

THIS AGREEMENT FOR SALE made this Eight day of December in the year of Two Thousand and Seventeen A.D. **B E T W E E N** (1) **Smt. Kalpana Biswas** wife of Late Mrinal Kanti Biswas, (PAN- AMPPB0913L), by faith – Hindu , by occupation – Housewife , of Premises No. 20 A K L Saigal Sarani..(745 BL-P, New Alipore) , Police Station - New Alipore , Post Office-. New Alipore, Kolkata- 700053. (2) **Smt. Debi Chaudhurani Biswas** wife of Late Sunil Kanti Biswas (PAN- AXUPB9239R), by faith – Hindu , by occupation – Housewife, of Premises No.1/1 Monument Road, Police Station - DumDum , Post Office-.DumDum, Kolkata- 700 028. and **Dr. Saptarsi Biswas** son of Late Sunil Kanti Biswas (PAN- ACWPB6301P), by faith – Hindu , by occupation – Service , of Premises No.1/1 Monument Road, Police Station - DumDum , Post Office-. DumDum, Kolkata- 700 028. (3) **Sri Tamal Kanti Biswas** son of Late Pratap Chandra Biswas , (PAN- ADTPB6618B), by faith – Hindu , by occupation – Retired, of Premises No. 20 A K L Saigal Sarani..(745 BL-P, New Alipore) , Police Station - New Alipore , Post Office-. New Alipore, Kolkata- 700053. (4) **Smt. Ranu Biswas** wife of Late Tushar Kanti Biswas

(PAN- AMXPB9725E.), by faith – Hindu , by occupation – Housewife , of Premises No.357, Prince Anwar Shah Road, “Mecon Tower”, Flat-C2, Police Station - Jadavpur, Post Office- Jodhpur Park, Kolkata- 700068 **and Sri Sanjay kumar Biswas** son of Late Tushar Kanti Biswas (PAN- AMXPB9726H.), by faith – Hindu , by occupation – Retired, of Premises No.357, Prince Anwar Shah Road, “Mecon Tower”, Flat-C2, Police Station - Jadavpur, Post Office-Jodhpur Park ,Kolkata- 700068 **and Dr. Sandip Kumar Biswas** son of Late Tushar Kanti Biswas (OCI- A 204709), by faith – Hindu , by occupation – Service, of Premises No.14 RAHWAY ROAD, MILLBURN, NJ 07041, USA, (5) **Sri Tarun Kanti Biswas** son of Late Pratap Chandra Biswas ,(PAN- ADRPB2894F), by occupation – Retired, (6) **Sri Tapan Kanti Biswas** son of Late Pratap Chandra Biswas ,(PAN- AFVPB3789D), by faith – Hindu , by occupation – Retired , (7) **Sri Tapash Kanti Biswas** son of Late Pratap Chandra Biswas ,(PAN- BGOPB5326B), by occupation – Retired (8) **Sri Manas Kanti Biswas** son of Late Pratap Chandra Biswas ,(PAN- AGWPB7870R), by occupation – Retired, (9) **Smt. Samita Biswas** wife of Late Santanu Biswas (PAN- ADUPB5663R), by occupation – Service , **And Dr. Shreya Biswas** daughter of Late Santanu Biswas , (PAN- ASHPB5346H), by occupation – Service, all of from Sl. No 5 to 9 by faith Hindu resides Premises No. 20A K L Saigal Sarani..(former 745 BL-P, New Alipore) , Police Station - New Alipore , Post Office-. New Alipore, Kolkata- 700053. hereinafter jointly and collectively called and referred to as the **VENDORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators, successors, nominees and assigns) represented by their Constituted Attorneys **SRI KALYAN SAHA** son of Laxmi Narayan Saha, (PAN AKFPS3303P) , residing at Premises No. 148/3Q , Swinhoe Lane, Police Station- Kasba, Post Office – Tiljala, Kolkata- 700 039

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SRI KALYAN SAHA son of Laxmi Narayan Saha, (PAN AKFPS3303P) , by faith- Hindu, by occupation- Business, residing at Premises No. 148/3Q , Swinhoe Lane, Police Station- Kasba, Kolkata-700039, hereinafter called and referred to as the **DEVELOPER/CONFIRMING PARTY** (which expression unless repugnant to the context shall mean and include its executors, administrators, representatives, successors –in-office , nominees and assigns) of the **SECOND PART.**

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Post office -, Police Station, Kolkata – 700 033, hereinafter called and referred to as the **PURCHASER** (which expression shall unless excluded

by or repugnant to the subject or context be deemed to mean and his heirs, legal representatives, executors, administrators and assigns) of the **LAST PART.**

WHEREAS Purchase of First Plot :- By an Indenture of Sale dated 06th December, 1951 registered before the Sub Registrar of Alipore Sadar and recorded in Book No. I , Volume No. 119 , Pages 177 to 183, Being No. 7594 for the Year 1951, The Hindusthan Co-operative Insurance Society Limited mentioned therein as the Society sold, transferred and conveyed all that piece and parcel of land measuring 8.53 Cottahs more or less equivalent to 8 Cottahs 9 Chittaks and 2 Sq.ft. more or less being Plot No. 745, Block No. "P" of New Alipore Development Scheme No. XV , situate lying at and being a portion of Port Commissioner Surplus lands purchased by the Society , Police Station - Alipore , Registration District Alipore , District 24 Parganas in favour of one Smt. Usha Rani Biswas wife of Pratap Chandra Biswas mentioned therein as Purchaser at or for a valuable consideration mentioned there under.

AND WHEREAS Mutation of Name : After such purchase of the said plot as aforesaid the said Smt. Usha Rani Biswas duly applied for and mutated her name in the records of The then Calcutta Corporation in respect of her purchase property as aforesaid which was then known and numbered as Premises No. 745, Block No. "P" , New Alipore , Police Station – Alipore , Kolkata - 700 053 and was enjoying the same free from all encumbrances paying taxes regularly . The said Premises was subsequently renamed and renumbered as Premises No. 20, K.L. Saigal Sarani by the Kolkata Municipal Corporation

AND WHEREAS Gift of portion of said Premises : By an Indenture of Gift dated 17th June, 1981 registered before The District Sub Registrar at Alipore and recorded in Book No. I , Volume No. 275, Pages 12 to 15, Being No. 7048 , for the year 1981 the said Smt. Usha Rani Biswas as Donor out of her love and affection transferred and conveyed All That piece and parcel of land measuring 251.37 Sq.Mtr. equivalent to 3 Cottahs 12 Chittacks and 06 Sq. ft. more or less being the demarcated Western portion of the said Premises No. 745, Block No. "P" , New Alipore , Police Station – Alipore , Kolkata - 700 053 in favour of her two sons namely (1) Sri Tarun Kanti Biswas and (2) Sri Manas Kanti Biswas absolutely and forever both jointly mentioned therein as Donees and retained for herself the demarcated Eastern portion of the aforesaid Premises admeasuring 4 Cottahs 12 Chittaks and 41 Sq.ft. more or less with three storied building standing thereon.

AND WHEREAS Mutation of Names: After such Gift as aforesaid the said 1) Sri Tarun Kanti Biswas and (2) Sri Manas Kanti Biswas, jointly applied for and mutated their joint names in the records of the Calcutta Municipal Corporation subsequently The Kolkata municipal Corporation which was after granting mutation of the said demarcated Western portion was known and numbered as Premises No. 20B, K.L. Saigal Sarani, Police Station -

New Alipore , Kolkata- 700 053 and the portion retained by Smt. Usha Rani Biswas being the demarcated Eastern portion of the mother premises was then known and numbered as Premises No. 20A, K.L. Saigal Sarani, Police Station- New Alipore, Kolkata- 700053.

AND WHEREAS Demise of Usha Rani Biswas : The said Usha Rani Biswas who was a Hindu, governed by the Dayabhaga School of Hindu Law died intestate on 27/06/1988, leaving behind surviving her husband Sri Pratap Chandra Biswas, (1) Sri Tarun Kanti Biswas, (2) Sri Tapan Kanti Biswas, (3) Sri Tapash Kanti Biswas, (4) Sri Manas Kanti Biswas, (5) Sri Tamal Kanti Biswas, (6) Sri Mrinal Kanti Biswas, (7) Sri Sunil Kanti Biswas, (8) Sri Tushar Kanti Biswas and (9) Sri Santanu Biswas as her only legal heirs, heiress and successors and no other person or persons as her heirs and successors.

AND WHEREAS Demise of Sunil Kanti Biswas : The said Sunil Kanti Biswas who was a Hindu, governed by the Dayabhaga School of Hindu Law died intestate on 08/05/1991, leaving behind surviving him his wife Smt. Debi Chaudhurani Biswas and only son Dr. Saptarshi Biswas, as his only legal heirs, heiress and successors and no other person or persons as his heirs heiress and successors.

AND WHEREAS Demise of Pratap Chandra Biswas: The said Pratap Chandra Biswas who was a Hindu, governed by the Dayabhaga School of Hindu Law died intestate on 16/04/1997, leaving behind surviving him his sons Sri Tarun Kanti Biswas, Sri Tapan Kanti Biswas, Sri Tapash Kanti Biswas, Sri Manas Kanti Biswas, Sri Tamal Kanti Biswas, Sri Mrinal Kanti Biswas, Sri Tushar Kanti Biswas , Sri Santanu Biswas, Debi Chowdhurani Biswas wife of Late Sunil Kanti Biswas and Dr. Saptarshi Biswas son of Late Sunil Kanti Biswas, as his only legal heirs and successors and no other person or persons as his heirs heiress and successors

AND WHEREAS Demise of Santanu Biswas : The said Santanu Biswas who was a Hindu, governed by the Dayabhaga School of Hindu Law died intestate on 02/10/2014, leaving behind surviving him his wife Smt. Samita Biswas and only daughter Smt. Shreya Biswas as his only legal heirs, heiress and successors and no other person or persons as his heirs heiress and successors.

AND WHEREAS Demise of Tushar Kanti Biswas : The said Tushar Kanti Biswas who was a Hindu, governed by the Dayabhaga School of Hindu Law died intestate on 26/06/2015, leaving behind surviving him his wife (1) Smt. Ranu Biswas , two sons namely (2) Sanjay Kumar Biswas and (3) Sandip Kumar Biswas , as his only legal heirs, heiress and successors and no other person or persons as his heirs heiress and successors.

AND WHEREAS Will of Mrinal Kanti Biswas : The said Mrinal Kanti Biswas during his lifetime executed a Will dated 10th January, 2011 whereby and whereunder he bequeathed his

undivided one-ninth share of the aforesaid property being a three storied residential building at 745 "P" Block, New Alipore, Kolkata- 700053, in favour of his wife Smt. Kalpana Biswas absolutely and forever and thereby also appointed Sri Tapash Kar Roy son of Sri Tarapada Kar Roy and Smt. Rita Das wife of Sri Amitava Das as Executors of the said Will.

AND WHEREAS Demise of Mrinal Kanti Biswas: The said Mrinal Kanti Biswas died on 08/12/2013.

AND WHEREAS Probate of the said Will: After the demise of the said Mrinal Kanti Biswas his Executor Smt. Rita Das duly applied for and obtained Probate from the Ld. 1st Court of Civil Judge (Sr. Division) at Alipore in Act, XXXIX , Case No. 225 of 2014 (Probate) vide Order dated 12th August, 2016 and as per terms of the said Will the said Kalpana Biswas became the absolute owner of ALL THAT the said undivided one-ninth share of the schedule below property.

AND WHEREAS Ownership of Property : In this circumstances referred to above by way of inheritance as per Hindu Succession Act, the aforesaid

AND WHEREAS (1) Smt. Kalpana Biswas, (2) Smt. Debi Chaudhurani Biswas and Dr. Saptarshi Biswas (3) Sri Tamal Kanti Biswas, (4) Smt. Ranu Biswas , Sanjay Kumar Biswas and Sandip Kumar Biswas (5) Sri Tarun Kanti Biswas, (6) Sri Tapan Kanti Biswas, (7) Sri Tapash Kanti Biswas, (8) Sri Manas Kanti Biswas, (9) Smt. Samita Biswas and Smt. Dr. Shreya Biswas thus inherited the land and building comprised in and subsequently renamed and known as Municipal Premises No. 20A, K.L. Saigal Sarani, Police Station- New Alipore, Kolkata- 700053 each inheriting undivided share therein.

AND WHEREAS Mutation of Name :The said persons as aforesaid, applied for and mutated their joint names before the Kolkata Municipal Corporation , Ward No. 081 in respect of their inherited property and were jointly enjoying the same free from all encumbrances paying taxes regularly .

AND WHEREAS Absolute Owners : In the manner stated above , the said Owners become the absolute joint Owners of the said premises and are in possession of the Premises and the Owners have a marketable title thereto and are not aware of any defect in the title of the Premises and have not entered into any agreement creating any right in the Premises .

AND WHEREAS subsequently the Owners herein have entered into an Agreement for Construction and Development dated 13/06/2017. registered before the Additional District Sub Registrar at Alipore and recorded in Book No. I , Volume No. 1605-2017, Pages 101742.

to 101742., Being No. 08897 160503386 for the Year 2017 with Sri KALYAN SAHA , having its office at Premises No. 148/3Q, Swinhoe Lane , Kolkata – 700 039, thereafter called and referred to as the “Developer” with the right to construct a Ground plus Four storied building as per the sanctioned building plan and subsequently its modification , revision , as to be sanctioned by the Kolkata Municipal Corporation in or upon the said Premises as aforesaid, the particular of such property morefully described in First Schedule hereunder written with such terms and conditions as clearly written therein .

AND WHEREAS by and under the aforesaid Agreement for Construction and Development executed by the Vendors as the absolute Owners of the said premises mentioned in the First Schedule herein below in favour of the Developer, herein a Scheme for the development of the said premises was devised whereby the Developer is empowered to have the plans sanctioned and / or modified on the said premises morefully described in the First Schedule hereunder written and to construct a new building having separate Flats/Units or saleable areas and to sell the same save and except the Owners’ allocation to Unit holders being nominees of the Developer and the conveyance will be executed and registered proportionately in favour of the Unit Holders after receipt of the entire consideration agreed between the Developer and the Purchaser.

AND WHEREAS furthermore under the said Agreement for Construction and Development, the Vendors have also executed a General Power of Attorney dated 23/06/2017 registered before the Additional District Sub Registrar at Alipore and recorded in Book No. I , Volume No. 1605-2017, Pages. From 97904 to 97935, Being No. 160503696 for the Year 2017 in favour of SRI KALYAN SAHA son of Laxmi Narayan Saha as a Developer, it is inter alia agreed , to have the plan sanctioned and/or modified on the First Schedule property, carry out the development of the said premises and enter into agreement for sale with the prospective Flat/Unit Purchaser in respect of the Developer’s allocation for and on behalf of the Vendors as the nominees of the Developer.

AND WHEREAS the Developer subsequently going to prepare such building plan and got it sanctioned from the Kolkata Municipal Corporation.

AND WHEREAS under the said scheme of development , the Developer out of the Developer's Allocation has agreed to sell to the Purchaser herein all that the Flat/Unit No. 3B on 3rd Floor on Southern portion admeasuring 950 Sq .ft. (approx.) Super Built Up area and one covered Car Parking Space in the Ground floor along with undivided proportionate share of land attributable to the said Flat and Car Parking Space in the new building to be constructed at the said Premises more fully described under the Second Schedule hereto in lieu of the consideration and on the terms and conditions which have been agreed between the parties hereto and are recorded herein below.

a. The following should form a part of this agreement:-

- i. Title of Owners and relevant Ownership documents .
- ii. Development Agreement with relevant power of Attorney .

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

A. In this agreement unless it be contrary or repugnant to the subject or context the following words and/or expressions shall mean as follows :

- i) " the VENDORS " shall mean the Vendors above named and their respective heirs , executors, administrators , successors , legal representatives , nominees and assigns.
- ii) " The DEVELOPER " shall mean the Developer above named and its Partners for the time being and their respective heirs , executors, administrators , successors , legal representatives , nominees and assigns.
- iii) "The PURCHASER" shall mean the Purchaser above named and his/her/their heirs, executors, administrators, successors, legal representatives, nominees and assigns.
- iv) " PREMISES " shall mean all that Municipal Premises No. . 20A , K.L. Saigal Sarani by postal address known as Premises No. 745, Block "P", Police Station - New Alipore , Kolkata - 700 053 , Sub Registry office at Alipore , District 24 Parganas (South) , within the limit of Ward No. 081 of the Kolkata Municipal Corporation
- v) THE "LAND " shall mean ALL THAT piece and parcel of revenue re-deemed land measuring an area of 4 Cottahs 12 Chittaks 41 Sq.ft. more or less together with the dwelling house standing thereon , situate and being part of Plot No. 20A , K.L. Saigal Sarani by postal address known as Premises No. 745, Block "P", Police Station - New Alipore , Kolkata - 700 053, Sub Registry office at Alipore, as morefully described in the FIRST SCHEDULE hereunder written on which the new proposed building shall be constructed according to the new building plan as sanctioned by the Kolkata Municipal Corporation .
- (vi) "BUILDING" shall mean building to consist , for the time being of a Ground floor and Four upper floors to be constructed by the Developer at the said

Premises as per the sanctioned building plan obtained from the Kolkata Municipal Corporation .

- (vii) CO-OWNERS according to the context shall mean all the Purchaser/ Owners who from time to time have purchased or agreed to purchase and taken possession of any Unit including the Vendors for those Units not alienated or granted to be alienated by the Vendors .
- viii) COMMON AREAS AND INSTALLATIONS shall mean and include the areas installations and facilities comprised in the Premises as mentioned and specified in the FOURTH SCHEDULE hereunder written and expressed or intended by the Vendors for common use and enjoyment of the Co-Owners and wherever the context so permits or intends shall also include the ultimate roof for the time being of the building .But shall not include the open or covered Car Parking spaces and other open and covered spaces in the Ground floor at or within the premises which shall remain the exclusive property of the Developer and the Developer may use or permit to be used for parking of motors cars and/or any other commercial purposes and the Developer shall have the absolute right to deal with , to sell , transfer , let out or dispose off the said open/covered Car Parking spaces , covered spaces in the Ground floor according to their own choice , to which the Purchaser hereby contents and it being expressly agreed in this agreement .
- (viii) COMMON EXPENSES shall mean and include all expenses for the maintenance management upkeep and administration of the premises and in particular the common areas and installations and rendition of common services in common to the Co-Owners and all other expenses for the common purposes including those mentioned in the FIFTH SCHEDULE hereunder written to be contributed borne paid and shared by the co-Owners .
- (ix) COMMON PURPOSES shall mean and include the purposes of managing maintaining up keeping and administering the premises and in particular the common areas and installations rendition of services in common to the Co Owners , collection and disbursement of the common expenses and dealing with the matters of common interest of the Co Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the common areas and installations in common.
- (x) UNITS shall mean the independent and self contained Flats ,Garage spaces and other constructed covered spaces in the building at the said premises capable of being exclusively held or occupied by a person or persons .

- xi) "UNIT OWNERS" shall mean any person who acquires, holds and/or owns any Unit in the new building and shall include the Owners and the Developer , for the Units held by him/her/them , from time to time.
- xii) CAR PARKING SPACE shall mean spaces in or portion of the Ground floor of the building and also spaces in the open compound at the ground level of the premises as expressed or intended by the Developer , at their sole discretion , for parking of motor cars not exceeding the medium seized motor car.
- xiv) PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE according to the context shall mean the proportion in which the Super Built area of any Unit may bear to the Super Built up area of all Units in the building provided that where it refers to the share of the Purchaser or any Co Owners in any rates and/or taxes then such share of the whole shall be determined on the basis such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be shared on the basis of area rental income consideration or user of their respective Units by the purchaser and other co –Owners respectively).
- xv) SAID UNIT shall mean the Unit morefully and particularly mentioned and described in the SECOND SCHEDULE hereunder written TOGETHER WITH the Purchaser's proportionate undivided share in the common areas and installations and wherever the context so permits shall include the right of parking one motor car at the Car Parking space at the said premises , if so specifically as expressly mentioned and described in the within stated SECOND SCHEDULE and wherever the context so intends or permits shall also include the said share in the said premises .
- xvi) SAID SHARE IN THE SAID PREMISES shall mean proportionate undivided indivisible impartible variable share in the land comprised in the said premises attributable to the said Unit.
- xvii) "SPECIFICATIONS" shall mean the specifications for completely the new building as stated in the SIXTH SCHEDULE hereto.
- xviii) ASSOCIATION shall mean any Association, Syndicate , Committee or Registered Society or Company that may be formed of the Co-Owners for the common purposes by the Owners/Vendors having such rules regulations and restrictions as be deemed proper and necessary by the Owners/Vendors but not inconsistent with the provisions and covenants herein contained.

- xix) MAINTENANCE IN CHARGE shall upon formation of the Association and its taking charge of the acts relating to the common purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the common purposes mean the Owners/Vendors in terms of the Clauses hereinafter.
- xx) DEEMED DATE FOR POSSESSION shall mean the date of expiry of the period specified in the notice by the Developer to the Purchaser to take possession of the said Unit in terms of clause 4 hereinafter or the date on which the Purchaser takes actual physical possession of the said Unit after fulfilling all his/her/their liabilities and obligations in terms of the said Clause , whichever be earlier.
- xxi) ARCHITECT unless changed by the Developer , shall mean **MR. Anjan Ukil** of P-523, Raja Basanta Roy Road, Kolkata – 700 029. appointed by the Developer as the Architect for the project .
- xxii) ADVOCATE unless changed by the Developer, shall mean SRI SUBIR KUMAR DUTTA, Advocate of Alipore Civil and Criminal Court and of No. 18, Manick Bandopadhyay Sarani, Kolkata – 700 040, appointed by the Developer for preparation of necessary agreements and instruments for transfer of the Units in the building and arranging for execution and registration thereof and for formation of the Association and its taking charges of the acts relating to the common purposes.
- xxiii) BUILDING PERMIT shall mean the plan for construction of the building as to be sanctioned by the Kolkata Municipal Corporation and shall include modifications thereof and/or alterations thereto as may be made by the Developer with the approval of the Architects and the Kolkata Municipal Corporation .
- xxiv) WORDS importing SINGULAR NUMBER shall include THE PLURAL NUMBER and vice versa.
- xxv) WORDS importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER, similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER, likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.
1. CONSIDERATION :-
- 1.1 In lieu of the consideration mentioned in Part - I of the THIRD SCHEDULE hereto to be paid by the Purchaser to the Developer in the manner and by the installments mentioned in Part - II of the THIRD SCHEDULE hereto , the

Developer agrees to construct and to sell to the Purchaser the said UNIT described in the SECOND SCHEDULE hereto fully and the common area as described in the FOURTH SCHEDULE hereto proportionately.

1.2 It is clarified that the consideration as mentioned in Part - I of the THIRD SCHEDULE hereto as payable by the Purchaser to the Developer includes :-

- a) Cost of proportionate undivided unpartitioned share of land attributable to the said Unit morefully described in the Second Schedule hereunder written .
- b) Cost of construction of the covered space comprised in the said Unit and Proportionate cost of construction and installation of the common areas and facilities.

2. TITLE :

2.1 It is recorded that the Purchaser has seen and examined the title and the manner of devolution thereof of the Owners and satisfied himself/herself and shall not be entitled to raise any objection or claim based on any purported deficiency thereof . The Purchaser has also inspected the building permit sanctioned by the Kolkata Municipal Corporation in respect of the building and the location and area of the said Unit including authority of the said **Developer** to sell and transfer the said Flat, Car Parking Space , covered portion / shop in the Ground Floor of the building and the Properties Appurtenant thereto on behalf of the Owners and agrees and covenants not to raise any objection with regard thereto. and agrees and covenants not to raise any objection with regard thereto .

2.2 The Purchaser both hereby consent and confirm that the Developer shall be at liberty to have the said building plan modified and/or altered for construction reconstruction addition and/or alteration to the building or any part thereto and/or for any change of user of any Unit.

2.3 The entire consideration hereunder agreed to be payable by the Purchaser shall be received and accepted by the Developer in terms of the mutual understanding between the Owners and the Developer .

3 MANNER AND TITLE OF COMPLETION :

3.1 The Developer will complete the new building and the said Unit as a decent and respectable Unit or residential accommodation in the manner mentioned in the SIXTH SCHEDULE within 30(Thirty) months from the date of sanction of

Building Plan and shall install and/or complete the common areas mentioned in the FOURTH SCHEDULE hereto within the said period or as soon as possible thereafter.

4 EXTRAS :

4.1 In addition to the consideration mentioned in PART I of the THIRD SCHEDULE hereto, the Purchaser shall also pay to the Owners/Vendors the proportionate costs, expenses, deposits and charges for :

- a) forming the Association for the common purposes ;
- b) Reserve fund of Rs. 5,000.00 on account of common expenses to be maintained ;
- c) Any other facility or installation not covered under the FOURTH SCHEDULE hereto ;
- d) The full amount of security deposit and other costs payable to CESC ltd., for giving direct electric meter in respect of the said Unit and proportionate share of the total amount of security deposit and other costs payable to CESC Ltd., for the electric meters , transformer and electrical sub-station etc. if any , for maintenance , running and operating any common area or installation.
- e) Betterment fees, development charges and other levies taxes duties and statutory liabilities that may be charged on the premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be.
- f) The fees and/or legal charges of the Advocates for preparation of this Agreement and the sale deed to be executed in pursuance hereof which shall be equal to 1% (One percent)only of the consideration amount of the said Unit on the deemed date for possession or the date of execution of the Deed of Conveyance in respect of the said Unit , whichever be earlier.
- g) All stamp fees , registration fees and allied expenses on execution and registration of this agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance hereof.

4.2 The Purchaser shall also pay wholly the :

- a) increased costs of the Developer due to any variation or extra work over that mentioned in the SIXTH SCHEDULE hereto ;
 - b) GST or service tax or any other commercial tax (but excluding Income Tax) of the amounts payable to the Developer , if any.
5. All amounts mentioned in Clauses 4.1 and 4.2 hereinabove shall be paid by the Purchaser before the date of possession or within 7 (seven) days of demand by the Developer whichever by earlier. In case the exact liability on any head cannot be quantified , then the payment shall be made according to the Developers' reasonable estimation SUBJECT TO subsequent accounting and settlement within a reasonable period.
6. MISCELLANEOUS COVENANTS DURING CONSTRUCTION :
- 6.1 Until delivery of possession of the said Unit to the Purchaser, the Developer shall exclusively be entitled to possess the said Unit and the premises and every part thereof.
 - 6.2 The Purchaser shall not deal with, let out , encumber or transfer the said Unit and/or any of his rights, shares or benefits thereto without the consent in writing of the Developer first had and obtained , until full payment of consideration has been cleared and possession of the said Unit has been delivered to the Purchaser.
7. POSSESSION :
- 7.1 Upon construction of the said Unit , the Developer shall give notice thereto to the Purchaser who shall within 15 (fifteen) days of service of the said notice , take possession of the said Unit after fulfilling all his/her covenants hereunder.
 - 7.2 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 area calculation of the said Unit and the parties shall abide to the same without any dispute hereby consents to the same.
 - 7.3 The Purchaser shall unless he/she takes possession earlier be deemed to have taken possession of the said Unit on the date of possession that is on the 15th (fifteenth) day of service of the said notice , irrespective of when he/she takes actual physical possession.
 - 7.4 It will not be necessary for the Developer to complete the common areas before giving the said notice.

7.5 As after the date of possession , the Purchaser shall not raise any objection or claim of any nature whatsoever regarding completion of the said Unit.

7.6 Under no circumstances the Purchaser shall be entitled to claim possession unless all the dues of the Developer including those under Clauses 2 and 5 hereunder have fully been paid and/or discharges and the Developer has issued a certificate to such effect.

8. MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT :

8.1 As from the date of possession , the Purchaser covenants :-

- a) To co-operate with the Developer in the management and maintenance of the new Building and/or the premises and formation of the Association ;
- b) To observe the rules framed from time to time by the Developer for the common purpose ;
- c) To allow the Developer and its workmen to enter into the said Unit for completion and for the common purposes ;
- d) Unless the right of parking motor car is expressly granted and mentioned in the SECOND SCHEDULE hereunder written , the Purchaser shall not park or allow or permit to be parked by his/her employees agents visitors guests customers etc. any motor car, two wheeler vehicle or any other vehicle at any place in the said premises (including at the open space surrounding the building) AND if the right to park car is so expressly granted and mentioned in the within stated SECOND SCHEDULE the Purchaser shall use only the Car Parking space so granted and that too only for the purpose of parking of his/her medium sized motor car .
- e) To pay and bear the common expenses in respect of the new building and/or the premises proportionately and the said Unit wholly ;
- f) Till the separate assessment of the said Unit for the purpose of municipal rates , to let out or part with possession of the said Unit only after prior information in writing to the Developer of the full particulars of the occupant and rent and all other charges and benefits receivable by the Purchaser in respect thereof , to the extent necessary for assessment of the liability for rates taxes and other impositions, it being clarified that in case of sale , only prior information of intention to transfer will be necessary and

the Purchaser will not be required to disclose the consideration or terms of sale or other particulars .

- g) To deposit the amounts reasonably required by the Developer towards the Purchaser's liability for the rates, taxes and other outgoings ;
- h) To pay for electricity and other utilities consumed in or relating to the said Unit ;
- i) Use the common areas and installations only to the extent required for ingress to egress from the said Unit of men, materials and utilities .
- j) keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the premises free from obstructions or encroachments and in a clean and orderly manner and not store or allow any one to store any goods articles or things in the staircase , lobby, landings pathways , passages or in any other common areas of the premise.
- k) Not to claim any right whatsoever or howsoever over any Unit or portion in the building save the said Unit .
- l) not carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral trade or activity in or through the said Unit.
- m) To use the said Unit for residential purposes and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Fating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Developer first had and obtained it being expressly agreed that such restriction on the Purchaser shall not in any way restrict the right of the Developer to use or permit any other Unit or portion of the said building to be used for non residential purposes .
- n) Not to put any article including name plate and letter box save at the place approved or provided by the Developer ; and
- o) Observe such other covenants as be deemed reasonable by the Developer and upon formation of Association by the Association for the common purposes.

8.2 Until formation of the Association , the Developer shall manage and maintain the new building and the premises and the Purchaser shall pay to the Developer as common expenses a fixed amount calculated at such rate as be advised by the

Architect subject to increase according to rise in relevant price index , from time to time.

- 8.3 The deposit for the rates and taxes from time to time shall be according to the laws then prevailing.
- 8.4 The said payments and/or deposits shall be made within 7th (seven) th day of month for which the same be due, in case of monthly payments and otherwise, within 8 (eight) days of the Developer's demand.
- 8.5 All amounts to be deposited by the Purchaser in pursuance hereof shall be interest free and shall be utilized only for the purpose for which the same are made respectively SUBJECT HOWEVER to the other provisions hereof.
- 8.6 At or before the date of possession, the Purchaser shall deposit with the Developer a sum of Rs. 5,000.00 as deposit towards the common expenses and rates. Such deposit shall be treated as a security deposit and shall be transferred to the Association , upon its formation .
9. ASSOCIATION :
- 9.1 The Developer shall form the Association for the common purpose and the Unit holders shall be made the members thereof with equal powers therein. In other words, each Unit shall represent one share, irrespective of the number of persons owning it and irrespective of the same person owning more than 1 (one) Unit.
- 9.2 The Purchaser shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for acquire and hold membership with proportionate voting rights.
- 9.3 The Developer shall upon completion of the new building transfer to the Association all the Developer's rights and obligations with regard to the common purposes and shall also transfer the residue then remaining of the security deposit and other deposits, if any, made by the Unit holders for the common purposes after adjusting all amounts then remaining due and payable by them to the Developer. The amounts thus transferred shall be held by the Association in the account of the co-unit holders respectively for the purposes thereof .
- 9.4 After the Developer makes the aforesaid transfer to the Association, all the rights and obligations of the Developers with regard to the common purposes shall stand transferred to the Association and only the Association shall be entitled thereof and obliged therefore .

10. DEFAULTS :

- 10.1 Notwithstanding anything herein contained, incase the Purchaser commits defaults in observing his/her covenants herein including those for payment , within the time specified therefore, then and in such event , this agreement shall stand terminated and all rights and claims of the Purchaser against the Developer and/or Association , the premises and/or the said Unit and/or the common areas shall stand extinguished and the Developers shall be entitled to sell the said Unit and the right or share of the Purchaser in satisfaction of the dues and claims and shall refund the part consideration received by them after deduction of Rs. 1,00,000.00 (Rupees One Lac) only.
- 10.2 In case the Developer condones the default of the Purchaser then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damage suffered by the Developers and also interest @ 1.5 % (One and half percent) per month for the period of default on all amounts remaining unpaid and vice versa if Developer fails and/or neglects to hand over possession of the complete flat and car parking space within a time of 24 months from the date hereof, then in such case the Developer shall also be entitled to pay interest @ 1.5 % (One and half percent) per month on the amount received till that date for the period of delay of handing over possession of such flat and car parking space
- 10.3 Without prejudice to the aforesaid , in case such default of relevant covenants are committed by the Purchaser after the date of possession, the Developer and upon its formation , the Association , shall also be entitled to withhold all utilities and facilities to the Purchaser and/or said unit including electricity, water supply and/or other services , during the time the Purchaser is in default.

11. RIGHTS OF DEVELOPER :

- 11.1 The Developer shall have the right to grant to any person the exclusive right to park his/her/their car or scooter or two wheeler or otherwise use and enjoy for any other purposes , the said side and back open spaces of the building or the premises and also to use and occupy the area (save and except the common utility portions) as a covered spaces in the Ground floor of the building (including car parking spaces not expressly provided for to the Purchaser under this Agreement) in such manner as the Developer shall in their absolute discretion think fit and proper for which the Purchaser shall not object the same and hereby consented to for the same .

11.2 The Developer shall be entitled to make partition or division of and additions and/or alterations to those Units AND covered spaces save and except the common portions in the building which are unsold or un disposed of and /or to change the user thereof in the manner as the Developer in their absolute discretion thinks fit and proper.

11.3 The Developer shall have exclusive right over the lift machine room of the new proposed building and shall be entitled to install any fittings and fixtures therein upon the said roof of the lift machine room as they shall deem fit and proper for which the Purchaser or any other occupants of the said building shall have no claim or demands.

12. FORCE MAJEURE :

The following shall be included in the reasons beyond the Developers control for giving possession of the said Unit to the Purchaser.

- (a) Storm, tempest, flood, earthquake and other acts of God or Acts of Government , Statutory Body etc.
- (b) Strike, riot, mob, air raid , order of injunction or otherwise restraining development or construction at the said premises, scarcity or non availability of building materials equipments or laborers , changes in laws for the time being in force resulting in stoppage of construction at the said Premise.

13. MISCELLANEOUS :

13.1 This Agreement supersedes all previous negotiations discussion understanding or anything what has been contained in any brochure and or publication and the parties shall be governed by what has been agreed upon and in no event the Buyer shall set up any oral agreement.

13.2 Goods and Service Tax :

In the event of the Seller being liable or being made liable to pay any amount on account of GST for construction and/or transfer of the said Flat in favour of the Purchaser herein, then in that event the Purchaser shall be liable to make payment of the amount which may become payable on account of Sales Tax and the Buyer agrees to make payment of the same upon a demand being made by the Seller and the buyer agrees to keep the seller and the Developer and its officers indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

14. ARBITRATION :

14.1 All disputes and differences by and between the parties hereto in any way relating to or connected with the premises and/or the new building and/or this agreement and/or anything done in pursuance hereof shall be referred for arbitration to such person as be appointed mutually to be adjudicated in accordance with the Indian Arbitration Law in force. The Arbitrator shall have the right to proceed summarily and to make interim awards.

15. JURISDICTION :

15.1 Only the courts having territorial jurisdiction over the premises shall have jurisdiction in all matters relating to or arising out of this agreement.

16. NOTICE :

16.1 All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th (fourth) day of date of despatch of one copy of such notice by registered post with acknowledgement due and the second copy of such notice under Certificate of Posting at the address of the other party mentioned herein above or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being saved. None of the parties shall raise any objection as to service of notices, served as aforesaid.

THE FIRST SCHEDULE ABOVE REFERRED TO
(PREMISES)

The piece or parcel of land containing an area of 4 Cottahs 12 Chittaks 41 Sq.ft. more or less together with the dwelling house standing thereon, situate, lying at and being Municipal Premises No. 20A, K.L. Saigal Sarani by postal address known as Premises No. 745, Block "P", Police Station - New Alipore, Kolkata - 700 053, Sub Registry office at Alipore, District 24 Parganas (South), within the limit of Ward No. 081 of the Kolkata Municipal Corporation and butted and bounded as follows :-

On the North	:	By	764, Block P New Alipore	.
On the East	:	By	Kabi Dinesh Das Sarani (formerly Chetla Road)	.
On the South	:	By	K L Saigal Sarani	.
On the West	:	By	20B K L Saigal Sarani.	

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID UNIT)

PART - I

ALL THAT the Unit/Flat/Apartment No..... in the Floor , portion admeasuring Sq. ft. (approx.). Super Built up area be a little more or less in the new building at the premises described under the FIRST SCHEDULE hereinabove written along with undivided proportionate share of land of the said Premises and the said Unit comprises of bed rooms , living cum dinning space ,toilets , balcony, kitchen along with the right to use the common parts and portions of the said building .

PART - II

ALL THAT one Car Parking Space in the Ground floor of the said building along with undivided proportionate share of land attributable to the said Car Parking Space with all easement rights at Municipal Premises described under the FIRST SCHEDULE hereinabove written .

THE THIRD SCHEDULE ABOVE REFERRED TO

PART - I

(CONSIDERATION)

Towards cost of undivided proportionate share of Land attributable to the said Unit/Flat/Apartment No. (3rd Floor-South facing) and Covered Car Parking space Payable to the owners through the Developer and towards cost of construction of the covered space comprised in the said Unit/Flat/Apartment No. (..... FL-..... facing) and Car Parking Space and proportionate cost of construction and installation of the common areas and facilities .

Rs.

TOTAL

Rs.

(Rupees) only .

PART – II

(SCHEDULE OF PAYMENT OF CONSIDERATION BY PURCHASER)

a)	At the time of Agreement	Rs.
	At the time of Demolition	Rs.
	At the time of Start of Construction	Rs.
	At the time of progress of Foundation	Rs.
b)	After Casting of each Roof slab(5) @ Rs. 8,00,000.00	Rs.
c)	After Completion of total brick work	Rs.
d)	After Completion of flooring	Rs.
e)	After Completion of fixation of door window fixing	Rs.
f)	After completion of fixation of bathroom fittings	Rs.....
g)	Possession/Registration whichever is earlier	Rs.
	TOTAL	Rs.

(Rupees) only.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(THE COMMON AREAS)**

SECTION - A : (Those which are included in the construction price)

AREA : **PART - I**

- a) Open and/or covered paths and passages ;
- b) Lobbies and stair cases ; main gate, side entrance ;
- c) Common installations on the roof ;
- d) The ultimate Roof of the new Building.

AREA NOT COVERED UNDER PART - I

Common areas shall not include the open or covered Car Parking Spaces and other open and covered spaces in the Ground Floor at or within the premises which shall remain exclusive property of the Developer.

PART - II

1. WATER AND PLUMBING :
Water reservoirs , water tanks , water pipes (save those inside any Unit) .
2. ELECTRICAL INSTALLATION :
 - a) Wiring and accessories for lighting of common areas.
 - b) Pump and motor.
 - c) Lift, Lift machine , Generator if installed at extra cost.
3. DRAINS : Drains, sewers, pipes and septic tank.
4. OTHERS : Other common areas and installations and/or equipment as are provided in the new Building for common use and/or enjoyment save and except the portions mentioned hereinabove exclusively reserved by the Developer .

SECTION - B

(Those for which proportionate costs are to be paid by the Purchaser).

1. Electrical installations relating to meter including service lines for receiving electricity from suppliers.
2. Electrical meter for individual unit .
3. Other facilities or installations provided for the common use of the Co-Owners and not covered by SECTION - A herein above.

THE FIFTH SCHEDULE ABOVE REFERRED TO (COMMON EXPENSES)

1. MAINTENANCE : All costs for maintaining , operating , replacing , repairing, white washing , painting , decorating , re-decorating , re-building , re-constructing, lighting and renovating the common areas including the exterior or interior (but not inside any Unit) walls of the new Building.

2. OPERATIONAL : All expenses for running and operating all machinery, equipment and installations comprised in the common areas including pumps and other common installations including their license fees, taxes and other levies (if any) and the lights of the common areas.
3. STAFF : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. Manager, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites , bonus and other employment and benefits.
4. ASSOCIATION : Establishment and at other expenses of the association including its formation, office and miscellaneous expenses and also similar expenses of the Developer until handing over to the association.
5. INSURANCE : All expenses for insuring the new Building and/or the common areas, inter alias, against earthquake, fire, mob violence, damages , civil commotion etc.
6. FIRE FIGHTING : Costs of installing and operating the fire-fighting equipments and personnel, if any.
7. COMMON UTILITIES : All charges and deposits for supplies of common utilities to the Co-Owners in common.
8. ELECTRICITY : All charges for the electrical energy consumed for the operation of the common machinery and equipment.
9. LITIGATION : All litigations expenses incurred for the common purposes and relating to common use and enjoyment of the common areas.
10. RATES AND TAXES : Municipal tax, multistoried building tax, water tax and other levies in respect of the land and the new building save those separately assessed on the Purchaser.
11. RESERVES : Creation of fund for replacement renovation and other periodic expenses.

THE SIXTH SCHEDULE ABOVE REFERRED TO
SPECIFICATION OF WORK
(MANNER OF COMPLETION OF THE NEW BUILDING)

1. Excavate upto a depth of 1.5 M and fill back with sand upto a depth of 1M properly vibrated to reach consolidation.
2. P.C.C. 1:4:8 below foundation.
3. M-20 grade concrete to Foundation, columns, beam, slab , staircase, roof etc.
4. External brickwork 250 mm thick with 1:6 cement mortar
5. Internal wall 125 mm/75mm thick in 1:4 cement mortar with H.B. netting on every 4th course.
6. Flooring and Skirting :- Marble/Vitrified tile in all room, staircase. Kitchen platform - granite with glazed tiles in wall.
7. Toilet wall to be finished with glazed tiles.
8. Door and window - Sal wood door frame with Aluminum glazed shutters to window, Door ISI make commercial flush door shutter painted.
9. Plaster - Internal / external 1:6 cement mortar finished with P.O.P. / Birla white.
10. R.C.C. surfaces to be finished with 1:4 cement mortar.
11. Garage area - should be finished with brick soling and if possible with Kota Stone finish.
12. M.S. grill and staircase will be made out of M.S. square bar, flats or as per design.
13. Roof to be finished with water proofing chemicals with concrete screed or as detail.
14. External paint will be weather coat.
15. All water supply line will be 'Supreme' make UPVC pipe.
16. All soil, water and rain water will be PVC with PVC fittings,.
17. All C.P. fittings should be of Jaquar make.
18. European W.C. basin etc. should be Hindustan or Cera or equivalent.
19. Control valves will be standard make ISI approved.
20. Each bedroom will have minimum 2 point, 2 plug points by side, one light point above dressing table and one fan point. One 15 amp power plus each bed room for Air conditioning.
21. Kitchen - One light plus point and power point for running microwave etc. one exhaust fan point.
22. Drawing/dinning - will have 2 fans, 4 light point, one light plug point, 15 amp power plug for refrigerator.

23. Toilet - 15 amp power plug for geyser, one light point, one fan point and light plug for shaving.
24. Staircase - One point each landing with 2-way switch control.
25. Roof will have 6 light points, 2 plug point.
26. Garage area - one light point in each bay.
27. Darwan/Security - One light point and one bracket fan point.
28. 4 gate lights.
29. Boundary wall - 2 sides have already been done other west side will have boundary wall as per design and front side will have M.S. grill gate for security purpose.
30. Submersible pump. U.G. tank of 600 ltrs capacity and O.H. tank same size. Septic tank as per ISI design to be provided.
31. Lift - Capacity of 4 passengers.

IN WITNESSES WHEREOF the parties hereto have executed these presents on the day month and year first above written.

EXECUTED AND DELIVERED

by the VENDORS at Kolkata in the

Presence of :

EXECUTED AND DELIVERED by the

DEVELOPER at Kolkata in the

Presence of :

EXECUTED AND DELIVERED by the
PURCHASER at Kolkata in the
Presence of :

MEMO OF CONSIDERATION

Date	Cheque No.	Name of the Bank	Branch	Amount
.....
.....
Rupees				TOTAL RS.

IN PRESENCE OF :

DRAFTED BY :

SUBIR KUMAR DUTTA
Advocate
Alipore Civil & Criminal Court,
Kolkata – 700 027.

TYPED BY :

KHELAGHAR
18, Moore Avenue,
Kolkata – 700 040