taxes imposition and outgoing will accrue with effect from the date of construction and completion of the said unit and the developer informing there about to the purchaser in writing.

3.7. The purchaser and upon its formation Association shall be at liberty to pay such sum as it may deem fit and proper fit and proper towards the aforesaid Rates and Taxes of the deposits if any, made in respect thereof.

4. MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS :

4.1. Subject to purchaser complying with their obligation hereunder and the Association shall manage and control the common portions and do all acts deeds and thing as to be necessary or expedient for the common purposes and the purchaser shall co-operate with the Association thereof.

4.2. The promoter/Developer shall transfer all its rights and obligations with regard to the common purpose including the maintenance, management control and operation of the common portions to the Association upon its formation and thereafter the association is entitled to and responsible for control and maintenance of the same and do all acts as required for the common purposes.

5. THE PURCHASER SHALL DO THE FOLLOWING :

5.1. Kept at their own costs and expenses the said unit and every parts thereof and all fixtures and fittings therein or exclusively the said Flat/Apartment/Shop property painted and in good repairs and in a neat and clean condition and as a decent and respectable place for residential purpose.

5.2. Use the said unit carefully peaceably and quietly and in the manner reasonably indicated herein or in the rules framed by the association upon its formation from time to time for their user thereof.

5.3..Use all paths for the purpose to egress and ingress to unit indicated therein including etc.

5.4. Violate any of the Rules and Regulations laid down in respect of user of the building.

5.5. Injure harm or damage the common portions of any other units in the building by making any additions or alternations or withdrawing any support or otherwise.

6 THE PURCHASER SHALL NOT DO THE FOLLOWING :

6.1 After any portion elevation of the said unit or the building otherwise then in the manner as may be agreed in writing with the association.

6.2. Not to throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuse in the common portions and particularly in the land surrounding the building save at the place indicated therefore.

6.3. Not to place or cause to be placed any article or subject in the common portions save as the permitted by the Association upon its formation in writing. And Carry or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in the said unit or anywhere else in the building.



6.4. Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the building.

6.5. Not to obstruct or object to the vendor's transferring or granting right to any person in or on the building or the further floors on the building or any part thereof save the said unit as may be inconsistent with the purchaser right hereunder.

6.7. Not to keep or store / allow to be kept stored any offensive, combustible, obnoxious hazardous or dangerous article in the said unit or the common portions of the said land.

6.8 Not to affix or draw any wires, cables, conduit, etc. From and to or through any of the common portions or other units save the manner as expressly mentioned herein or permitted by the Association in writing.

6.9. Not to keep any heavy articles or things as are likely to damage the floor or operate any machine save things be required for usual quite domestic purpose.

7. MISCELLANEOUS :

7.1. Any delay or indulgence by the vendor or the promoters or the Association in enforcing the terms of these presents or any forbearance or giving of time to the purchaser shall not be constructed as a waiver of any breach or non-compliance nor shall the same in any manner prejudice the right of the Association.

7.2. It is clarified that whenever any amount are expressly payable by the purchaser hereto the same shall wholly be payable by the purchaser in case the same relates only to the said unit and proportionately in case relates to the building unless otherwise specifically mentioned herein.

7.3. All charges for the electricity consumed in the said unit shall be borne and paid by the purchaser as the reading of the electric meter for the said unit.

7.4. As between the promoter and /or association of the one part and the purchaser of the other part, the parties shall indemnify and keep each other save harmless and indemnified and in respect of all losses, damages, claims, demands, costs, proceedings and action arising due to any non-payment of other defaults in observance of the terms and conditions hereof by the other partum but provided only that the party claiming indemnification has not failed to discharged and fulfill its obligations hereunder save due to reasonable cause.

7.5. The proportionate share of the purchaser in various matter referred to herein shall be such be determined by the developers or the society or the association or the Company or the case may be and the purchaser shall be found to accept the same notwithstanding there being minor variations therein for the sake of convenience if it is reasonable.

7.6. A notice to be served hereunder by either of the parties to the other shall be deemed to have been served on the 30 Days of the date the same has been delivered for dispatch to the postal authorities by registered post with Acknowledgement due at the last known address of the party to whom notice served unless otherwise expressly mentioned herein.



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7.7. The purchaser/s shall pay charges of the Lawyer/Advocate namely Mr. Jayanta Dey engaged by the Developer and land owner jointly herein as his consolidated remuneration in respect of agreement preparation and preparation, execution and Registration of the Deed of Conveyance or any deed as hereinafter provided. The Purchaser has liberty to verify the aforesaid deed through his/her/their advocate only at his own cost for his/her/their satisfaction.

7.8. The purchaser/s shall in addition thereto bear and pay the stamp duty payable on the agreement and sale deed and also the registration fees and other expenses in connection with the Registration in Conveyance.

IN WITNESS WHEREOF with good health and sound mind, free accord, without being any influenced from any other persons and contents read over, having fully satisfied in this presents the parties hereto set and subscribed their respective hands and seals on the day month and year first above written.

WITNESS :

1.

.....  
Signature of Vendors represented  
by their Constituted attorney.

2.

, ALOKKUMAR GHOSH.

' ALOKKUMAR GHOSH.

' ASHIS KUMAR GHOSH

Drafted by

JAYANTA DEY  
Advocate.  
Judges Court. Barasat  
Ph.-9830475477

-----  
Signature of the PURCHASER

For Chakraborty Construction

Sajal Chakraborty  
Proprietor

-----  
Signature of the Promoter/Developer



# MEMO OF CONSIDERATION

RECEIVED a sum of Rs. \_\_\_\_\_ only as the 1st installment from the within mentioned purchaser being the within mentioned earnest money as per memo below :

Date	Cash/Cheque/Transfer No.	Bank	Branch	Amount
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\_\_\_\_\_  
Total (Rupees ) Rs. /-  
as earnest money out of total consideration.

## WITNESSES

1.

-----  
Signature of Vendors represented  
by their Constituted attorney

ASOK KUMAR GHOSH

Alok Kumar Ghosh.

ASHIS KUMAR GHOSH.

2.

-----  
Signature of the Purchaser/s.

For Chakrabarty Construction

Sajal Chakrabarty

Proprietor

-----  
Signature of the Promoter/Developer.