

## **AGREEMENT FOR SALE**

This Agreement for Sale is made between the            day of            in the year Two Thousand Twenty Three (2023)

**M/S. ANUPAM GUHA & ASSOCIATES**, a Proprietorship Firm having its registered office at Premises No. 98 B, N.S.C. Bose Road, Police Station – Netaji Nagar, P.O. Regent Park, Kolkata – 700 040 represented by its Proprietor Sri Anupam Guha son of Late Sukharanjan Guha, (having Pan No. AGJPG0760G and Aadhaar Card no. 205540033591, by occupation - Business, by Faith – Hindu, residing at Premises No. 5/17, Netaji Nagar, P. S. – Netaji Nagar, P.O. Regent Park, Kolkata–700 040 , hereinafter be referred to as the “ **DEVELOPER** ” (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include its successors in office, executors, legal representatives administrators and assigns) of the **FIRST PART** ;

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Proprietor

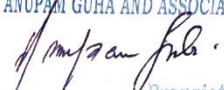
**AND**

(1) **SRI DILIP KUMAR VERMA** (Having Pan no-**AEFPV2812Q** ; Aadhaar No- ..... ; Mob No .....), by faith -Hindu, by Nationality- Indian; by Occupation- Business, residing at 61/1B, B.L. Saha Road , 3<sup>rd</sup> Floor, Flat No-9 , P.O- Alipore , P.S- Behala, Kolkata-700053, (2) **SRI VIDYA SAGAR SINGH** , Pan No- **ATTPS0036J** , son of Late Murli Dhar Singh (having Pan No- ATTPS0036J ; Aadhar No- .....; Mob No-.....) , son of Late Murli Dhar Singh , by faith -Hindu, by Nationality- Indian; by Occupation- Business, residing at 61/1B, B.L. Saha Road , 4<sup>th</sup> Floor, Flat No-13 , P.O- Alipore , P.S- Behala, Kolkata-700053. , hereinafter be referred to as the “ **OWNERS** ” (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include its successors in office, executors, legal representatives administrators and assigns) of the **SECOND PART** ;

**AND**

..... (having Aadhar No-.....; Pan No ..... Mob No ..... ) ..... presently residing at ....., hereinafter called and referred to as the “**PURCHASER**” (which term or expression shall unless excluded by or repugnant to the context mean and include ..... heirs, successors, legal representatives, administrators, nominees and assigns)of the “**OTHER PART**”.

**WHEREAS**, on 13<sup>th</sup> March 2006, one Mrinal Kanti Roy sold transferred and conveyed all that piece and parcel of Danga and Bastu balance land measuring about 5 Cottahs 12 Chittaks 30 Sq. ft. more or less out of which 2 cottahs 3 Chittaks 41 sq. Ft. appertaining to R.S. NO 334, Touzi No -18, J.L No- 31, Mouza – Ramchandrapur , Pargana – Magura , under Joka I Gram Panchayat , R.S. Khatian No- 297 , L.R . Khatian No- 1519 and J.L No 31 within Mouza – Ramchandrapur, R.S Dag No- 47 , Hal Dag No- 60, under Police Station – Thakurpukur, A.D.S.R. Office Behala , District 24 Parganas South , in favour of the said Dilip Kumar Verma . The said deed was registered at the Office of the A.D. S.R. at Behala and was

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recorded in its Book No –I, Vol No 140, Pages 377 to 397, being Deed No 6393 for the year 2006.

**AND WHEREAS**, by virtue of the two aforesaid deeds the said Dilip Kumar Verma became absolutely seized and possessed all that piece and parcel of Danga and Bastu balance measuring about 5 Cottahs 12 Chittaks 30 sq. Ft. more or less out of which 2 Cottahs 3 Chittaks 41 Sq. Ft. appertaining to Khatian No 134 , L.R Khatian No- 1519 and J.L 31 within Mouza – Ramchandrapur , R.S Dag No- 47 , Hal Dag No 60, under Police Station – Thakurpukur , A.D.S.R. Office Behala, District 24 Parganans South and all that piece and parcel of Danga land measuring 3 Cottahs 3 Chittalks 4 sq. Ft. more or less appartating to R.S No 334 , Touzi no- 18 , J.L No -31 , Mouza- Ramchandrapur ,Khatian No-397 , r.s Dag No-48 , L.R. khatian No-1519 , Parganan- Magura , Police Station – Thakurpukur , Sub registration office at alipore , district 24 parganans South , within the jurisdiction of Joka – I Gram Panchayat and enjoying the said properties free from all encumbrances.

**AND WHEREAS**, by the strength of the aforesaid manner said Dilip Kumar Verma, the present Owner herein became the absolutely Owner of the aforesaid property and while thus seized and possessed of the same duly mutated his name before the Kolkata Municipal Corporation and the property numbered as Premises No- 294, M.G.Road , Kolkata-700104 , under ward no – 142 , having assesse No- 71-142-05-0564-8 and paying taxes to the authority concern by doing all acts of ownership and its in possession of the same uninterruptedly without any obstruction from any third party.

**AND WHEREAS**, again on 13<sup>th</sup> March, 2006 , one Dr. Uttam Kumar Saha sold transferred and conveyed all that piece and parcel of danga Land measuring about 3 cottahs more or less under District South 24 parganas , Sub \_registry Office at Behala , district Registry office at Alipore , parganas-Khaspur , J.L No- 31, R. S No 334 , Khatian No-397 , Dag No- 48 and 74 , Police Station –Thakurpukur , Mouza- Ramchandrapur , within the jurisdiction of Joka –I Gram Panchayat , in favour of Vidya Sarag Sinha . The said deed was registered at the Office of the A.D.S.R at Behala and was recorded in itsBook no I , Vol No-140 , Pages 365 to 376 , being deed No 6392 for the year 2006.

**AND WHEREAS**, again on 14<sup>th</sup> August 2006 one Dr. Smt Parul Tudu and Dr. Uttam Kumar Saha sold transferred and conveyed all that piece and parcel of Danga Land measuring

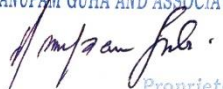
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about 4 Cottahs 9 Chittaks more or less and also 0 Chittaks 38 Sq. Ft. more or less totalling to 4 cottahs 9 Chittaks 38 Sq. Ft. appertaining to R. S. No 334, Touzi no-18 , J.L No-31 , Mouza –Ramchandrapur, Khatian No-397 , R.S Dag No-18 , presently Hal dag No-61 , L.R Khatian No-1519 , Pargana –Magura , and also appertaining to Hal Dag No-60 , Khaitan No-134 , J.L No-31 , Khatian No-1519 respectively under Police Station – Thakurpukur , within the jurisdiction of Joka –I Gram Panchyat , Sub Registration Office at Alipore , District 24 Parganans South in favour of the said Vidya Sagar Singh. The said deed was registered at the Office of the A.D.S.R at Behala and was recorded in its Book No- I, Vol NO- 175, and Pages 355 to 364, being Deed No 7950 for the year 2006.

**AND WHEREAS**, by virtue of the two aforesaid deeds the said Vidya Sagar Singha became absolutely seized and possessed of all that piece of all that piece and parcel of land measuring about 3 Cottahs more or less under District 24 Parganas South, Sub- Registry Office at Behala, District Registry Office at Alipore, Parganas – Khaspur J.L No -31, R.S No- 344 Khatian No-397 Dag No-48 and 74 ,Police Station-Thakurpukur within the jurisdiction of Joka –I Gram Panchyat ,and all that the piece and parcel of danga Land measuring about 4 Cottahs 9 Chittaks 38 Sq. Ft. more or less totaling to 4 Cottahs 9 Chittaks 38 Sq. Ft. appertating to R.S No- 334, Touzi no- 18 , J.L no-31 , Mouza- Ramchandrapur, Khatian No- 397, R.S Dag No – 18 . presently Hal Dag No- 61, L.R Katian No-1519 , Pargana-Magura, and alsop appertaining to Dag no- 47 , presently Hal Dag No- 61. Khatian No- 134 , J.,L No - 31 , Khatian No- 1519 respectively under Police Station – Thakurpukur , within the jurisdiction of joka –I Gram Panchayat , Sub Registration Office at Alipore , District South 24 Pargaanas South , totalling to an area of 7 cottahs 9 Chittaks 38 Sq. Ft. and was enjoying the same free from all encumbrances.

**AND WHEREAS**, by the strength of aforesaid menner said Vidya Sagar Singh became the absolute Owner of the aforesaid property and while thus seized and possessed of the same duly mutated his name before the Kolkata Municipl corporatiobn and the property numbered as Premises No-142, having Assesse No- 71-142-05-0562-4 and paying taxes to the authority concern by doing all acts of ownership and is in possession of the same uninterruptedly without any obstruction from the third party.

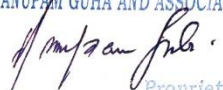
**AND WHEREAS**, the said Dilip Kumar Verma while thus seized and possessed over the aforesaid property said Dilip Kumar Verma on 21<sup>st</sup> day of july 2015 gifted undivided 4

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Chittaks of land together with structure out of his entire property measuring more or less 8 Cottahs 15 Chittaks 34 Sq. Ft. Bastu land together with easement rights attached thereto situated and lying at Mouza- Ramchandrapur, 24 Parganas –Magura J.L No 31 , R.S -334 , Touzi No- 18 under L.R khatian No- 2463 , appertaining to L.R Dag No 60,61 within the limit of the Kolkata Municipal Corporation , KMC Premises no-294 ,M.G.Road , Police Station – Haridevpur , Kolkata-700104 under Ward no-142 District south 24 Pgs unto and in favour of Sri Vidya Sagar Singh , the Owner No -2 herein . The said Deed of Gift was duly registered in the office of the ADSR Behala and recorded in Book No- I Volumn No-1607-2015 , Pages 45392 to 45409 being No- 160705652 for the year 2015.

**AND WHEREAS**, said Vidya Sagar Singh while thus seized and possessed over the aforesaid property said Vidya Sagar Singh on 21<sup>st</sup> day of July 2015 gifted undivided 4 Chittaks of land together with structure out of his entire property measuring more or less 7 cottahs 9 Chittaks 38 Sq. Ft. Bastu Land together with easement rights attached thereto situated and lying at Mouza- Ramchandrapur, 24 Parganas , Magura , J.L No- 31, Rs-334 , Touzi No – 18 under L.R. Khatian No- 2462 , appertaining to L.R Dag No 60,61 within the Limit of The Kolkata Municipal Corporation , KMC Premises No- 294/2, M.G.Road, Police Station –Haridevpur, Kolkata-700104 under Ward No 142 District South 24 Parganas unto and in favour of Sri Dilip Kumar Verma , the owner No- 1 herein. The said Deed of Gift was duly registered in the office of the ADSR Behala and recorded in Book No- I Volumn No- 1607-2015, Pages 45410 to 45427 being No-160705651 for the year 2015.

**AND WHEREAS**, the owner No 1 became the owner of the property measuring more or less 7 Cottahs 9 chittaks 38 Sq. Ft. and the owner no 2 became the owner of the property measuring more or less 8 Cottahs 15 chittaks 34 sq. ft. in the manner as aforesaid and both properties is adjacent plot with each other and also amalgamated the same into an one plot and there was no demarcation between the said property and both the owners were /are using the said property as a single property and also jointly mutated their names before the Kolkata municipal Corporation for the said properties became a single holding being known and numbered as Premises No -294 , Mahatma Gandhi Road , Under Ward no- 142 , being Assessee No- 711420505648, Police Station- Haridevpur , Kolkata-700104, District South 24 Parganas.


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**AND WHEREAS**, the owners also applied for no objection Certificate to the Office of the Competent authority, ULC & S.D.O alipore , South 24 Parganas and the said authority already issued the said No- Objection certificate being Memo No- 805/ULC/Alip/2018 dated 6/2/2018 to the Owners herein.

**AND WHEREAS**, by the strength of the aforesaid manner (1)Dilip Kumar Verma, (2) Vidya Sagar Sinha , became the joint Owners or otherwise or otherwise were well and sufficiently entitled to ALL THAT the piece and parcel of land measuring about 16 (Sixteen) Cottahs 9 (Nine ) Chittakhs 27 (Twenty Seven) sq. ft. along with 1200+200=1400 Sq. Ft. R.T. Shed Structure standing thereon situated and lying at Mouza-Ramchandrapur, Pargana-Magura ,JL No-31,R.S No-334,Touzi No-18 under LR Khatian No-2462,2463,3658,appertaining to LR Dag No-60,61,97 within the limits of Kolkata Municipal Corporation , being Premises No-294 , Mahatma Gandhi Road , Under Ward no- 142 , being Assessee No- 711420505648, Police Station- Haridevpur , Kolkata-700104, District South 24 Parganas together with the right of user of the Northen Side 53' wide M.G.Road and both the owners were/are in joint possession of their aforesaid properties by pay taxes to the concerned authority without any interruption or objection from any interruption or objection from any interruption or objection from any third party being from all encumbrances ,attaches,lines,charges etc. whatsoever with free and marketable title to transfer the same by any way to anybody for the sale of brevity the said property is to be called and referred as THE SAID PREMISES more fully described and written in the FIRST SCHEDULE hereunder.

**AND WHEREAS**, thus the present Party of the First Part herein are the absolute joint Owners of the property more fully and particularly described in the First Schedule hereunder written and hereinafter referred to as the "SAID PROPERTY" and while thus seized and possessed of the same intended to develop their property by raising a building thereon and is looking for a prospective builder/developer for the same.

**AND WHEREAS**, For this purpose the Owners by a Development Agreement dated 10.01.2019, registered at the office of the A.D.S.R Behala South 24 Parganas, recorded in registered Book no. I, Volume number from 1607 - 2019, Pages from 9234 TO 9286, being no. 160700266 for the year 2019, agreed with the Developer DILIP ENTERPRISE for construction of such building in the aforesaid KMC Premises No -294 , Mahatma Gandhi Road , Under Ward no- 142 , being Assessee No- 711420505648, Police Station- Haridevpur , Kolkata-700104, District South 24 Parganas with such terms and conditions as mentioned thereunder.

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**AND WHEREAS**, the owners have also executed a Power of Attorney dated 10.01.2019, in favour of the aforesaid developer, whereby the owner authorized the developer to construct such building upon the said premises and enter into agreement for sale of flat and execute the deed of conveyance in favour of the intending purchasers and to receive advance for booking of such flat etc. for consideration. The said power was registered at the office of the A.D.S.R ALIPORE South 24 Parganas, and recorded in its Book No. I, Volume No. 1607 to 2019, Pages from 9145 to 9172, being no. 160700281 for the year 2019.

**AND WHEREAS**, in pursuance of the agreement for development the Owners delivered possession of the land described in the First Schedule hereunder to the developer for construction of G+XI residential building along with car parking spaces thereon according to the plan which will be sanctioned by the Kolkata Municipal Corporation on the said land at KMC Premises No -294 , Mahatma Gandhi Road , Under Ward no- 142 , being Assessee No- 711420505648, Police Station- Haridevpur , Kolkata-700104, District South 24 Parganas

**AND WHEREAS**, subsequently the said Developer applied for and obtained sanction of building Plan from the Kolkata Municipal Corporation vide Sanction Building Plan No. B.P. No. 2021160388, dated 29.12.2021, in the name of the Owners herein and is yet to commence construction of the new building in and upon the said Premises at their own cost and expenses .

**AND WHEREAS** having some difficulties and because of some financial constrains as well as due to some unavoidable circumstances, DILIP ENTERPRISE represented by its Proprietor SRI DILIP DUTTA, son of Late Chittaranjan Dutta , the said Developer being the Confirming Party herein could not any further undertake the job for development and construction of new building under the provisions of the Kolkata Municipal Corporation and the Buildings Rules framed thereunder for completion of project and expressed its intention of assigning the right title and interest of the said Development Agreement to any intending party who is capable enough of taking over the said project on an as is where is basis in view of reimbursement of the expenses already incurred by the him and complete the said project smoothly.

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**AND WHEREAS** by some reliable sources **M/S. ANUPAM GUHA & ASSOCIATES**, a Proprietorship Firm represented by its Proprietor Sri Anupam Guha son of Late Sukharanjan Guha, the Developer herein approached DILIP ENTERPRISE represented by its Proprietor SRI DILIP DUTTA, son of Late Chittaranjan Dutta to undertake the aforesaid development work in the property of (1) **SRI DILIP KUMAR VERMA** son of Sri Radhe Verma , (2) **SRI VIDYA SAGAR SINGH**, son of Late Murli Dhar Singh and to fulfill and discharge the responsibility and obligations to said (1) **SRI DILIP KUMAR VERMA** son of Sri Radhe Verma , (2) **SRI VIDYA SAGAR SINGH**, son of Late Murli Dhar Singh for and on behalf of DILIP ENTERPRISE represented by its Proprietor SRI DILIP DUTTA, son of Late Chittaranjan Dutta on the basis of Back to Back Agreement i.e. on the terms and conditions that contained in the said Agreement dated 10.01.2019 with specific allotment in the allocation of shares.

**AND WHEREAS** said **DILIP ENTERPRISE** represented by its proprietor SRI DILIP DUTTA, son of Late Chittaranjan Dutta accepted the proposal of said **M/S. ANUPAM GUHA & ASSOCIATES**, a Proprietorship Firm represented by its Proprietor Sri Anupam Guha son of Late Sukharanjan Guha and accordingly informed the same to (1) **SRI DILIP KUMAR VERMA** son of Sri Radhe Verma, (2) **SRI VIDYA SAGAR SINGH**, son of Late Murli Dhar Singh and also requested them to accord their permission in the matter by a letter dated 24.03.2022.

**AND WHEREAS** after a protracted negotiations all the parties came to a final decision and accordingly (1) **SRI DILIP KUMAR VERMA** son of Sri Radhe Verma , (2) **SRI VIDYA SAGAR SINGH**, son of Late Murli Dhar Singh , accorded their permission to **DILIP ENTERPRISE** represented by its Proprietor SRI DILIP DUTTA, son of Late Chittaranjan Dutta to assign the Agreement dated 10<sup>th</sup>. January , 2019 in favour of **M/S. ANUPAM GUHA & ASSOCIATES**, a Proprietorship Firm represented by its Proprietor Sri Anupam Guha son of Late Sukharanjan Guha and having received the consent **M/S. ANUPAM GUHA & ASSOCIATES**, offered to DILIP ENTERPRISE represented by its **Proprietor SRI DILIP DUTTA**, son of Late Chittaranjan Dutta to undertake the liability and responsibility for the development and construction of buildings in and upon the said property and accordingly **DILIP ENTERPRISE** represented by its **Proprietor SRI DILIP DUTTA**, son of Late Chittaranjan Dutta by a letter dated 04.02.2022

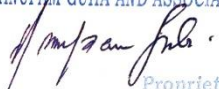
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**AND WHEREAS**, in this regards for this purpose the Owners by a Development Agreement dated 18.07.2022, registered at the office of the D.S.R – IV South 24 Parganas, recorded in registered Book no. I, Volume number from 1604 - 2022, Pages from 252593 TO 252632, being no. 160408009 for the year 2022, agreed with the **Developer M/S. ANUPAM GUHA & ASSOCIATES** for construction of such building in the aforesaid KMC Premises No -294, Mahatma Gandhi Road, Under Ward no- 142, being Assessee No- 711420505648, Police Station- Haridevpur, Kolkata-700104, District South 24 Parganas with such terms and conditions as mentioned thereunder.

**AND WHEREAS**, the owners have also executed a Power of Attorney After Registered Development agreement dated 18.07.2022, in favour of the aforesaid **Developer M/S. ANUPAM GUHA & ASSOCIATES**, whereby the owner authorized the developer to construct such building upon the said premises and enter into agreement for sale of flat and execute the deed of conveyance in favour of the intending purchasers and to receive advance for booking of such flat etc. for consideration. The said power was registered at the office of the D.S.R.- IV South 24 Parganas, and recorded in its Book No. I, Volume No. 1604 to2022, Pages from 251173 to 251190, being no. 160408025 for the year 2022.

**AND WHEREAS**, offers have been coming from the intending purchasers to the Owners and the purchaser herein is one of them who is desirous of purchasing a flat on the 9<sup>th</sup> Floor measuring more or less 928 Sq. ft ( consisting of Two Bed Rooms ,One Kitchen cum Dining , One Drawing Room , One Toilet, One W.C and One Verandha ) of the building situate and lying at Premises No. 294 , Mahatma Gandhi Road , Under Ward no- 142 , being Assessee No- 711420505648, Police Station- Haridevpur , Kolkata-700104, District South 24 Parganas., from the Developer's Allocation, as mentioned in the "SECOND SCHEDULE" below inclusive of common passages, stairs, structures, drains, lift sewerage, septic tank, water supply system, electrical installations, roof right etc. including all other common facilities and proportionate share of land hereinafter referred to as "the FLAT/UNIT" in the building as being constructed by the Developer. Along with the right of ingress and egress through the common passage leading to this property as mentioned in the "**SECOND SCHEDULE**".

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**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows: -

**ARTICLE  
- I  
DEFINITIONS**

Unless by these presents there is anything in the context or subject in consistent therewith the following shall mean:

**a. OWNER:** shall mean (1) SRI DILIP KUMAR VERMA (Having Pan no-**AEFPV2812Q** ; Aadhaar No- **7218 5922 3150** );, by faith -Hindu, by Nationality- Indian; by Occupation- Business, residing at 61/1B, B.L. Saha Road , 3<sup>rd</sup> Floor, Flat No-9 , P.O- Alipore , P.S- Behala, Kolkata-700053, (2) SRI VIDYA SAGAR SINGH , son of Late Murli Dhar Singh (having Pan No- **ATTPS0036J** ; Aadhaar No-**3129 7426 0031**; Mob No- ..... ) , son of Late Murli Dhar Singh , by faith -Hindu, by Nationality- Indian; by Occupation- Business, residing at 61/1B, B.L. Saha Road , 4<sup>th</sup> Floor, Flat No-13 , P.O- Alipore , P.S- Behala, Kolkata-700053(which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, representatives, and assigns).

**b. DEVELOPER:** shall mean **M/S. ANUPAM GUHA & ASSOCIATES**, a Proprietorship Firm having its registered office at Premises No. 98 B, N.S.C. Bose Road, Police Station – Netaji Nagar, P.O. Regent Park, Kolkata – 700040 represented by its Proprietor Sri Anupam Guha son of Late Sukharanjan Guha, (having Pan No. AGJPG0760G and Aadhaar Card no. 205540033591, by occupation - Business, by Faith – Hindu, residing at Premises No. 5/17, Netaji Nagar, P. S. – Netaji Nagar, P.O. Regent Park, Kolkata–700 040 and his respective legal heirs, successors, administrators, representatives, nominees and assigns, as the case may be.

**PURCHASER:** ..... (having Aadhar No-.....; Pan No .....; Mob No .....) residing at ....., hereinafter called and referred to as the **“PURCHASER”** (which term or expression shall unless excluded by or repugnant to the context mean and include her heirs, successors legal representatives, administrators, nominees and assigns) of the **“OTHER PART”**.

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c. **PREMISES:** shall mean the entire plot of land measuring more or less land measuring about 16 (Sixteen) Cottahs 9 (Nine ) Chittakhs 27 (Twenty Seven) sq. ft. along with 1200+200=1400 Sq. Ft. R.T. Shed Structure standing thereon situated and lying at Mouza- Ramchandrapur, Pargana-Magura Under Ward no- 142 , being Assessee No- 711420505648, Police Station- Haridevpur , Kolkata-700104, District South 24 Parganas.the particulars of such premises morefully described in the "FIRST SCHEDULE" hereunder written.

d. **TITLE DEED:** shall mean all the documents referred to hereinabove in the recital in respect KMC Premises No -294 , Mahatma Gandhi Road , Under Ward no- 142 , being Assessee No- 711420505648, Police Station- Haridevpur , Kolkata-700104, District South 24 Parganas

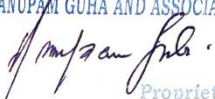
e. **BUILDING:** shall mean newly constructed building consisting of several Flats and car parkings to be constructed in or upon the aforesaid premises and shall include common areas and facilities intended for the enjoyment of the building by all the flat Owners.

f. **PLAN:** shall mean a sanctioned building plan to be obtained from The Kolkata Municipal Corporation.

g. **FLAT / UNIT:** shall mean the complete flat as to be specified in the SECOND SCHEDULE hereunder along with proportionate share of land to be calculated on gross floor area of such Flat.

h. **COMMON FACILITIES AND AMENITIES:** shall mean and include corridors, stairways, lift , passage, ways, electric motor and water pump, overhead tank, underground reservoir, roof, and other facilities and amenities which may be required for the establishment, location, enjoyment, provisions, maintenance and /or management of the building.

i. **OWNERSHIP:** shall mean the right, title and interest in the said Flat to be vested or transferred in the Purchaser(s) name in lawful and absolute right of transfer or deal with the said flat in any way and/or manner.

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j. **MAINTENANCE CHARGES:** shall mean all proportionate share of maintenance charges of the common areas and facilities as hereinabove written to be borne by the Purchaser(s) with other flat owners of the said building after the registration /possession in favour of the purchasers.

k. **SPECIFICATION:** shall mean first class and good standard materials for construction and completion of the building.

## ARTICLE - II

### TITLE INDENTURE AND DECLARATION

1. The Owners hereby declared and represent that they have good and absolute right, title and interest in the said property without any claim, right, title and interest of any other person or persons claiming under or in trust for the Owners and the Owners have marketable title to the property free from all encumbrances, liens and lispens and has entered into an Agreement with the Purchaser(s) as per terms and conditions contained in this Agreement.

2. The Purchaser/s has inspected the Title Deeds in respect of the said premises and agrees and covenants not to raise any objection thereto or not to make any requisitions in connection therewith.

## ARTICLE - III


### OWNER'S RIGHT AND OBLIGATIONS

1. That the Owners shall confirm and abide by the Development Agreement entered by them with the Developer in its letter and spirit.

2. That the Owners through their constituted attorney SRI ANUPAM GUHA , shall execute and register deed of conveyance in favour of the Purchaser of the Flat as mentioned in the SECOND SCHEDULE below as required by the Purchaser and execute a Deed of Conveyance in respect of the proportionate share of property along with the Flat as described in the SECOND SCHEDULE below in favour of the Purchaser/Purchasers and the Developer shall join as Confirming Party to confirm such sale along with proportionate share of land.

3. That the Owners shall ensure that the municipal tax and other outgoings in respect of the said property shall be paid by them upto date of actual registration of Conveyance or possession whichever is earlier.

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4. That the Owners if required by the Developer and/or by the Purchaser shall sign all papers, documents, swear affidavit and sign all other forms and requisitions for the purpose of submitting the same to the Apartment Ownership Act at the cost of the Purchaser/s.
5. That the Owners shall always give her consent for mutation of name of the Purchaser in respect of the said flat mentioned in the SECOND SCHEDULE below inclusive of all easement and common right to be purchased by the Purchaser and the other Purchaser/s.

#### ARTICLE – IV


##### SALE

1. The Developer agrees to sell and transfer to and unto and in favour of the Purchaser and the Purchaser hereby agrees to acquire ALL THAT the Flat on the 9<sup>th</sup> Floor, (Front Side) of the said building measuring 980 sq. ft of Super Built up Area, be the same a little more or less (consisting of Two . Bed Rooms, One Kitchen cum dining Room, One Toilet, One W.C and One Verandah) with the right to egress and ingress together with proportionate undivided share or interest of land of the premises attributable pro-rata to the said flat on the 9<sup>th</sup> Floor, (Front Side) of the said building situate and lying situate and lying at Premises No. 294 , Mahatma Gandhi Road , Under Ward no- 142 , being Assessee No- 711420505648, Police Station- Haridevpur , Kolkata-700104, District South 24 Parganas., from the Developer's Allocation, as mentioned in the "SECOND SCHEDULE at or for the price of Rs 32, 00,000.00(Rupees Thirty Two Lakhs) only with the right of egress and ingress to be paid by the Purchaser/s to the Developer in the manner mentioned in the THIRD SCHEDULE hereunder written.
2. **The time for all payments as per terms of this Agreement shall be the essence of this Contract.**

#### ARTICLE – V

##### DEVELOPER'S RIGHT AND OBLIGATIONS

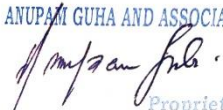
- i. That the said Flat/Unit shall be constructed in accordance with the plan which will be sanctioned by the Kolkata Municipal Corporation with such modification or alterations as may deemed fit and proper by the Developer and/or the Architect and the Purchaser/s hereby concurs with and consents to the same and hereby further agrees not to raise any objection in the event of the Developer making such alterations or modifications.

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- ii. That the Developer shall have a Conveyance executed and registered by the Owners in respect of the property in terms of the Development Agreement entered by him with the Owners in favour of the individual Purchaser.
- iii. That the Developer has taken possession of the property and started construction of the building on the property according to the plan sanctioned by the Kolkata Municipal Corporation.
- iv. That the Developer including the Owners on receipt of the full price of the Flat mentioned in the SECOND SCHEDULE below including passages, stairs, structures, drains, sewerage, septic tank, water tank, waterline, roof etc, the particular of such common areas and common facilities with civic amenities are clearly mentioned herein above with all common facilities and proportionate cost of common areas and facilities and the cost of the proportionate undivided share in the land as has been provided herein shall execute and register the Conveyance in favour of the Purchasers as and when the full consideration money is paid by the purchasers as above the Developer shall immediately deliver the possession of the Flat as mentioned in the SECOND SCHEDULE below along with all right and interest on all common facilities with co-possessors and co-owners of the building to be constructed on the land mentioned in FIRST SCHEDULE herein below written.
- v. The Developer or the Owner shall bear all taxes and outgoing in respect of the property till the date of execution and registration of the Deed of Conveyance and/or delivery of possession whichever is earlier.

**ARTICLE - VI**  
**PURCHASER/S' RIGHTS AND OBLIGATIONS**

1. To use the said Unit only for the purpose of residence and not for any other whatsoever without the prior consent in writing of the Vendors and other flat owners in this regard.
2. The Purchasers also agrees to pay the proportionate cost of insurance charges of the building against fire and damages.
3. So long as each Unit in the said building shall not be separately assessed for Municipal Taxes, maintenance charges, and water charges the Purchaser shall pay proportionate water charges, maintenance charges and Municipal Taxes and other taxes assessed on the whole building including the charges of common electricity. Such proportionate share shall be

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determined by the Owner/s/Developer on the basis of the area of such Unit of the said building.

4. The Purchasers shall not store in the said residential unit any goods of hazardous or combustible nature or which are too heavy enough to effect and/or injure the construction or the structure of the said building or the insurance of the building.

5. The Purchasers shall not decorate the exterior of the building nor shall fix any neon sign and other boards on the outside of the said residential Unit without the consent in writing of the Owners/Developer or the other flat owners.

6. The Purchasers shall permit the Owners/Developer and their surveyors or agents with or without workmen or other at all reasonable times to enter into upon the said residential Unit or any part thereof to view and examine the state condition thereof and make good within seven days from giving of such notice all defects, decays and want of repairs.

7. Save and except the right over the said Flat /Unit to be held by the Purchaser/s for residential purpose, the Purchaser/s shall not have any right, title, interest, claim or demand whatsoever or how so ever and in respect of the other flats and car parking spaces of the said residential building as well as of the said premises except the common passages and lift and other uncovered areas beneficial enjoyment of the said Unit.

8. The Purchasers shall not have any right, title, interest, claim or demand whatsoever or how so ever and in respect of the other portions of the said premises except the interest for acquiring the undivided share in the said premises.

9. The Purchasers hereby covenant with the Developer that the Purchasers shall duly and punctually pay said amount strictly as aforesaid on the date specified herein mentioned and the time in this behalf shall be the essence of the contract. If any one or more of the said amount remain unpaid by the Purchasers for 30 (Thirty ) days from the date specified for payment thereof as aforesaid then the Purchaser/s shall in respect of each and every default be liable to pay for delay of a sum calculated at the rate of 18% percent per annum of the aforesaid amount and such additional amount together with the unpaid amount or amounts shall be paid by the Purchaser/s without raising any dispute or objection thereto and similarly if the Developer fails to hand over the flat/Unit within the stipulated time save and except Force Majure then in that event the Developer shall also be liable to pay interest to the Purchaser/s for the period of delay at the rate of 18 (eighteen) percent per annum on the amount paid by the Purchaser/s.

10. The Developer shall however not wait for more than 30 Days from the date from which the amount which was to be paid by the purchaser/s becomes due. If the purchaser/s fails to

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make the payment within the said 30days then the agreement will stand cancelled and the developer will return the money which date paid to him by the purchaser/s till that date, after deducting an amount of Rs. 10,000/- (Rupees Ten Thousand) only, as a compensation of the loss suffered by the developer. The purchaser/s in that event will not raise any objection and consents to the same by signing these presents. If the purchaser/s fails to collect the money himself or through his representative then the developer will return the money by a Bank draft which will be sent to the purchaser/s address as is recorded in the agreement through registered post.

11. If somehow the purchaser/s decides to revoke this agreement and abstains from purchasing the said flat even after the title of the vendor is found to be correct and there is absolutely no defect in the vendors title and loan is also available from the banks or financial institutions, then in such an event the vendor will return the money as has been advanced by the said purchaser/s after deducting an amount of Rs. 10,000/- (Rupees Ten thousand) only.

12. If the purchaser/s decides to revoke this agreement due to a defect or lacuna in the vendor's title, then the vendor will return the entire amount as has been paid by the purchaser/s within one week without any interest.

13. The Purchaser/s paying the full consideration amount and obtaining a Conveyance of the Flat shall peaceably HOLD AND ENJOY the said apartment without any interruption by the Owner/s/Developer or any other occupants of the flat in the said building.

14. To observe and perform all rules, regulations, or restriction from time to time in force for the proper use and management of the said building.

## ARTICLE - VII

### USER

1. Possession of the said Flat/Unit shall be delivered by the Developer to the Purchaser/s on subject to payment made by the Purchaser/s as per this Agreement and Force Majure including any act of God, fire, riot, war and any other genuine case beyond the control of the Developer.

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2. The Developer and the Purchaser/s have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or shall constitute a partnership between the Developer and the Purchaser or shall be constructed as a joint venture. The said flat will be constructed by the Developer for and on account and on behalf of and as the Contractor and/or agent of the Purchasers.

**ARTICLE - VIII**  
**GENERAL**

1. Under no circumstances possession of the Flat shall be given by the Developer to the Purchaser until and unless all payments required to be made under this Agreement by the Purchasers shall have been paid in full to the Developer unless otherwise agreed by the Developer in writing by way of Specific Agreement to that effect and if the Purchasers have observed and performed the terms and conditions of this Agreement.

2. The Purchaser hereby agrees and undertakes to be member of the Society or Association to be formed in the manner hereinafter appearing and also from time to time sign and execute the necessary papers for Registration of the Society or Association including the bye-laws of the proposed society or Association and return the same to the Developer.

3. The Architect, for the time being of the said building shall have the absolute authority to ascertain and determine as to the quality and specifications of the material to be used in the said building and the Purchaser(s) hereby consents to the same.

4. All amounts, which shall become due and payable to the Developer by Purchasers as per the terms of this agreement shall be and remain a charge on the Purchaser/s's entire right title and interest in the said Unit/Flat and common portions.

5. Courts of Kolkata only shall have jurisdiction over all matters and disputes therein.

6. All letters receipts and/or notice to be served by the Owners/Developer on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by registered or speed post at their address specified above unless otherwise specially agreed to in writing.

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**ARTICI-E – IX**

**DOCUMENTATION AND PROFESSIONAL CHARGES**

1. All cost and expenses for preparation, execution and registration for the conveyance and all other documents to be executed by all parties hereto shall be paid and borne by the Purchasers.
2. The Purchasers shall remain liable and undertake to make payments towards cost of Non Judicial. Stamps cost of folios and volume writing, registration fees, and other local expenses for the preparation, execution and registration fees, and other miscellaneous expenses for the preparation, execution and registration of the conveyance to be made in favour of the Purchasers by the Owner/Developer. Such payments shall be made by the Purchasers in addition to the fees of Advocate, as agreed to be made by the Purchasers.

**FIRST SCHEDULE ABOVE REFERRED TO**

[Premises No. 294, Mahatma Gandhi Road, Under Ward no- 142, being Assessee No- 711420505648]

All that piece and parcel of land measuring more or less measuring more or less land measuring about 16 (Sixteen) Cottahs 9 (Nine ) Chittakhs 27 (Twenty Seven) sq. ft. situate and lying at Mouza-Ramchandrapur, Pargana-Magura with in the limits of Kolkata Municipal Corporation known and numbered as Premises No. 294, Mahatma Gandhi Road, Under Ward no- 142, being Assessee No- 711420505648Sub registry Office at Alipore District 24 Parganas South which is butted and bounced as follows:-

ON THE NORTH: 53 ft.wide MG Road

ON THE SOUTH: Land of Dayal Biswash

ON THE EAST: 8 ft wide road

ON THE WEST: Land of divine fellowship

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**THE SECOND SCHEDULE ABOVE REFERRED TO****(The said Flat)**

All that the said residential Flat on the \_\_\_\_\_ Floor, (Front Side) of the said building measuring \_\_\_\_\_ Sq. ft of Super Built up Area be the same a little more or less (consisting of Two Bed Rooms, One Kitchen cum dining Room, One Toilet, One W.C and One Verandah) with the right to egress and ingress together with proportionate undivided share or interest of land of the premises attributable pro-rata to the said flat on the 9<sup>th</sup> Floor, (Front Side ) of the said building situate and lying at Premises No. 294 , Mahatma Gandhi Road , Under Ward no- 142 , being Assessee No- 711420505648, Police Station- Haridevpur , Kolkata-700104, District South 24 Parganas.,

**THE THIRD SCHEDULE ABOVE REFERRED TO****CONSIDERATION AND MODE OF PAYMENT**

The Purchasers shall pay to the Developer a total consideration of Rs 00, 00,000.00 (Rupees \_\_\_\_\_) only, towards the price of the Flat and the proportionate undivided share of interest in the land comprised in the said premises and attributable to the said Flat. The total sum of Rs 00, 00,000.00 (Rupees \_\_\_\_\_) only, shall be paid by the Purchaser to the Developer in the following manner: -

1	ON SIGNING OF THIS AGREEMENT	10%
2	AFTER REGISTRATION OF AGREEMENT FOR SALE & 2ND FLOOR CASTING	10%
3	4th FLOOR CASTING & COMPLETION OF BRICK WORK UPTO 2th FLOOR	10%
4	6th FLOOR CASTING & COMPLETION OF BRICK WORK UPTO 4th FLOOR	10%
5	8th FLOOR CASTING & COMPLETION OF BRICK WORK UPTO 6th FLOOR	10%
6	10th FLOOR CASTING & COMPLETION OF BRICK WORK UPTO 8th FLOOR	10%
7	ROOF CASTING & COMPLETION OF BRICK WORK UPTO 10th FLOOR	10%
8	ON COMPLETION OF INSIDE PLASTER	10%
9	ON COMPLETION OF OUTSIDE PLASTER & SANITARY FITTINGS	10%
10	ON POSSESSION / REGISTRATION	10%

**Total: \_\_\_\_\_ /- (Rupees \_\_\_\_\_)**

**THE FOURTH SCHEDULE AS ABOVE REFERRED TO**  
**GENERAL SPECIFICATION OF WORK**  
**MANNER OF COMPLETION OF NEW BUILDING**

**GENERAL SPECIFICATION OF WORK**  
**MANNER OF COMPLETION OF NEW BUILDING**

<u>AREA/ROOM</u>	<u>FLOOR FINISH / BRICK WORK</u>	<u>WALL&amp;CELLING FINISH OUTSIDE – 200 MM, PARTITION – 75 MM IN BETWEEN FLATS – 125 MM</u>
<b><u>A.GROUND FLOOR</u></b>		
1.PARKING AREA	Concrete paved surface.	White washing over cement plaster.
<b><u>B.TYPICAL FLOOR</u></b>		
1. <u>STAIR CASE</u>	Marble	Putty work over cement plaster.
<b><u>2.FLAT INTERIORS</u></b>		
2.a) LIVING /DINING	Vitrified Tiles(2'0" x 2'0")	Putty work over cement plaster.
2.b) BED ROOMS	-Do-	-Do-
2.c) KITCHEN	Anti Skid Tiles	4ft height Glazed tiles over kitchen platform. Black stone Kitchen platform .
02.d) TOILETS	Anti Skid Tiles(12"x12")	6ft height Glazed tiles fitted from the floor.
3. <u>ROOF FINISH</u>	Grey Cement Tiles over Water proofing treatment.	

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4. EXTERNAL FINISH Exterior Emulsion Paint or equivalent paint over treated plaster surface.

## 5. DOORS

### 5.a) ALL DOORS OR EQUIVALENT : -

Factory made both side commercial Phenol Bond flush door shutters fitted on Seasoned Sal Wood Frame, painted with synthetic enamel paint alongwith aluminum fittings. Collapsible gate will be fitted at the main entrance in the ground floor of the building.

**6. WINDOW:** All windows are made with integrated Aluminum with glass Panel & grills

## 7. SANITARY

- 7.a) WASHBAN White vitrious china ware with I.S.I. fittings.
- 7.b) W. C. Western pattern W.C. with low down cistern white in colour.
- 7.c) SHOWER C. P. shower rose with hot and cold water provision including I.S.I. C.P. fittings.
- 7.d) KITCHEN Steel Sink.

## 1. ELECTRICAL:

All electrical wirings will be concealed type with suitable capacity copper wire. Separate metering system shall be provided at extra cost.

No. of points in each flat. :

AREA/ ROOM	FAN	LIGHT	AMP 15	AMP 5	EXHAUST FAN	T.V	A.C.
Living/ Dinning	2	4	1	2	-	1	-
Bed Room	1	2	-	1	-	-	1
Kitchen	-	2	1	1	1		
Toilets	-	2	1	-	1	-	-

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands and seal on the day, month and year first above written.

**SIGNED AND DELIVERED**

**at Kolkata in presence of**

**WITNESSES:**

1.

---

SIGNATURE OF THE OWNER

2.

---

SIGNATURE OF THE DEVELOPER

---

SIGNATURE OF THE PURCHASER



**MEMO OF CONSIDERATION**

Received from the above mentioned purchasers the above mentioned sum of Rs.  
00,00,000.00 (Rupees \_\_\_\_\_) only, in the following manner:-

Date	Mode of payment	Bank Name & Branch	Amount
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**Total:** \_\_\_\_\_  
**Rs. 00,00,000.00**

(Rupees \_\_\_\_\_) only

**IN PRESENCE OF  
WITNESSES: -**

1.

2.

\_\_\_\_\_  
**SIGNATURE OF THE DEVELOPER**