

(1) **UJJAL PRASAD CHATTOPADHYAY** son of Late Amal Prasad Chattopadhyay, (2) **SMT. ANGUR BALA CHATTOPADHYAY** wife of Late Amal Prasad Chattopadhyay, both are residing at G.N.Mukherjee Street, Munseffdanga, P.O. & P.S. & District- Purulia, West Bengal, (3) **SMT. SHILPI MUKHERJEE** wife of Sri Sambaran Mukherjee daughter of Late Amal Prasad Chattopadhyay, residing at Basudeb Heritage Apartment, Manoram Nagar, 2nd floor, District- Dhanbad, Jharkhand, (4) **SMT. PROMILA CHATTOPADHYAY** wife of Late Nirmal Prasad Chattopadhyay, (5) **SRI NILESH PRASAD CHATTOPADHYAY** son of Late Nirmal Prasad Chattopadhyay, both are residing at North Lake Road, P.O. & P.S. & District- Purulia, West Bengal, (6) **SMT. USHASI MUKHERJEE** wife of Sri Madhumay Mukherjee and daughter of Late Nirmal Prasad Chattopadhyay, residing at "Sabari", Anandham, Munsiffdanga, P.O. & P.S. & District- Purulia, West Bengal (8) **SMT. MANASI ADHIKARY** wife of Sri Debasish Adhikary and daughter of Late Nirmal Prasad Chattopadhyay, residing at Ketika, P.O. & P.S. & District- Purulia, West Bengal, (9) **SMT. TAPASI MUKHERJEE** wife of Sri Rabindranath Mukherjee and daughter of Late Nirmal Prasad Chattopadhyay, residing at North Link Road, P.O. & P.S. & District- Purulia, West Bengal, (10) **SRI PRASANTA RAKSHIT** son of Late Sasanka Sekhar Rakshit, residing at "Sabari", Anandham, Munsiffdanga, P.O. & P.S. & District- Purulia, West Bengal, all by faith- Hindu, by occupation- Housewife and Business etc. by nationality- Indian, hereinafter collectively called and referred to

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as the "**VENDORS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and/or assigns) of the **FIRST PART**.

The aforesaid Vendors are represented by their Constituted Attorney **SRI DULAL PAUL** son of Late Sushil Kumar Paul, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at 186/16/C, I.C.Road, P.O.- Rahara, P.S.- Khardah, District- North 24 Parganas, Kolkata- 700118, by virtue of power entrusted to him through a registered General Power of Attorney, duly registered at A.D.S.R.O. Purulia, on 27.11.2013 and was recorded in Book No.IV, C.D.Volume No.1, pages from 3130 to 3146, being No.00218 for the year 2013.

AND

SRI DULAL PAUL son of Late Sushil Kumar Paul, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at 186/16/C, I.C.Road, P.O.- Rahara, P.S.- Khardah, District- North 24 Parganas, Kolkata- 700118, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and/or assigns) of the **SECOND PART**.

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AND

(1) **SRI NIROD BARAN SEN (PAN-BFAPS8291B)** son of Late Manik Chandra Sen, by faith- Hindu, by occupation- Business, (2) **SRI NILESH SEN (PAN-GLEPS9917M)** son of Sri Nirod Baran Sen, by faith- Hindu, by occupation- Service, are residing at Muchipara, near Kali Mandir, P.O. & P.S.- Purulia, District- Purulia, Pin-723101, West Bengal, hereinafter called and referred to as the "**PURCHASERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and/or assigns) of the **THIRD PART.**

WHEREAS one Janakinath Chattopadhyay was the common ancestor the first parties and he had five sons namely Bagalacharan, Bimala Prasad, Nirmal Prasad, Amal Prasad and Shyamal Prasad, Basumati Devi was the wife of the said Janakinath Chattopadhyay, said Janakinath Chattopadhyay acquired the landed properties described in the schedule below through his wife Basumati Devi in the year 1925 by Register instrument. After the demise of said Janakinath Chattopadhyay, the schedule land has been devolved upon his said five sons and the said Basumati Devi and the R.S. R.O.R. has been prepared accordingly. Wherein each having equal share therein. Bagalacharan Chattopadhyay died as issle less and widow so his share in the land in the land devolved

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upon the other recorded share holders. The First Party No.4 to 9 are the heirs of said Amal Prasad Chattopadhyay and Nirmal Prasad Chattopadhyay. The heirs of Bimala Prasad Chattopadhyay sold out their share of land in favour of Sri J. Dutta and others by virtue of a registered sale Deed, dated 14.11.2008 but subsequently said J. Dutta and others sold away the same in favour of Sri Prasanta Rakshit, the First Party No.10 in this Deed of Sale Dated 26.11.2013. Similarly the heirs of the said Shyamal Prasad Chattopadhyay have sold out their share in land having an are of 2 Cottahas more or less in favour of Sri J. Dutta and others by virtue of a registered deed of sale, dated 26.11.2013 and in this way the schedule land having an area of more or less measuring 6 (six) Cottahas 6 (six) Chttacks 18 (Eighteen) Sq.ft. has been in exclusive physical possession and ownership of the present first Parties above named without any interruption or objection from any corner.

AND WHEREAS the Vendors herein with a view to develop or cause to be developed by constructing a multi-storied building over the said plot of land measuring 6 (six) Cottahas 6 (six) Chttacks 18 (Eighteen) Sq.ft., morefully and particularly described in the schedule hereinbelow (hereinafter called and referred to as the "SAID PROPERTY") and for the purpose as aforesaid the Party of the First Part has approached the Developer i.e. the Party of the Second Part herein and the Developer has

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*Chandi Charan Roye.
Adv.*

agreed to develop the under mentioned schedule of property according to site plan and building plan to be approved and sanctioned by the Purulia Municipality at his own cost as per terms and conditions of both the parties agreed upon.

ANDWHEREAS the Vendors herein had entered into an agreement on 26.11.2013 with the Developer herein for construction of a multi storied building consisting of several number of self contained residential flats, shops and garages over the said plot of land measuring more or less 6 (six) Cottahas 6 (six) Chttacks 18 (Eighteen) Sq.ft., lying and situated at Mouza- Purulia, J.L.No.292 of the Collector of North 24 Parganas, comprised and contained in R.S.Dag No.5952, under R.S. Khatian No.3382, within the jurisdiction of Purulia Municipality being Municipal Holding No.772 of G.N.Mukherjee Street, under Ward No.3, under P.S.- Purulia, Dist.Purulia, morefully and particularly described in the First Schedule hereinbelow.

AND WHEREAS with a view to construct or cause to be constructed a five storied building on the said property, the Vendors herein submitted a building plan for sanction before the Purulia Municipality as prepared by the Developer through his recognized Architect and thereafter the said building plan was approved and sanctioned by the Purulia Municipality, dated for construction/

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erection of the building consisting of number or residential flats, shops and garages on the said plot of land.

AND WHEREAS in pursuance of the said agreement Dated 26.11.2013 the Developer has been constructing a multi-storied building consisting of number of residential flats, shops and garages over the said plot of land, morefully and particularly described in the first schedule hereunder written according to the building plan duly approved and sanctioned by the Purulia Municipality, dated

AND WHEREAS the Purchasers hereinafter being satisfied the title of the Vendor in respect of the said property after inspection of the relevant papers and documents have agreed to purchase a self contained residential flat, identified by Flat No.2C, measuring more or less 1231 Sq. ft. super built up area located at Second Floor of the premises from the Developer's allocation TOGETHERWITH undivided proportionate share in the land comprised in the said property TOGETHERWITH proportionate share in common areas at price of Rs.29,54,400/- (Rupees twenty nine lakh fifty four thousand four hundred) only under the terms and conditions hereinafter appearing to which the Developers and the Vendors have agreed .

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**NOW THIS AGREEMENT AND IT IS HEREBY AGREED DECLARED
BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-**

1. The Vendor and the Developer have agreed to sell and the Purchasers have agreed to purchase ALL THAT the Flat, identified by Flat No.2C, containing a super built up area of 1231 Sq. ft. more or less on the Second Floor of the premises more fully and particularly described in the Second Schedule hereunder written (hereinbefore and hereinafter for the sake of brevity collectively referred to as the "SAID UNIT") TOGETHERWITH undivided proportionate impartible variable share in the land underneath the building comprised in the said premises more fully and particularly described in the FIRST SCHEDULE hereunder written attribute to the said unit and an undivided proportionate share in the common areas and installments described in the THIRD SCHEDULE hereunder written (hereinafter collectively referred to "The said units and the properties appurtenant thereto") free from mortgages, charges, liens, lispendens, attachments and all sorts of encumbrances whatsoever and the Vendor and the Developer shall deliver possession of the same complete in all respect to the purchasers within 30.06.2018 from the date hereof for the price of Rs.29,54,400/- (Rupees twenty nine lakh fifty four thousand four hundred) only.

2. The consideration for the purchase of the Flat TOGETHERWITH undivided impartible proportionate share of land have agreed to be paid

Dulal Paul.

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Adv.*

shall be payable by the Purchasers to the Developer in the following manner :-

(a) Booking money of Rs.5,00,000/- (Rupees five lakh) only will be paid by the Purchasers to the Developer at the time of execution of this agreement.

(b) Balance consideration of Rs.24,54,400/- (Rupees twenty four lakh fifty four thousand four hundred) only will be paid by the Purchasers to the Developer at the time of taking physical possession of the concerned flat or at the time of registration of the concerned flat whichever is earlier within 30.06.2018.

3. Under no circumstances the Developer shall be liable to handover possession of the concerned flat to the Purchasers until all payment required to be made by the Purchasers have duly been paid .

4. The Developer shall put its best endeavour to complete construction of the building and give possession of the concerned flat to the Purchasers within 30.06.2018 from the date of execution of these presents, PROVIDED HOWEVER, if there be any interruption in construction work due to any order by the Government or due to some unavoidable circumstances or due to non compliance of payment

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schedule. The period of such delay or interruption in completion of the construction shall be excluded and the Developer will not be held responsible for delayed construction .

5. The Developer shall upon completion of the proposed building cause the co-owners to form an Association for the management of the building for common purpose .

6. The Purchasers shall bear and pay the proportionate share of the cost of formation and the expenses of the Association .

7. Until formation of the Association the Vendors shall manage and maintain the common portion by itself or through its authorized person at the expenses of the co-owners including the Purchasers. All the cost and charges and expenses for and in connection with the aforesaid shall be borne by the Purchasers and the other co-owners proportionately .

8. The Developer cause to be transferred the undivided impartible proportionate share in the land by the Vendors in favour of the Purchasers simultaneously with the delivery of possession of the said flat upon execution and registration of necessary deed of conveyance .

9. All cost, charges and expenses for stamp duty, registration fee and fees of the Deed writer/Advocate to be appointed by the Developer

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who made the draft absolutely for the preparation of this agreement and for completion of the conveyance in favour of the purchasers, shall be borne by the Purchasers absolutely.

10. The Purchasers shall bear and pay the proportionate share the cost and maintenance of the common service and facilities as may be determined from time to time by the Association to be formed as enumerated in the FOURTH SCHEDULE hereto .

11. That if the Purchasers fail to purchase the aforesaid flat, they will inform the Developer immediately for cancellation this agreement and the Developer shall have right to enter into an agreement with the other intending Purchasers in respect of the said flat and earnest money which he received from the previous purchasers will be refunded at the time of execution of future agreement with the other purchaser or purchasers after deducting 20% as service charges .

12. In the event of any default on the part of the Purchasers in making payment of the consideration amount or any part thereof , the Purchasers shall be liable to pay interest at the rate of 18% per annum PROVIDED HOWEVER if such default by the Purchasers, in the event and without prejudice to other rights which the developer may have against the Purchasers, the Developer shall be entitled to rescind or cancel this

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Agreement. In that event all amounts paid by the Purchasers to the Developer will be refunded by the Developer at the time of execution of further agreement with the intending buyer or buyers after deducting 20% as service charges .

13. The decision of the Architect appointed by the Developer regarding the quality of materials used and shall be final and binding on the Purchasers. It is declared that even after the date of possession, the Purchasers shall not be entitled to raise any objection or to claim regarding the materials used in the construction and completion of the said unit .

14. The details of the specification of the construction of the proposed building have been furnished in the THIRD SCHEDULE hereunder written and any extra other than those specified therein shall be charged and payable extra as per the rate to be decided by the Developer before execution of the said extra work for which no outside contractors will be allowed to work . All payment for extra work if required shall be made by the Purchaser before commencement of the work by the Developer. The construction of the flat should be completed strictly according to specification of the Building materials .

16. It is agreed by and between the Developer and the Purchasers that on taking final measurement if it is found that the area of flat stands

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excess than that of agreed area, in that event the Purchasers shall have to pay the value of excess area as per agreed rate per Square Feet to the Developer, simultaneously the area of flat stands short, in that event the Developer shall have to repay the value of less area as per agreed rate per Sq. ft. to the Purchasers.

**THE PURCHASERS DO TH HEREBY COVENANT WITH THE
DEVELOPER AS FOLLOWS :-**

- a) To maintain the flat at their own cost in good tentable repair and condition and not to make any material addition/ alteration thereof to use the flat or any part thereof or permit the same to be used only for the purpose of residue etc.

- b) To join along with other purchasers in the building informing a Flat owners Association or a Co-Operative Society in accordance with S-10 of the West Bengal Building (Regulation of promotion of construction and transfer by promoters) Act, 1983 and sign and execute papers as may be necessary for the purpose of formation and registration thereof .

- (c) Not to store in their flat any goods which are hazardous combustible, dangerous and very heavy which may cause damage to the building .

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Adv.

- (d) To carry out repair of the interior part of the flat and shall not make any construction in Violation of Acts, Rules, By-laws .
- (e) Not to demolish any part of the flat and shall keep the portion, sewers, drain , pipes in good tenable condition and not cause damage to the columns , beams , walls , slabs or R.C. or other structural part of the building /flat .
- (f) Shall not assign or transfer their right or interest in the said flat or those derived under this agreement until full payment is made to the Developer and after observing the terms and conditions of this agreement.
- (g) Shall not let , sublet , transfer , assign or part with their interest in the flat till all dues are paid to the Developer and without written consent of the Developer .
- (h) To bear and pay any increase in local taxes, water charges, insurance premium .
- (i) Shall observe and perform all the rules and regulations which the owner's association or the co-operative Society may adopt and additions, alterations or amendments thereof .

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Adv.*

(j) Shall permit the developer and their agents to enter into and upon the said land and building with or without workmen at all reasonable times for the purpose of maintenance of common services of the building.

(k) Shall not demand partition of the flat undivided common areas of the building .

(l) That the purchasers shall have to pay the monthly maintenance charges of the lift whether they use the lift or not.

(m) As soon as the purchasers take possession of the flat it would be deemed that the purchasers accepted the said flat whatever it is and thereafter no objection will be accepted either by the Developer or by the Vendors so raised by the Purchasers for any importance or least matter in respect of quality of materials or defective workmanship or any other account whatsoever .

(n) It is also agreed that in case of any sales tax or Service tax is applicable as per the provision of W.B. Sales Tax Act or GST at present or by future amendments , the same will be paid by the Purchasers directly to the sales Tax Authority or through the Developer as and when the same will be demanded by the authority and the Developer shall not be liable for any Sales Tax or GST or penalty or interest on non-payment or delayed payment of such tax .

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Adv.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(Description of the total property)

ALL THAT piece and parcel of a plot of **Bastu** land measuring more or less **6 (six) Cottahas 6 (six) Chttacks 18 (Eighteen) Sq.ft.**, lying and situated at **Mouza- Purulia**, J.L.No.292 of the Collector of North 24 Parganas, comprised and contained in **R.S.Dag No.5952**, under **R.S. Khatian No.3382**, within the jurisdiction of **Purulia Municipality** being Municipal **Holding No.772** of **G.N.Mukherjee Street**, under Ward No.3, under P.S.- Purulia, Dist.Purulia, which is butted and bounded as under:-

ON THE NORTH : Property of Biswanath Agarwal.

ON THE SOUTH : Property of Ramgopal Singhania.

ON THE EAST : Property of Dutta & Others.

ON THE WEST : 30 ft. wide G.N.Mukherjee Road.

SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Flat)

ALL THAT the undivided impartible proportionate share of land represented by a self contained residential Flat, identified by **Flat No. 2C** measuring more or less 1231 Sq.ft. Super built up area, located at

Dulal Paul.

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SECOND FLOOR of the premises, morefully and particularly described in the First Schedule herein above, lying at **G.N.Mukherjee Street**, P.O. & P.S.- Purulia, District- North 24 Parganas, Pin-729101, being Municipal Holding No.772 of **G.N.Mukherjee Street of Purulia Municipality**, under Ward No.3, under P.S.- Purulia, Dist.Purulia,. Which is butted and bounded as under :

ON THE NORTH : Common passage.
ON THE SOUTH : Flat No.B.
ON THE EAST : Common passage.
ON THE WEST : Flat No.A.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Specification of Works)

1. Structure :- Land with R.C.C. Frame structure with beam with bricks 8"/5" thick outside wall and 5" thick flat to flat partitioned wall and 5"/3" thick internal walls with sand and cement mortar as per sanctioned plan .
2. Brick Work : Outer wall and common with wall 8" and 5" brick work with quality brick in 1: 4 cement mortar , partition wall are of 5" work in cement 1 : 4 mortar with partition wire net .

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3. Doors : Main door will be good quality wooden door and other doors will be flash door .
4. Window : All window will be aluminium channel fitting with plain glass and covered with steel grill.
5. Flooring : Good quality floor tiles excluding kitchen and toilet. The flooring of the Toilet and kitchen will be made with Marble.
6. Kitchen : Black stone slab on cooking platform and green granite marble fitted on black stone and glaze tiles upto 2'-0" will be provided on cooking platform.
7. Toilet/Water : One shower, one basin , Indian closet style or commode pan . Wall with glaze tiles upto 5" height there is one toilet in a flat and other aforesaid fitting and concealed wiring G.I. Pipes (ISI) and outside will be PVC latrine floor tiles (12' -12") (ISI) .
8. Water arrangement : 24 Hours water supply by deep tube well and pump.
9. Additional details : - (a) Outside wall will be painted with weather coat.

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- (b) Inside walls will be completed with wall putty.
- (c) All electric point will be concealed .

9(a). Electric point : Total 21 Nos. Electric point with borad and switch will be provided in the flat .

10. Exterior wall : Cement plastering 1:4 to wall to protection like chajjas/carnice will be provided with requisite thickness , decorative weather costs cement paint will be applied to all pestered surface .

11. Colours : All internal walls of flats will be completed with wall putty. Doors , Window and grills will be provided of a quality colour with coat of primer.

12. Meter : One meter for space and water pump motor will be provided and individually one meter per flat owner or purchaser .

13. Reservoir : Common reservoir upon the last roof terrace on beam, that to floor not damage by tank water .

14. Individual Meter :- Cost of individual meter and cost of infrastructure i.e. Mother Line and proportionate cost of lift will be borne by the Purchaser exclusively .

Dulal Paul.

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15. Lift : A Lift (4 persons capacity) will be provided by the Developer.

GENERAL INFORMATION

Any extra work, addition or alteration in the flat other than Developer's standard specification shall be done subject to the approval of the consulting engineer. The requisite extra cost shall be borne by the Purchaser/s and such cost shall be deposited to the Developer before the execution of work. Any work out of which specification of work, mentioned in the Third Schedule, treated at extra work exclusively.

N.B . The layout and specification given above are tentative and subject to minor alteration and modification on account of technical reason without any reference .

FOURTH SCHEDULE ABOVE REFERRED TO

(Cost of maintenance of common services and facilities)

- 1) Cost of maintenance, repairing, redecorating etc. of the main structure and in particular the gutters , fresh and rain water pipe , drains sewerage and water storage tanks and electric wires, motors , generators and other appliances and passages in or

Dulal Paul .

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under or upon the building and enjoyed or used by the purchaser in common with the other occupiers of the flats and the main entrance passage landing , staircase of the building enjoyed by the purchaser or used by him in common as aforesaid and the boundary walls of the building compound , terrace etc.

- 2) Cost of cleaning and lighting the passage, landing, stair case and other parts of building as enjoyed or used by the Purchaser in common as aforesaid .
- 3) Cost of maintenance and decorating the exteriors of the building .
- 4) Cost or working and maintenance of light and service charges .
- 5) Municipal rates and taxes , save those separately assessed for flat .
- 6) Premium for insurance of the building .
- 7) Costs and charges of establishment for maintenance of the building and the salaries of all persons employed for the same purpose .
- 8) The office expenses incurred of maintaining the office for common purpose .
- 9) All other expenses and outgoing as are deemed by the developer to be necessary or incidental for and regulating interest and/or

Dulal Paul.

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the rights of the purchaser/s and occupiers including the developer and the owner or co-owners.

IN WITNESS WHEREOF the Parties have hereunto set their respective signature on the day , month and year first above written .

SIGNED , SEALED AND DELIVERED

IN THE PRESENCE OF :

Witnesses :

1.

Anlal Paul

*As Constituted Attorney for and on behalf of
Sri Ujjal Prasad Chattopadhyay, Smt. Angur
Bala Chattopadhyay, Smt. Shilpi Mukherjee,
Smt. Promila Chattopadhyay, Sri Nilesh
Prasad Chattopadhyay, Smt. Ushasi
Mukherjee, Smt. Manasi Adhikary, Smt.
Tapasi Mukherjee and Sri Prasanta Rakshit.*

2.

Signature of the Vendor

Anlal Paul

Signature of the Developer

Nirod Banerjee

Signature of the Purchasers.

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RECEIVED Rs.5,00,000/- (Rupees five lakh) only from the within named Purchasers as and by way of Earnest money as per following memo :

MEMO OF CONSIDERATION

<u>Cheque No.</u>	<u>Bank</u>	<u>Branch</u>	<u>Date</u>	<u>Amount</u>
722988	SBI.	Purulia		Rs.3,00,000.00
Cash				Rs.2,00,000.00
			Total	<u>Rs.5,00,000.00</u>



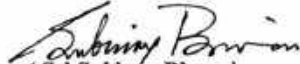
Signature of the Developer.

Drafted and prepared by :

Chandi Charan Roy
(Sri Chandi Charan Roy)
Advocate.

Barrackpore Court.
Enrolment No.853/2008.

Typed by :


(Sri Subinoy Biswas)
A.D.S.R.O. Sodepur.



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

10AB 935455

AGREEMENT FOR SALE

Ashraf Farid.

THIS DEED OF AGREEMENT is made this _____ day of

_____, 2017 (Two thousand seventeen) **BETWEEN**

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