

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made on this the      day of Two Thousand Eighteen.

### **BETWEEN**

**1) SMT. GAYATRI ROY, (PAN : AUPRA4987Q)**, (Mob. No. ....), daughter of Late Shyampada Roy, by faith Hindu, by nationality Indian, by occupation – Housewife, residing at Noapara, Post Office & Police Station : Sonarpur, Kolkata 700150, District 24 Parganas (South) **2) SRI DEBNATH ROY, (PAN : BVPPRO172R)**, (Mob. No. ....), son of Late Shyamapada Roy, by faith Hindu, by nationality Indian, by occupation – Retired person, residing at Noapara, Post Office & Police Station : Sonarpur, Kolkata 700150, District 24 Parganas (South) **3) SRI TAMAL ROY, (PAN : AEQPR7100C)**, (Mob. No. ....), son of Late Shyamapada Roy, by faith Hindu, by nationality Indian, by occupation – retired person, residing at Noapara, Post Office & Police Station : Sonarpur, Kolkata 700150, District 24 Parganas (South), hereinafter collectively called and referred to as the **OWNERS/VENDORS** (Which Expression shall terms expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **FIRST PART**, being represented by their constituted attorney namely **MD. SHAHID, (PAN : BHHPS6811G)**, (Mob. No. ....), son of Md. Salauddin by faith – Muslim, by nationality – Indian, by occupation – business, residing at 65, A. J. C. Bose Road, Post Office and Police Station : Park Street, Kolkata 70016, by a registered Development Power of Attorney dated 26.03.2018 and appointed one Md. Shahid as the constituted attorney to act on his behalf and same was duly registered with the office of the District Sub Registrar IV at Alipore and recorded with the Book No. I Volume no. 1604-2018 Pages 63525 to 63547 being no. 160402163 for the year 2018.

### **AND**

**MD. SHAHID, (PAN : BHHPS6811G)**, (Mob. No. ....), son of Md. Salauddin by faith – Muslim, by nationality – Indian, by occupation – business, residing at 65, A. J. C. Bose Road, Post Office and Police Station : Park Street, Kolkata 70016, working in gain as sole proprietor of **M/S. Y. S. INFRACON**, a Proprietorship firm having its office at 10/1//1A/3, Topsia Road South, Post Office – Gobinda Khatick Road, Police Station ....., Kolkata- ....., hereincalled and referred to as the **DEVELOPER** (Which

Expression shall terms expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

**AND**

**(1) SRI ARUP KUMAR DEY (PAN : .....),** (Mob. No. ....), **son of Late BanshiBadan Day,** by faith- Hindu, , by nationality- Indian, by occupation- Advocate and **(2) SMT. CHHANDA DEY (PAN : .....),**(Mob. No. ....), **wife of Sri Arup Kumar Dey,** by faith- Hindu, by nationality- Indian, by occupation- Housewife, both (1) & (2) residing at Village & Post Office Khatul, P.S. Goghat, District Hooghly, Pin-712611, presently residing at Noapara, Post Office & Police Station : Sonarpur, Kolkata 700150, District 24 Parganas (South), hereinafter collectively called and referred to as the **PURCHASERS** (Which Expression shall terms expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

**WHEREAS** one Benimadhab Dutta was the occupier and recorded owner of **ALL THAT** piece and parcel of land admeasuring 68 decimal or 1 Bigha 18 cottahs 4 Chittaks 21 Square feet comprised in C.S. Dag no. 292, 294, 295, 293 corresponding to R.S. Dag nos. 344, 350, 349, 348 under District Survey Khatian no. 54 corresponding to R.S. Khatian no. 42 lying and situated at Mouza Nowapara, J.L. no. 40, R.S. no. 143, Touzi no. 256, P.S. Sonarpur, District 24 Parganas now known as 24 Parganas (South) and at present within the limits of Rajpur-Sonarpur Municipality and enjoyed the same free from all encumbrances, charges, liens, lispens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatsoever from any person whomsoever and corner and any other effect whatsoever.

**AND WHEREAS** said Benimadhab Dutta sold, transferred and conveyed the said land being **ALL THAT** piece and parcel of land admeasuring 68 decimal or 1 Bigha 18 cottahs 4 Chittaks 21 Square feet comprised in C.S. Dag no. 292, 294, 295, 293 corresponding to R.S. Dag nos. 344, 350, 349, 348 under District Survey Khatian no. 54 corresponding to R.S. Khatian no. 42 lying and situated at Mouza Nowapara, J.L. no. 40, R.S. no. 143, Touzi no. 256, P.S. Sonarpur, District 24 Parganas now known as 24 Parganas (South) and at present within the limits of Rajpur-Sonarpur Municipality unto and in favour of Bipin Bihari Roy by a Sale Deed dated 23.06.1937 and same was duly registered with the office of the Sub

Registrar at Baruipore and recorded with the Book No. I Volume no. 20 Pages 218 to 221 Being no. 1871 for the year 1937 and thus the said BipinBihariroy became the absolute owner of the said land and since then seized and possessed and/or otherwise well sufficiently entitled and enjoyed the same free from all encumbrances, liens, lispendencies any manner whatsoever .

**AND WHEREAS** while seized and possessed the said land the said Bipin Bihari Roy died intestate before the execution the Hindu Succession Act-1956 leaving behind him his surviving two sons namely Kalipada Roy and Shyamapada Roy as his legal heirs, successors, legal representatives and thus the they became the joint owners of the said land and each of them having equal 8 Ana share and subsequently they have recorded the said land in Rivisional Settlement Records of Rights.

**AND WHEREAS** while seized and possessed the said land the said Kalipada Roy died intestate as issueless leaving behind him his surviving wife namely, Pravabati Roy as his legal heir, successor, legal representative and thus the said Pravabati Roy became the absolute owner undivided  $\frac{1}{2}$  share of the said land.

**AND WHEREAS** while seized and possessed the said land the said Shyamapada Roy died intestate leaving behind him his surviving five sons and three daughters namely Biswanath Roy, Shib Nath Roy, Kashi Nath Roy, Debnath Roy, Tamal Roy, Lakshmi Dey, Gayantri Roy, ManishaDutta as his legal heir, successor, legal representative and thus they became the joint owners of undivided  $\frac{1}{2}$  share of the said land.

**AND WHEREAS** said Pravabati Roy died intestate as issueless leaving behind her surviving said Biswanath Roy , ShibNath Roy, KashiNath Roy, Debnath Roy, Tamal Roy, Lakshmi Dey, Gayantri Roy, ManishaDutta as her legal heirs, successors, legal representatives.

**AND WHEREAS** while seized and possessed the said land the said Biswanath Roy died intestate leaving behind him his surviving wife, one son and one daughter namely Pranati Roy, Anirudhha Roy, Chayanika Roy as his legal heirs, successors, legal representatives.

**AND WHEREAS** in the manner aforesaid the said Pranati Roy, Anirudhha Roy, Chayanika Roy, ShibNath Roy, KashiNath Roy, Debnath Roy, Tamal Roy, Lakshmi Dey, Gayantri Roy, Manisha Dutta Chowdhury became joint owners of the said land being **ALL THAT** piece and

parcel of land admeasuring 68 decimal or 1 Bigha 18 cottahs 4 Chittaks 21 Square feet comprised in C.S. Dag no. 292, 294, 295, 293 corresponding to R.S. Dag nos. 344, 350, 349, 348 under District Survey Khatian no. 54 corresponding to R.S. Khatian no. 42, corresponding to L.R. Kri. Khatian nos. 351 and 589 and Akri, Khatian nos. 146 and 227 lying and situated at MouzaNowapara, J.L. no. 40, R.S. no. 143, Touzi no. 256, P.S. Sonarpur, District 24 Parganas now known as 24 Parganas (South) and at present within the limits of Rajpur-Sonarpur Municipality being Holding no. 160 and jointly enjoyed the same free from all encumbrances, charges, liens, lispens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatsoever from any person whomsoever and corner and any other effect whatsoever.

**AND WHEREAS** while seized and possessed the said land the said Pranati Roy, Anirudhha Roy, Chayanika Roy, ShibNath Roy, KashiNath Roy, Debnath Roy, Tamal Roy, Lakshmi Dey, Gayantri Roy, Manisha Dutta Chowdhury for their better use and enjoyment they have portioned, divided, demarcated various small plots and marked as Lot A, B, C, D ..... by metes and bounds by executing a Deed of Partition dated 13.10.1999 and the same was duly registered with the office of the Additional District Sub-Registrar at Sonarpur and recorded in Book no. I, Volume No. 115, Page 198 to 203 being no. 6979 for the year 1999.

**AND WHEREAS** by virtue of aforesaid Deed of Partition dated 13.10.1999 being no. 6979 said Sibnath Roy was allotted 'Lot-B' measuring about 3 Cottahs 13 Chittacks 19 sq. ft. comprised in C.S. Dag nos. 292, 293 corresponding to R.S. Dag nos. 344, 348 (i.e. 3 Cottahs 4 Chittacks 19 sq. ft. in R.S. Dag no. 344 and 9 Chiitacks in R.S. Dag no. 348) morefully and particularly described in Schedule-'GA' in the said Deed of Partition and said Debnath Roy was allotted 'Lot-A' measuring about 3 Cottahs 13 Chittacks 35 sq. ft. comprised in R.S. Dag no. 344 along with other plot of land morefully and particularly described in Schedule-'UNA' in the said Deed of Partition and the said Tamal Roy was allotted 'Lot-C' measuring about 4 Cottah 3 Chittacks 20 Sqaure feet in R.S. Dag No. 348 along with other plot of land morefully and particularly described in Schedule-'CHA' in the said Deed of Partition amongst others and thus the said Shibnath Roy. Debnath Roy and Tamal Roy recorded their respective allotted land in L.R. Settlement Records of Rights in L.R. Dag nos. 354 and 358 under L.R. Khatian nos. 942, 944 and 945 respectively and the have separately enjoying the same free from all encumbrances.

**AND WHEREAS** while seized and possessed the said land the said said Debnath Roy entered into a Development Agreement dated 18.12.2013 with one M/S Balaji Builders for the purpose of the development and construction a multistoried building upon the said plot of land admeasuring 3 Cottah 13 Chittacks 35 square feet in R.S. Dag No. 344 corresponding to L.R. Dag no. 354 under L.R. Khatian no. 944 and same was duly registered with the office of the District Sub Registrar – IV, Alipore, South 24 Parganas and recorded with the Book No. I CD Volume no. 48 Pages 126 to 148 being no. 9374 for the year 2013.

**AND WHEREAS** subsequently said Debnath Roy executed one Development Power of Attorney dated 20.12.2013 and appointed one Sanjoy Mukherjee as the constituted attorney to act on his behalf and same was duly registered with the office of the District Sub Registrar IV at South 24 Parganas and recorded with the Book No. I CD Volume no. 48 Pages 149 to 160 being no. 9375 for the year 2013.

**AND WHEREAS** while seized and possessed the said land the said Tamal Roy entered into a Development Agreement dated 18.12.2013 with the said M/S Balaji Builders for the purpose of the development and construction a multistoried building upon the said plot of land admeasuring 4 Cottah 3 Chittacks 20 Sqaure feet comprised in R.S. Dag No. 348 corresponding to L.R. Dag no. 358 unser L.R. Khatian no. 945 and same was duly registered with the office of the District Sub Registrar- IV, Alipore at South 24 Parganas and recorded with the Book No. I CD Volume no. 48 Pages 1 to 23 being no. 9372 for the year 2013.

**AND WHEREAS** subsequently said Tamal Roy executed one Development Power of Attorney dated 20.12.2013 and appointed one Sanjoy Mukherjee as the constituted attorney to act on his behalf and same was duly registered with the office of the District Sub Registrar IV at South 24 Parganas and recorded with the Book No. I CD Volume no. 48 Pages 78 to 89 being no. 9373 for the year 2013.

**AND WHEREAS** said KashiNath Roy, Lakshmi Dey predeceased to their one brother Sibnath Roy and said Sibnath Roy died intestate as bachelor leaving behind leaving him his surviving two brothers and two sisters namely Debnath Roy, Tamal Roy, Manisha Dutta Chowdhury and Gayatri Roy as his legal heirs, heiresses, successors, legal representatives.

**AND WHEREAS** said Debnath Roy, Tamal Roy, ManishaDuttaChowdhury, Gayatri Roy became joint owners of all that piece and parcel of land admeasuring 3 Cottah 13 Chittacks 19 square feet in R.S. Dag No. 344, 348 corresponding to L.R. Dag nos. 354, 358

respectively under L.R. Khatian no. 942 by way inheritance of deceased Shibnath Roy as per Hindu Succession Act.

**AND WHEREAS** while seized and possessed the said land the said said Debnath Roy, Tamal Roy, Manisha Dutta Chowdhury, Gayatri Roy entered into a Development Agreement dated 18.12.2013 with one M/S Balaji Builders for the purpose of the development and construction a multistoried building upon the said plot of land admeasuring 3 Cottah 13 Chittacks 19 square feet in R.S. Dag No. 344, 348 corresponding to L.R. Dag nos. 354, 358 respectively under L.R. Khatian no. 942 and same was duly registered with the office of the District Sub Registrar IV at South 24 Parganas and recorded with the Book No. I CD Volume no. 47 Pages 3904 to 3930 being no. 9370 for the year 2013.

**AND WHEREAS** subsequently said Debnath Roy, Tamal Roy, Manisha Dutta Chowdhury and Gayatri Roy executed one Development Power of Attorney dated 20.12.2013 and appointed one Sanjoy Mukherjee as the constituted attorney to act on his behalf and same was duly registered with the office of the District Sub Registrar IV at South 24 Parganas and recorded with the Book No. I CD Volume no. 47 Pages 3931 to 3946 being no. 9371 for the year 2013.

**AND WHEREAS** subsequently due to some unavoidable circumstances said Debnath Roy and M/S Balaji Builders cancelled the said Development Agreement and Development Power of Attorney being no. 9374, 9375 for the year 2013 respectively by a cancellation Development Agreement and Development Power of Attorney dated 26.03.2018 and same was duly registered with the office of the District Sub Registrar –IV, Alipore at South 24 Parganas and recorded with the Book No. I Volume no. 1604-2018 Pages 54056 to 54072 being no. 160401827 for the year 2018.

**AND WHEREAS** subsequently due to some unavoidable circumstances said Tamal Roy and M/S Balaji Builders cancelled the said Development Agreement and Development Power of Attorney being no. 9372, 9373 for the year 2013 respectively by a cancellation Development Agreement and Development Power of Attorney dated 26.03.2018 and same was duly registered with the office of the District Sub Registrar IV at South 24 Parganas and recorded with the Book No. I Volume no. 1604-2018 Pages 64170 to 64186 being no. 160401828 for the year 2018.

**AND WHEREAS** subsequently due to some unavoidable circumstances said Debnath Roy, Tamal Roy, Manisha Dutta Chowdhury, Gayatri Roy and M/S Balaji Builders cancelled Development Agreement and Development Power of Attorney being no. 9370, 9371 for the year 2013 respectively by a cancellation Development Agreement and Development Power of Attorney dated 26.03.2018 and same was duly registered with the office of the District Sub Registrar- IV, Alipore at South 24 Parganas and recorded with the Book No. I Volume no. 1604-2018 Pages 54073 to 54094 being no. 160401826 for the year 2018.

**AND WHEREAS** said Gayatri Roy, Debnath Roy, Tamal Roy, Manisha Dutta Chowdhury duly amalgamated their respective plots of land and became joint owners of all that piece and parcel of land admeasuring 12 cottahs 14 Chittaks 29 Square feet by physical measurement land admeasuring 11 Cottahs comprised in R.S. Dag No. 344,348 corresponding to L.R. Dag nos. 354 and 358 respectively.

**AND WHEREAS** said Manisha Dutta Chowdhury gifted and transferred her undivided 1/4<sup>th</sup> share of aforesaid amalgamated land which is equivalent to land admeasuring 2 cottahs 12 Chittaks along with structure standing thereon comprised in R.S. Dag No. 344,348 corresponding to L.R. Dag nos. 354 and 358 respectively unto and in favour of Gayatri Roy, Debnath Roy, Tamal Roy by a Gift Deed dated 13.03.2018 and same was duly registered with the office of the District Sub- Registrar-IV at Alipore and recorded with the Book No. I Volume no. 1604-2018 Pages 38043 to 38066 Being no. 160401454 for the year 2018.

**AND WHEREAS** one Bablu Mondal, Tapan Mondal, AlopeMondal, BishnuMondal, Krishna Ghosh, Mina Nath, RinaMunian (Mondal), Sachin Naskar, DiptiHaldar, Maya Rani Gayen, MalabikaGayen, NimaiMondal, NirmalMondal were possessed of the in respect a undivided portion of the entire property of the schedule of the Deed of Partition dated 13.10. 1999 Being no. 6979 comprised in R.S. Dag nos. 344, 348, 349 and 350 corresponding to L.R. Dag nos. 354, 358, 359 and 360 by way inheritances.

**AND WHEREAS** said BabluMondal, TapanMondal, AlopeMondal, BishnuMondal, Krishna Ghosh, Mina Nath, RinaMunian (Mondal), Sachin Naskar, DiptiHaldar, Maya Rani Gayen, MalabikaGayen, NimaiMondal, NirmalMondal gifted and transferred their right title interest in respect of the undivided protion of the aforesaid land i.e. land admeasuring 2 Cottahs 15 Chittacks 33 sq.ft. along with structure standing thereon comprised in R.S. Dag nos. 344, 348, 349 and 350 corresponding to L.R. Dag nos. 354, 358, 359 and 360 unto and in favour of Gayatri Roy, Debnath Roy, Tamal Roy by Gift Deed dated 25.02.2018 and same was duly

registered with the office of the District Sub- Registrar-IV at Alipore and recorded with the Book No. I Being no. 438.

**AND WHEREAS** said Gayatri Roy, Debnath Roy, Tamal Roy became joint owners of all that piece and parcel of land admeasuring 12 cottahs 14 Chittaks 29 Square feet comprised in R.S. Dag No. 344,348 corresponding to L.R. Dag nos. 354 and 358 respectively by physical measurement land admeasuring 11 Cottahs along with structure standing thereon and duly mutated their name in the record of assessment of RajpurSonarpurMunicipality and same is recorded as Municipal Holding no. 1283, Nowapara Main Road under ward no. 10 and paying Taxes regularly.

**AND WHEREAS** while seized and possessed the said land the said saidGayatri Roy, Debnath Roy, Tamal Roy entered in to Development Agreement dated 26.03.2018 with one M/S. Y. S. INFRACON, PAN NO. – BJHPS6811G, a Proprietorship firm having its registered office at 10/1//1A/3, Topsia Road South, Post Office – GobindaKhatick Road, by its sole Proprietor MD. SHAHID, PAN NO. BHHP6811G, son of Md. Salauddin by faith – Muslim, by nationality – Indian, by occupation – business, residing at 65, A. J. C. Bose Road, Post Office and Police Station : Park Street, Kolkata 70016, District – Kolkata, for the purpose of the development and construction a G+4 storied building upon the said land admeasuring 11 Cottahs lying and situate at MouzaNowapara, J.L. 40, R.S. no. 143, Touzi No. 256 comprised C.S. Dag Nos. 292, 293 corresponding to R.S. Dag Nos. 344, 348 corresponding to L.R. Dag Nos. 354, 358 respectively under C.S. Khatian No. 54, R.S. Khatian No. 42, L.R. Khatian Nos. 942, 944, 945, being Holding no. 1283, Nowapara Main Road, Kolkata- 700 150, Police Station Sonarpur, District 24 Parganas (South) under ward no. 10 within the ambit of the Rajpur - Sonarpur Municipality and same was duly registered with the office of the District Sub-Registrar- IV at Alipore and recorded with the Book No. I Volume no. 1604-2018 Pages 53996 to 54027 being no. 160401844 for the year 2018.

**AND WHEREAS** subsequently said Gayatri Roy, Debnath Roy, Tamal Roy executed one Development Power of Attorney dated 26.03.2018 and appointed one Md. Shahid as the constituted attorney to act on his behalf and same was duly registered with the office of the District Sub Registrar IV at Alipore and recorded with the Book No. I Volume no. 1604-2018 Pages 63525 to 63547 being no. 160402163 for the year 2018.

AND WHEREAS it has transpired that the share of Manisha Dutta Chowdhury in dag No.....pertaining to Khatian No was not entirely transferred by deed of gift being



No.....and with an intent to cure the said defect once and for all the said share of Manisha Dutta Chowdhury in Dag No..... shall be transferred in favour of .....within a period of .....and the landowners and the Developer shall caused to be executed and registered amongst themselves (a) Development Agreement in respect of Dag No..... land measuring as part of the Development agreement dated.....being No..... and (b) the Transferee of Dag No..... shall execute and register a fresh power of Attorney.

**AND WHEREAS** that in accordance with the said sanctioned plan and Agreement, the Developer had started the construction works over the said plot of land and declare to sell Developer's allocated portion and the Purchasers approached to the DEVELOPER to purchase a self contained residential flat being **ALL THAT** one self- contained residential flat being **Flat no. "F"** measuring super built up area of more or less ..... **square feet** consisting of ..... bedrooms, one drawing cum dining, one kitchen, ....toilet, and ..... Balcony/Verandah on the **Third Floor** in the ..... **side** of the said building known as ".....",at/or consideration sum of Rs ...../- (Rupees .....) only free from all sorts of encumbrances, charges, liens and lispendenses.

**AND WHEREAS** the OWNERS/VENDORS herein and the DEVELOPER/CONFIRMING PARTY herein have agreed to sell, alienate, transfer, demise, grant and provide and the Purchasers has agreed to purchase, own, acquire, seize and possess of **ALL THAT** one self- contained residential flat being **Flat no. "F"** measuring super built up area of more or less ..... **square feet** consisting of ..... bedrooms, one drawing cum dining, one kitchen, ....toilet, and ..... Balcony/Verandah on the **Third Floor** in the ..... **side** of the said building known as ".....", morefully and particularly described in the SECOND SCHEDULE hereunder written and/or given together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land in first schedule hereunder, at total consideration of Rs ...../- (Rupees .....) only upon agreeing the Parties herein have entered into of these present subject to terms and conditions as follows:.

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

1. The Purchasers agree to acquire and the Builder/Developer agree to transfer indefeasible title of **ALL THAT** one self- contained residential flat being **Flat no. "F"** measuring super built up area of more or less ..... **square feet** consisting of ..... bedrooms, one drawing cum dining, one kitchen, ....toilet, and ..... Balcony/Verandah on the **Third Floor** in the ..... **side** of the said building known as ".....", of the said Premises together with undivided proportionate share in the land at or for a consideration mentioned in the FIFTH SCHEDULE hereunder written and such consideration being payable by the Purchasers to the Developer in the manner set-forth therein \*subject to the curing of the defects as stated above (i.e transferring of the entire shares of Manisha Dutta Chowdhury and registration of development agreement and Power of Attorney as detailed above).
2. The transfer by way of sale of the said Schedule Flat being **ALL THAT** one self-contained residential flat being **Flat no. "F"** measuring super built up area of more or less ..... **square feet** consisting of ..... bedrooms, one drawing cum dining, one kitchen,....toilet, and ..... Balcony/Verandah on the **Third Floor** in the ..... **side** of the said building known as ".....", of the said premises of the proposed Ground Plus Four Storied Building shall be an absolute transfer to be effective for all times to come but subject to the provisions herein contained.
3. The Developer shall construct and complete the construction in every respect of the Unit as well as the entire Building and common areas in the manner described in the SCHEDULE hereunder written within ..... months from the date of execution of this Agreement subject to the Purchasers herein making punctual payments and observing and performing the terms, conditions and covenants as is on his part to be observed and performed herein contained.
4. At the time of registration (after curing of defects) Purchasers shall bear the entire cost of stamp duty and registration charges and other costs and expenses as may be assessed.
5. The Developer shall get the necessary registration under the provisions of the west Bengal Housing Estate Regulation in respect of the project.
6. In addition to the said consideration and/or price payable as aforesaid, the Purchasers shall also pay to the Developer all charges for making any additional or alteration

and/or for providing any additional things, facilities and/or utilities in or relating to the Unit as to be done at the request of the Purchasers in place of and/or in excess of those mentioned in the SCHEDULE hereunder written PROVIDED THAT, if any work or provisions before the Purchasers in common with the Owner, the Purchasers and such shall bear and pay the costs thereof proportionately to the Builder/Developer after such work is carried out and presentation of a bill thereafter and such payments if any shall be made by the Purchasers to the Developer forthwith on demand in writing and presentation of bills.

7. The Developer are liable to pay interest @ .....% per month on the entire amount paid, if the said Flat be not ready with habitable condition for delivery of possession within the time i.e. .... from the date of execution of this Agreement.
8. If the amounts required to be paid as per this Agreement are not paid in time then this Agreement stand cancelled and the Developer shall return advance money forthwith after deduction of .....% towards damages on total consideration amount (subject to curing of defects failing which the Developer shall be obliged to refund the entire amount without any deduction).
9. The Purchasers shall be entitled to the defect liability period in accordance with law.
10. The Purchasers shall become liable to pay proportionate share of the common expenses after actual delivery of possession.
11. The Purchasers hereby covenants with the Developer and Owner to do the following acts, deeds and things as from the date of delivery in terms of the preceding clause:-
  - A. To co-operate with Owner/Developer in the management and maintenance of the common portions of the Building, the land and formation of the Association.
  - B. To observe the rules framed from time to time by the Owner/Developer and upon their formation by the Association including those mentioned in the SCHEDULE hereunder written for quite peaceful and beneficial enjoyment of the Unit and/or the common portions.
  - C. To allow the Owner/Developer and their workmen to enter into the Unit for carrying out the work required for the purposes.
  - D. To allow the construction and completion of the Building by the Owner/Developer and their workmen without any Obstructions or hindrances NOTWITHSTANDING any temporary inconvenience to the Purchasers' occupation and enjoyment of the Unit.

- E. To pay proportionate share of the common expense regularly and punctually and to pay likewise all outgoing and the rates and taxes, any Legal Expenses as enacted by State Government or Central Government as applicable for the Unit wholly and for the land of the Premises Proportionately.
  - F. To pay all extra charges for electric and other utilities/services on or relating to the Unit.
  - G. To keep in deposit the amounts stated in PART-II of FIFTH SCHEDULE hereunder written.
12. The Builder/Developer shall upon completion of the Building in all respect and upon completion of all transfer to the Association, all the Developer's rights and obligations with regard to the common purposes and the residue then remaining of the deposits made by the Purchasers after adjusting all amounts then remaining due and payable after adjusting all amount thus transferred shall thenceforth be held by the Association in the account of the Purchasers as such deposits until formation the common portions in a proper and decent manner at the expenses of the Purchasers and upon formation of the Association the maintenance of the common portions shall be made over and/or be the responsibilities of the Association.
13. The Purchasers agree to grant from time to time in favour of the Builder/Developer such powers, authorities and confirmations and sign and execute all papers and documents as may be reasonably required for the common purposes of the Building and agree further to pay proportionately all costs, charges and expenses in connection with common maintenance and other common purposes.
14. The Developer shall upon completion of the Unit and upon delivery of possession thereof transfer the said Unit together with proportionate share in the land in favour of the Purchasers simultaneously by executing proper Deed of Conveyance and the Purchasers shall be bound to pay all costs for registration/transfer simultaneously or before delivery of possession.
15. All letters, receipts and/or notices issued by the Vendor/Developer and dispatched under Registered Post with A/D to the address of the Purchasers last known to any Owner will be sufficient proof of dispatch of the same by the Builder/Developer and thereby lawful service shall be pressured.
16. For adjudication of disputes and differences between the Parties in any manner to or arising out of these presents or in any connection with the land and/or the Building, the Court having jurisdiction over the land will be forum.

17. The Purchaser/s cannot claim any maintenance charges from the Developer in respect of the unsold Flat and Car Parking Space under Developer's allocation till it is sold to the any Purchaser/s.
18. The Purchaser/s agree not to raise any objection in any manner if the Developer by way of additional construction or otherwise and take revised sanction for that purpose.

**19. DEFINITIONS:-**

- 1) **THE LAND** shall mean and include, the land fully described in the FIRST SCHEDULE hereunder written.
- 2) **THE BUILDING** shall mean, the building comprising the unit, which is constructed as per aforesaid sanctioned plan.
- 3) **THE UNIT** shall mean the flat in the building including all fittings and fixtures therein and or thereto.
- 4) **THE COVERED AREA** shall according to its context means the plinth area of the Flat including the bathrooms and balconies and also thickness of internal walls, pillars and outer walls (but 50% of such internal walls, which are common between two flats) together with the proportionate area of the staircase & staircase landing of the floor on which the said flat is located in the building or all the flats of the building together with total staircase & staircase landing area of the building as the context permits.
- 5) **THE SUPER BUILT UP AREA/SALEABLE AREA** shall according to its context means the Covered Area of the flat plus the proportionate share of common portions and areas as defined herein in respect of the said flat and appurtenances thereto this proportionate share has been calculated 25% of the Covered Area, irrespective of actual measurement of the proportionate share of the common portions and areas being more or less.
- 6) **THE COMMON AREAS** shall mean the common portions comprised in the building as are outside and beyond the exclusive areas of a unit.
- 7) **PROPORTIONATE SHARE** shall mean the Purchasers' share in the land and the common areas and facilities and such share from the all common rights and liabilities including common profits and common expenses and payment of taxes if any dues of Rajpur-Sonarpur Municipality, of the unit.
- 8) **THE COMMON EXPENSES** shall mean the expenses incurred for the common purpose.

- 9) **THE CO-OWNERS** shall mean all persons who owned or to own any unit or units, including the Purchasers herein.
- 10) **THE PLAN** shall mean the plan approved and sanctioned by the Rajpur-Sonarpur Municipality bearing Sanctioned Building Plan No. ....dated..... for the building at Municipal Holding no. 1283, Nowapara Main Road, Kolkata- 700 150, Police Station Sonarpur, District 24 Parganas (South) under ward no. 10 within the ambit of the Rajpur - Sonarpur Municipality, in the name of the OWNERS herein at the cost of the Developer. Any Change of position of Flat will be regularized by the Developer before Registration and relevant papers will be delivered to the Purchasers.
- 11) **COMMON PURPOSES** shall mean and include the purpose of upkeep, management, maintenance, administration and protection of the common areas and common portion and the purposes of regulating actual rights and liabilities of the co-owners for the comfortable peaceful and beneficial use, occupation and enjoyment of the co-owners of their respective units and all other purposes or matters in which the co-owners shall have common interest relating to the land and the building.
- 12) **WORDS** importing singular shall include plural vice versa and the words importing masculine gender shall mean and include feminine and vice versa and similarly words importing neuter gender shall gender include masculine and feminine genders.
- 13) That if any dispute or difference may arise between the parties in connection with **SCHEDULE** properties the same shall be referred to an Arbitrator, who shall be proceeding in accordance with the provisions and principles of the Arbitration and Conciliation Act, 1996 and the rules framed there-under and shall be under the Kolkata jurisdiction only.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(DESCRIPTION OF LAND AND PREMISES)**

**ALL THAT** piece and parcel of land measuring more or less 11 Cottahs together with under construction building standing thereon lying and situate at Mouza Nowapara, J.L. 40, R.S. no. 143, Touzi No. 256 comprised C.S. Dag Nos. 292, 293 corresponding to R.S. Dag Nos. 344, 348 corresponding to L.R. Dag Nos. 354, 358 respectively under C.S. Khatian No. 54, R.S. Khatian No. 42, L.R. Khatian Nos. 942, 944, 945, being Holding no. 1283, Nowapara Main

Road, Kolkata- 700 150, Police Station Sonarpur, District 24 Parganas (South) under ward no. 10 within the ambit of the Rajpur - Sonarpur Municipality, which is butted and bounded as follows :-

**ON THE NORTH** : by Municipal road (16' feet wide road).

**ON THE SOUTH** : By common passage.

**ON THE EAST** : By house of Ashok Pramanick.

**ON THE WEST** : by Noapara Main Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(DESCRIPTION OF THE FLAT)**

**ALL THAT** one self- contained residential flat being **Flat no. "F"** measuring super built up area of more or less ..... **square feet** consisting of ..... bedrooms, one drawing cum dining, one kitchen, ....toilet, and ..... Balcony/Verandah on the **Third Floor** in the ..... **side** of the said building known as "....." together with the undivided proportionate share or interest of land in First Schedule herein above including all common facilities and common amenities belong to the said building as well as belong to the said Holding no. 1283, Nowapara Main Road, Kolkata- 700 150, Police Station Sonarpur, District 24 Parganas (South) under ward no. 10 within the ambit of the Rajpur - Sonarpur Municipality.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(COMMON AREA AND FACILITIES )**

- a) The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- b) The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, main gate, entrance and exists of the building.
- c) The easements and wards.
- d) Installation of common services such as powers, lights, water, sewerage etc.
- e) Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.

- f) All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g) Boundary walls.
- h) Electrical meter, pump and switches fixed in the common areas.

#### **THE FOURTH SCHEDULE REFERRED TO ABOVE**

(Description of the Common Expenses)

1. All cost of maintenance, operating, replacing, white colour washing, painting, decorating, rebuilding, reconstruction, redecorating, lighting the common portions and common areas of the Building included.
2. All charges and deposits for suppliers of common utilities to the Owners in common.
3. Proportionate share of Municipal Tax, water tax and other levies in respect of the land and building save those separately assessed of the Purchasers' Unit.
4. Proportionate share of insurance premium for insuring the Building.
5. All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.
6. Electricity charges for the electrical energy, consumed for the operation of the common service.
7. Costs of maintenances, repairs and replacements of common Installations.
8. Fees and charges from all services and consultation and advices required to be obtained from time to time in respect of and/or in relation to the common purposes and common utilities.
9. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the Owner in common including such amount as may be fixed for creating a fund for replacement, renovations, repairing and/or repairing of the common portions.

#### **THE FIFTH SCHEDULE REFERRED TO ABOVE**

(Consideration of the said Unit together with undivided proportionate share in the Land)

THAT the total price payable by the Purchasers to the Developer for the said Unit together with proportionate share in the land which shall be paid by the Purchasers to the Developer in the manner set out hereunder and such price shall be payable in phases under the heading of "MODE OF PAYMENT" below:-



**-: MODE OF PAYMENT :-**

The total amount of **Rs...../- (Rupees ..... Lac) only** shall be paid by the Purchasers to the Developer by instalments as follows:-

1. At the time of booking of this flat	Rs. ....../-
2. After Brick Work	Rs. ....../-
3. After Plastering work	Rs. ....../-
4. Balance on or before possession/registration	Rs. ....../- -----
<b>Total</b>	<b>Rs. ....../-</b>  <b>=====</b>

**PART-II**

**PARTICULARS OF DEPOSITS:**

THAT the Purchasers shall simultaneously with the taking possession of the said Unit deposit with the Developer the amounts that will be specified by the Developer for the under mentioned purposes:-

1. For the stamp duty and registration charges and incidental expenses for the transfer of documents estimated and the registration procedure will be executed by the Advocate.
2. For security deposit & extra expense for electric connection to the Purchasers' Unit.

**THE SIXTH SCHEDULE REFERRED TO ABOVE**

(Description of Specification)

- **BUILDING :**
  - 1) The building is R.C.C. frame (M 20 grade)
  - 2) The foundation of building is of R.C.C. isolated square feet (M. 25 grade 1:1<sup>1</sup>/<sub>2</sub> :3)
  - 3) Slab thickness is 4"/5" as per structural drawing.
  - 4) 8<sup>th</sup>, 5<sup>th</sup> and 3<sup>rd</sup> brick work walls with 1:6, 1:6 and 1:4 sand cement motar respectively.
- **PLASTERING**
  - 1) Outside 3/4" thick 1:6 sand cement motar.

- 2) Inside ½" thick 1:4 sand cement mortar.
- 3) Ceiling and concrete surface ¼" thick 1:4 sand cement mortar.
- 4) Roof treatment
- 5) Rooms of the flat shall be finished with plaster of paris.
  - FLOORING :
    - 1) All floors and skirting of living, dining, bedrooms, kitchen, toilet and verandah shall be finished with slab marble flooring along with 4" inch height marble skirting from the floor.
    - 2) In all common spaces such as lobby, stair landing, and entrance lobby shall be finished with marble (slab),
    - 3) Service area such as pump room, garage space and other mandatory open space shall be finished by paver lock.
    - 4) Toilet shall be marble finished.
  - DOOR & WINDOWS :
    - 1) Front main gate of the building shall be made of Iron Gate.
    - 2) All doors will have Sal wood frame with 35 mm thick ply with flush door (reputed make)
    - 3) All widows will be standard quality aluminum. Thick plate glass.
    - 4) Main door will have Sal wood and be fitted with standard quality mortise of Godrej lock in each flat.
  - SANITARY AND PLUMBING
    - 1) Bathroom
      - a) One commode/pan white (light colour)
      - b) White basin 22" of standard brands in inside bathroom and outside dining including
      - c) Shower, tap, hot and cold water system and one tap in each bathroom.
      - d) All Bib-cock and taps will be of I.S.I. marks.
      - e) One bib-cock near commode/pan.
      - f) Standard quality glazed colour title shall be fixed up to 7' height from floor level.
      - g) Provision of exhaust fan.
    - 2) Kitchen
      - a) R.C.C. cooking platform will be black granite finished and all windowsill marble finished one ½" tap over sink and one ½" tap below sink.
      - b) One kitchen sink of standard quality (stainless still)

- c) Concealed pipe lines for only cold and hot water will be provided.
- d) Provision for exhaust fan.
- e) Standard quality glazed colour tiles shall be fixed upto 3" height from floor level on the cooking platform.

3) Pipe lines

- a) All rain water pipes, soil and waste water pipes shall be of high density P.V.C. pipe (supreme).
- b) All underground sewer line, gully pit etc. shall be of earthen wire.
- c) Distribution of water line from overhead reservoir shall be of I.S.I Brands G.I. pipe.

▪ ELECTRICAL (concealed wiring)

1) Bedrooms.

- a) One three pin plug point (5 amp).
- b) Three light point
- c) One fan point.
- d) One power point (15 amp) for A.C. provision in ne bed room.

2) Living/dining/kitchen

- a) Two light point, one light point near kitchen counter.
- b) One three pin plug point for T.V. and other purposes.
- c) One power point (15 amp).
- d) One exhaust fan point.
- e) One Telephone point.
- f) Two fan point, one cable point.

3) Toilet

- a) Two light point.
- b) One power point for Geezer.
- c) One exhaust fan point.

4) Verandah

One light point.

5) Finishing :

- a) All interior surface shall have sand-cement finished with plaster of paris only.
- b) All exterior surface wall shall have painted with weather coat of approved shade.
- c) Overhead and underground tank as per sanction plan which should be adequate to fulfill at the requisite of Flat Owners.
- d) Half grill will be fitted in the hanging Verandah.

6) Common space

Light point on entrance lobby, landing, roof and other common service.

NOTE : Extra cost shall have to be paid against any extra work by each flat owners in respect of their respective flat.

**THE SEVENTH SCHEDULE REFERRED TO ABOVE**

(Description of the Rules & Regulations)

1. The Purchasers will not be entitled to claim partition of the undivided proportionate share in the land and/or the common parts of the Building and/or in respect of the common service and utilities therein.
2. The Purchasers shall after completion of the Unit and after the same being absolutely transferred unto them by execution and registration of proper conveyance, apply for and have Unit separately assessed for the purpose of Municipal rates and taxes.
3. After getting delivery of the Unit the Purchasers at their own costs and expensed do the following:-
  - A) The Purchasers will keep the unit and every part thereof and all fixtures and fittings therein which are exclusively parts of the Unit, property painted.
  - B) The Purchasers will use the Unit and all common portions quality, peacefully and carefully and only for the purpose for which they are respectively meant.
4. The Purchasers shall not do any of the following acts, deeds and things:-
  - a) Violate any of the rules and/or regulations laid down for the common purpose and of the users of the common portions.
  - b) Injure, harm or damage the common portions of any other Unit in the Building by making any alternative or withdrawing any support or otherwise.
  - c) Demolish the Unit or any part thereof and/or do any constructional additional or alteration in the Unit or any part of its which may affect the vertical and/or lateral support provided by the various parts of the Unit to the remaining parts of the Building.
  - d) Obstruct or object to the Developer's selling or granting rights to any person or any part of the land and/or Building excepting the Purchasers' Unit and without affecting the rights of the Purchasers in respect of the common portions of the Building and the land.

- e) Keep or store any offensive, combustible, obnoxious, dangerous or hazardous article in the Unit.
  - f) Allow or keep any lunatic or any person suffering from any virulent dangerous, obnoxious or infections, disease in the Unit.
  - g) Affix or drew any cable, wire, pipe line from and through any common portions or outside wall of the Building or other Units.
  - h) Keep any heavy articles on the floor or operate any machine other than the usual home appliance.
  - i) Install any air-condition except according to specification and instruction of the Developer or the Association as may be holding the right to grant the necessary permission and give the specification and give the specification and instruction for the purpose.
  - j) Change the color scheme of the windows, grill and the main door of the Unit other than according to the specification and installations of the Developer or upon formation of the Association in writing.
5. The Purchasers shall regularly and punctually pay the proportionate share of the common expenses and/or debts and in the manner provided for elsewhere in the Agreement and in case of default in making payment by the Purchasers, the Builder/Developer or the Association shall have the additional right without prejudice to its other rights to stop the electricity, water or other utilities to the unit to realize the due amounts from the Purchasers.
6. All amounts becoming due and payable hereunder and the liabilities for the same shall be and remain charge on the Unit.
7. In the event of death of any Parties of this Agreement all clauses and terms of the Agreement shall remain binding on the legal heirs and successors of the deceased Party.

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

**SIGNED AND DELIVERED** by the Landowners herein

in the presence of

**WITNESSES:**

1.

2.

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**SIGNATURE OF THE OWNERS/VENDORS**

**SIGNED AND DELIVERED** by the Developer  
herein in the presence of

**WITNESSES:**

1.

2.

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**SIGNATURE OF THE DEVELOPER**

**SIGNED AND DELIVERED** by the Purchaser  
herein in the presence of:

**WITNESSES:**

1.

2.

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**SIGNATURE OF THEPURCHASER**

**RECEIPT**

**RECEIVED** a sum **Rs...../- (Rupees .....)** **only**as an advance out of the total consideration of **Rs...../- (Rupees ..... Lac)** **only**as per the terms of these presents as per the memo below:

**MEMORANDUM OF CONSIDERATION**

<b>Date</b>	<b>Cheque No.</b>	<b>Bank &amp; Branch Name</b>	<b>Amount</b>

**Total** \_\_\_\_\_ **Rs.**  
 ...../-  
 \_\_\_\_\_

**(Rupees .....)** **only**

**WITNESSES:**

1.

2.

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**SIGNATURE OF THEDEVELOPER**