

LOKENATH.  
APARTMENT.

Completion date  
Feb '20 - 31/Jan/20



পশ্চিমবঙ্গ পশ্চিমবঙ্গ WEST BENGAL

30AB 286922

AGREEMENT FOR SALE

THIS MEMORANDUM OF AGREEMENT FOR SALE is made on this  
30th Day of June, 2019 (Two thousand Nineteen).

BETWEEN

(1) SRI SUSANTA PATRA, PAN-AIMPP7028F, Son of Late Sanat Patra, by caste-Hindu, by occupation-Business, (2) SRI SUKUMAR PATRA, PAN-BIIPP2177C, Son of Late Surendra Nath Patra, by caste-Hindu, by occupation-Service, residing at Subhasgram Railgate Janaki Nath Basu Road, P.O-Subhasgram, P.S-Sonarapur, Dist.South 24 Pargana, Kolkata-700147 -hereinafter called and referred to as the VENDORS/LANDOWNERS ( Which term or expression shall unless excluded repugnant to the context be deem to mean and include their heirs, successors, executors, legal representatives, administrators or assigns ) of the First Part.

Debika Chakraborty

Gopal Ghosh.

AND

**SMT. DEBIKA CHAKRABORTY**, PAN-AFGPC3865C, Wife of Sri Ashim Chakraborty, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at J.N.Bose Road, Subhasgram (Purbayan), P.S-Sonarapur, Kolkata-700147, herein hereinafter called and referred to as the "**DEVELOPER/PROMOTER**" (Which expression and terms shall unless otherwise repugnant to the context be deemed to mean and include her heirs, executors, administrators, representatives and assigns) of the SECOND PART. The said Smt. Debika Chakraborty self as a Developer and and as a **constituted Attorney** on behalf of land owners Susanta Patra & Sukumar Patra. Vide registered Development Agreement Deed No.1572 for the year 2015 and Registered Development Power Deed No.1573 for the year 2015 which was duly registered at Adl.D.S.R. Sonarpur.

AND

**GOPAL GHOSH**, PAN-AZEPG2191B, Son of Joydeb Ghosh, By Caste-Hindu, by occupation- Service, residing at Subhasgram J.N.Bose Road, P.O-Subhasgram, P.S-Sonarapur, Dist. South 24 Parganas, Kolkata-700147 - herein hereinafter called and referred to as the "**PURCHASER**" (Which expression and terms shall unless otherwise repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the THIRD PART.

WHEREAS said land owners namely Susanta Patra & Sukumar Patra had jointly purchased a plot of sali at present Danga land measuring 3 kattas 14 chatacks 30 sq. feet regarding R.S. Dag No.1964, under C.S. & R.S. Khatian No.55, of Mouza-Kodalia, J.L.No.35, Dist. 24 Parganas (S) from Sri Krishnapada Das Majumder by way of Registered Sale Deed No. 4577 for the year 2000 (Being Book No.I, Volume No.78, Page 196 to 203 recorded) which was duly registered at A.D.S.R. Sonarpur. The said land owners recoded their name in the office of Rajpur Sonarpur Municipality of which Holding No.1173, ward No.21, situated at J.N.Bose Road. The said land was recorded name in the L.R.Settlement record in the name of said Krishnapada Das Majumder of which L.R. Khatian No.415, L.R. Dag No.2093. The said land owners jointly recorded their name in the settlement office of which L.R.Khatian Nos.5837 & 5838.

AND WHEREAS the LANDOWNERS are now the owners and seized and possessed of ALL THAT Property which is free from all encumbrances, lien, lispendences, charges whatsoever, hereunder written and the said property has been fully and particularly described in the Schedule-"A" hereunder written.

AND WHEREAS said land owners have been enjoying the said property without interruption from any corner. The property is free from all sorts of encumbrances, and the Landowners herein being desirous of construction of a new multi-storied building on their said premises have approached the Developer herein and the Developer has agreed to develop the said premises and for that They have entered into a Developers Agreement with the Developer for the year 2015, Vide Development Agreement Deed No.1572, registered at Adl.D.S.R. Sonarpur, with certain terms and Conditions. The said Developer shall construct the G+ 3 storied building on the Onwer's land at her own cost.

Debika Chakraborty.

Gopal Ghosh.



The Land Owners executed Development Power of Attorney in favour of said Developer Smt. Debika Chakraborty in the year 2015, which was registered at Adl.D.S.R. Sonarpur (Vide Power of Attorney Deed No. 1573).

ANDWHEREAS the Purchaser/Transferee herein being desirous to acquire a Flat , on the Third Floor measuring about 636 Sq.ft. Super built up area ,Flat No.B, (being the Developers Allocation as per the Developers Agreement for the year 2015 ) to be constructed and completed in all respect by the Developer as per Sanctioned building plan referred to above, inspected all the legal papers of the said premises as mentioned in first Schedule hereunder and also the project site showed his positive intention to purchase the Flat as mentioned in the Second Schedule hereunder and the Developer agreed to sell and deliver possession of the said Flat (Constructed as per Specification stated in Sixth Schedule) to the Purchaser/ Transferee with the undivided proportionate share of land and with the common areas and facilities to be enjoyed by the Purchaser/Transferee with other (as mentioned in Fourth Schedule hereunder ) and also taking the liabilities of common expenses for maintenance of the Building and common areas ( as mentioned in fifth Schedule hereunder).

ANDWHEREAS the Developer and the Purchaser/ Transferee agreed to the offer and acceptance settled at the total consideration price of **Rs.17,80,800/- (Rupees Seventeen lakhs eighty thousand eight hundred )** only in respect of the Flat to be constructed on the 3rd floor being Flat No.B, measuring about 636 Sq.ft. Super built up are at the said premises more fully and particularly described in the First Schedule hereunder written.

ANDWHEREAS in the Vendor/ Developer shall have right to pass revise plan sanctioned from Rajpur Sonarpur Municipality.

Debika Chakraborty

Ropal Ghosh.

DEFINATION:

IN THIS AGREEMENT unless it be contrary or repugnant to the subject or context the words and expressions used shall mean the following :-

- a) BUILDING : Shall mean the building to be constructed on the land measuring about 3 kattas 14 chatacks 30 sq. feet regarding R.S. Dag No.1964,L.R. Dag No. 2093, under C.S. & R.S. Khatian No.55, Old L.R.Khatian No.415, New L.R.Khatian No.5837 & 5838, of Mouza- Kodalia, J.L.No.35, under Rajpur Sonarpur Municipality ward No.21, Holding No.1173, situated at J.N.Bose Road, Dist. 24 Parganas (S) which is morefully and particularly described in the First Schedule hereunder Written.
- b) VENDOR/ LAND OWNER : Shall mean SUSANTA PATRA & SUKUMAR PATRA and their heirs, executors, legal representatives, administrators and / or assigns.
- c) DEVELOPER/ CONFIRMING PARY AND ATTORNEY : Shall mean SMT. DEBIKA CHAKRABORTY and her successor/s, legal representatives and/ or assigns.
- d) LAND: Shall mean the land comprised and situated at the premises morefully and particularly described in the First Schedule hereunder written.
- e) FLATS :Shall mean the Flats and / or other space or spaces intended to be built and constructed capable of being occupied, which is more fully and particularly described in the Second Schedule hereunder written.
- f) CAR PARKING SPACE: Shall mean spaces in or portion of the Ground Floor of the building either covered or open expressed or intended or reserved by the Vendor and Developer for parking of cars.
- g) BUILT-UP-AREA : Shall according to its context mean the plinth area of the unit described in the Second Schedule hereunder and constructions thereat, and which area shall include, inter-alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns, pillars therein PROVIDED THAT if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit. To common areas, portions and installations of the building as shall be determined by the Architects in its absolute discretion and whose decision shall be final and binding.

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h) PLAN: Shall mean the already sanctioned building plan duly sanctioned by Rajpur Sonarpur Municipality and also the elevation, design, drawings and specifications (as per sixth Schedule written hereunder ). Plan also includes the revised sanctioned plan to be sanctioned by Rajpur Sonarpur Municipality.

i) ARCHITECTS: Shall mean the Architects as may be appointed by the Vendor and Developer from time to time for the new building.

j) ASSOCIATION: Shall mean any Company incorporated under the Companies Act, 1956, or any Association or any Syndicate or Registered Society that may be formed of and by the co-owners for the common purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the co-owners, but not inconsistent with the provisions and covenants herein contained.

k) COMMON AREAS AND FACILITIES: Shall mean the common areas installations and facilities including the common area and the roof of the building mentioned as specified in Fourth Schedule hereunder written and expressed by the Vendor or common use and enjoyment of the Co-owners which include the drive way, garden and paths but shall not include the designated open car parking spaces on the Ground floor of the said building Complex which the Vendor may use for itself to be used for the purpose of parking cars and / or other purposes and the Vendor shall have the absolute right to deal therewith to which the Purchaser hereby consents.

l) COMMON EXPENSES: Shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and installations and for rendition of services in common to the Co-owners and all other expenses for the common purposes to be contributed, borne paid and shared by the Co-owners including those mentioned in the Fifth Schedule hereunder written.

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m) DATE OF COMMENCEMENT OF LIABILITY: : Shall mean the date on which the Purchaser takes actual physical possession of the said Unit after fulfilling all the liabilities and obligations in terms of this Agreement or of the date of expiry of the period specified in the notice in writing by the Vendor to the Purchaser to take possession of the said Unit, irrespective of whether the Purchaser takes actual physical possession of the said unit or not, whichever be earlier.

n) MAINTENANCE-IN-CHARGE : Shall upon the formation of the Association and its taking charge of the acts relating to the common Purposes from the Vendor, mean the Association and till such time the Association is formed and takes charge of the acts relating to the common Purpose, mean the Vendor or its nominee company.

o) SAID UNIT: Shall mean the Flat of the building being constructed on the said land or on the part thereof morefully and particularly mentioned and described in the second schedule hereunder written, with fittings and fixtures to be provided therein by the Vendor as mentioned in Sixth Schedule (Specification Schedule) hereunder written and wherever the context so permits shall include the Purchaser's undivided share in the Common Areas and installation as also in the said land attributable to the said Unit.

p) UNITS : Shall mean independent and self contained Flat or apartments and/ or other constructed by the Developer on the said land capable of being exclusively held or occupied by a person at the said multi-storied building.

q) WHEREVER: Any expenses or costs are mentioned to be borne or paid proportionately by the Purchaser / Transferee then the portion of the whole amount payable by the Purchaser/ Transferee shall be in proportionate area of the respective Purchaser/ Transferees respective Flats which will also include the proportionate area of the total common areas constructed and completed in the building, the said expenses and cost included are payable by the Purchaser/Transferee.

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- q) FORCE MAJEURE: The following shall be included in the reasons beyond the Developer's control for giving possession of the said Unit to the Purchaser:-
- i) Storm, tempest, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc.
  - ii) Strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said land by the Court of Law, Tribunal or Statutory Body being in force resulting in stoppage of construction at the said land.
- s) OWNERSHIP: Shall mean the said Flat to be constructed or erected by the Vendors/Developer in terms of this " Agreement for Sale".
- t) PURCHASER/TRANSFeree: Shall mean SRI GOPAL GHOSH, The Purchaser/ Transferee and her heirs , legal representatives, executors, administrators and assigns.
- u) TRANSFER: Shall include transfer by possession and by any other means adopted for effecting what is understood as a transferee of the Flat in a building to a Purchaser/ Transferee thereof.
- v) Word importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.
- w) Word importing MASCULINE GENDER shall include the FEMINE 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.
- NOW THIS AGREEMENT WITNESSETH as follows :-
1. The Purchaser/ Transferee confirms to have inspected and examined the title in respect of the land and is fully satisfied with the title of the Landowner free from all encumbrances and agrees and covenants not to raise any objection thereto in future. The Purchaser/Transferee has also inspected and satisfied the total Recital portion herein before referred and the building plan duly sanctioned by the Rajpur Sonarpur Municipality in respect of the building to be constructed and/ or now being constructed on the said property and also satisfied and convinced with the right of the Vendor/ Developer to enter into agreements for transfer/construction of the Flats together with proportionate share of land and agreed not raise any objection thereto in future.

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2. The Vendor/Developer agrees to sell and transfer or cause to be sold and transferred in favour of the Purchaser/ Transferee and the Purchaser/Transferee hereby agrees to acquire ALL THAT the flat measuring 636 sq.feet ,third floor with undivided share of interest in the said property. The Vendor/Developer hereby agrees and undertakes to execute or cause to be executed the Deed of Conveyance in favour of the Purchaser/ Transferee for the the undivided proportionae share in the said land in proportion to the Flat being North facing, measuring about 636 Sq.feet super built up area on the Third floor of the First Schedule premises.
3. That the Purchaser/Transferee hereby irrevocably appoint, authorised and empower the Developer as his contractor for construction and erection of the said Flat on the said premises at First Schedule referred hereunder and include common parts in the said building fully described in the Second Schedule for and on behalf of and on account of the Purchaser/Transferee with standard materials to be applied by the Developer and the Purhaser/ Transferee hereby agreed that the said Flats to be constructed by or through the Developer and nobody else in accordance with the plan sanctioned by the RajpurSonarpur Municipality with such modification alternatives as may be deemed to the same and hereby further agreed not to raise any objections or modifications in accordance with sanctioned plan and the specification of materials to be used is detailed in Schedule of Specification (Sixth Schedule).
4. The Purchaser/Transferee shall not have any right, title, interest, claimor demand whatsoever or howsoever over the other parts or portions of the said building of the sdaid property excepting theFlat specified in the Second Schedule and user of common areas and facilities with other.
5. That the Purchaser/ Transferee shall not do any act, deed or thing whereby the construction ordevelopment of the said building or property is in any way hindered, delayed or impended with nor shall in any way commit prejudice of any of the terms and conditions herein contained and further that if due to any action directly or indirectly of the Purchaser/ Transferee, the work be stopped the Purchaser/ Transferee shall pay to the Developer all csts and damages so suffered by the Developer . This loss or damage shall be recovered from the date mentioned in the notice served to this effect and with such amount mentioned therein.
6. The Purchaser/ Transferee shall not sell, transfer, mortgage, assign or in any way alienate or encumber the benefits of this Agreement without prior consent in writing of the Developer during the construction period, and for that the Purchaser/ Transferee has to pay ransfer fees ( as settled by the Developer herein) to the Developer.

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7. In consideration of the developer having agreed to construct/ erect and build the said Flat including the covered / open space and the Purchaser/ Transferee shall pay to the Developer a total sum of Rs.17,80,800/-(Rupees Seventeen lakhs eighty thousand eight hundred ) only on the day a sum of Rs. 1,80,000/- ( One lakh eighty thousand ) only paid by cheque and cash & Pay order by the said purchaser/ Transferee to the Developer as advance money (which is morefully written in the Memo of Consideration hereunder ) and balance of the purchase money is to be paid to the Developer in the manner specified in the schedule given below.
8. Time shall be essence of the contract and the Purchaser/ Transferee hereby agrees not to withheld payment for any reason whatsoever or however. The Purchaser/Transferee shall make all payment directly to the Developer against acknowledgement receipt.
9. All the amount which shall become due and payable to the Developer by the Purchaser/ Transferee hereunder shall charge on the Purchaser / Transferee entire right, title, interest in the saidFlat and common parts.
10. If the Purchaser/Transferee fails to make payment of any installment or installments on the stipulate dates or within 7 days service ofnotice of payment the Purchaser/ Transferee shall pay interest at the rate of 24% per annum or 2% per month or part thereof on all sums of themoney becoming the Purchaser/Transferee defaulted to pay to the Developer within 7 days of the notice being served upon Purchaser/ Transferee by the Developer, requiring such payment for the period during which the Purchaser/ Transferee shall remain in default. This will be without prejudice to the other right of the Developer hereunder. The Developer shall have the discretion to waive and/ or reduce the interest as aforesaid.
- 11.If the default of the Purchaser/ Transferee in making payment of the installment exceed the period of one month from the date it becomes due in that event the Purchaser/ Transferee in addition to the said interest of 24% per annum shall be liable to pay penal interest at the rate of 2% per month on outstanding amounts . If such default continues for a further period of three months, then in that event the Developer shall be entitled to terminate and determine this Agreement. The Developer shall not be exercising this power without giving prior notice and last opportunity tothe Purchaser/ Transferee.

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12. If the Purchaser /Transferee fails to make payment within 7 days of the final notice for payment set out in the notice the developer shall cancel the booking allotted to him and refund all the moneys paid by the Purchaser/Transferee after deduction of 20% of paid up money as and by way of liquidated damages and the said Flat shall belong to or vest with Developer as the absolute property of the Developer and the Developer shall be at liberty to sell the Flat to any other person and the Purchaser/ Transferee shall not raise any objection or claim whatsoever . The Developer shall serve notice on the Purchaser/ Transferee notifying herein the date on which booking and allotment of the Flat has been cancelled and asking him to take back refund within such date as be mentioned therein and no further communication shall be made with the Purchaser/ Transferee thereafter. This notice is conclusive and final and binding on the Purchaser/ Transferee and the Purchaser/ Transferee shall not have any right to dispute or objection or making any claim in future on this issue. In case the Developer fails to hand over the concerned Flat of the Purchaser/ Transferee in stipulated time the Developer shall be liable for paying a penalty of 1% per month of the total received amount.

13. If the Purchaser/ Transferee at any time wants to withdraw or cancel the booking the money so deposited or paid by him will be refunded without interest but after deduction of 10% of paid up amount of Rs. 50,000/-only whichever is higher as and by way of liquidated damage and penalty and the refund shall be made after four weeks after the date of finalization accounts of repayment with the Purchaser/ Transferee with due notice.

14. Nothing contained herein shall be construed at present, demise or transfer by the Developer in favour of the Purchaser/ Transferee nor this Agreement shall be construed to be a transaction in the nature of part performance within the meaning of Section 53a of the Transfer of Property Act, 1882, and such demise or transfer shall take effect only on full and final payment of total consideration agreed to be paid by the Purchaser/ Transferee to the Developer as specified in the third Schedule.

15. The usual course of business of the Purchaser/Transferee will not be hindered by the Developer at the time of construction proceedings of the said building in the First Schedule premises, but the Purchaser/ Transferee shall not obstruct or restrict the right and will co-operate with the Developer in the course of construction of the said building.

16. After the construction of the said Flat the Developer shall give notice to the Purchaser/Transferee regarding the completion and within 15 days from the date of such notice the Purchaser/ Transferee shall take over possession of the said flat upon payment of all the dues payable by the Purchaser/ Transferee to the Developer.

Debika Chakraborty

Gopal Ghosh.



17. a) After the said building is completed and the possession of the Flat is taken over by the Purchaser/Transferee with his full satisfaction regarding workmanship specification and quality of materials the Purchaser/Transferee shall not be entitled to any amount on account of any bad workmanship, specification or inferior quality of of the materials used in the said building or of any construction defects in the said building or in the said flat it is hereby agreed that the decision of architect is final conclusive and binding on the Purchaser/ Transferee before the construction of Flat.

b) After the completion of the said Flat the total area comprised in the same shall be certified by the Architect appointed by the Developer and such certificate shall be final conclusive and binding on the Purchaser/Transferee and the Purchaser/Transferee shall not be entitled to challenge question of dispute the same on any ground whatsoever if upon assurance of such certificate it be found that the area comprised in the space is less or more than the area mentioned herein in that event the price payable by the Purchaser/Transferee to the Developer shall be proportionately reduce or increased as the case may be provided such variation is more or less then of the stated area.

c) Any deviation (i.e. increase) in the total area of the proposed Flat at the time of giving possession to the Purchaser/Transferee will have to be borne by the Purchaser/Transferee.

18. The Purchaser/Transferee also agreed to pay an amount of Rs. 30,000/- (Thirty thousand) only to the Developer in addition to the consideration herein above against charges for installation of common electric, meter, separate electric meter, transformer etc.

19. The Purchaser/Transferee shall regularly and punctually make payment of such sum towards maintenance charges and either out goings mentioned in the aforesaid schedule written hereunder to the Developer in respect of her Flat in the said building after getting possession/registration of Sale Deed of the said Flats- whichever is earlier) as determined by the Association formed by the vendor/Developer in the said newly constructed building . The Purchaser/ Transferee cannot deny the payment of the maintenance charges for now using the premises.

20. The Purchaser/ Transferee shall pay off the legal charges and statutory dues for the purpose of Registration of the said Flats and/ or undivided share of the said property in favour of the Purchaser/ Transfer for the purpose of legal possession of the said Flats to the Purchaser/Transferee.

Debika Chakraborty

Gopal Ghosh

21. So long as such Flats in the said building shall not be separately assessed for the purpose of Municipal taxes maintenance charges and water charges the Purchaser/ Transferee shall pay proportionate share of water taxes maintenance charges and municipal taxes and other taxes assessed on the whole building including the charges for consumption on electricity. Such proportionate shall be determined by the Vendor/ Developer on the basis of area of such Flat in the said building.
22. The Purchaser/Transferee along with other Purchaser/Transferee will not require to contribute the proportionate share of the maintenance charges of the other units which are not sold by the Developer.
23. In the event of any default on the part of any Purchaser/Transferee in making payment of the said maintenance charges indoor other outgoing and taxes then in addition to such rights the Developer may have against the Purchaser/Transferee the developer be entitled to.
- a) Claim interest @ 24% P.a on all the outgoing.
- b) Disconnect electricity in the said Flat. For the period till full possession to the Association of the Purchaser/ Transferee is given.
24. The Purchaser/ Transferee shall have no claim save and except in respect of said Flat hereby agreed to be acquired by him not belonging to Purchaser/ Transferee or provided for under this Agreement shall remain the property of the developer and he shall have the right to use, transfer or deal with same in this manner as the Developer shall in its absolute discretion think fit and proper.
25. The Purchaser/ Transferee shall not decorate the exterior of the said building otherwise than in a manner agreed by the Vendor/ Developer or in a manner as near as may be in which it was previously decorated.
26. The Purchaser/ Transferee shall have to pay proportionate share in electric supply meter used as common to the developer to supply of electricity to his Flat and for electricity used in common areas and the Purchaser/ Transferee shall arrange to get his individual electric meter in his Flat at his costs and the Developer shall assist in this regard.
27. The Purchaser /Transferee shall not deposit or permitted to deposit any rubbish in the stair case, lobby or in any common parts of the building.
28. The Purchaser/ Transferee shall not store of any goods, articles, or things in the staircase, lobby or other parts of the said building or any portion thereof or the landings or any part thereof.
29. The Purchaser/Transferee shall not commit or permit to be committed any alteration or change any pipes, conducts, cables and other fixtures and fittings serving the said building.

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30. The Vendor/ Developer shall constitute, organize and/ or otherwise do ALL THAT said property shall be necessary for the purpose of forming Association/Society by the Purchaser/ Transferee of the Flat of the said building and the said Association or the society shall take charge of the complete building for it or them. The Vendor/Developer can also be a member of the said association of the society.
31. All the proportionate costs including costs and expenses for the organization of the Association/Society (if necessary for registration) Shall have to be paid on prorate basis by the members of the new association.
32. All documents, Deed of Conveyance as shall be drafted and prepared by the Advocate for the developer and the same should be approved and accepted by the Purchaser/ Transferee or his legal advisor before execution of the same the Purchaser/ Transferee also agrees to pay, professional fees and charges and all registration cost, stamp and expenses to the Advocate of the developer.
33. The Developer and the Purchaser/ Transferee has entered into this agreement purely on Principal to principle basis and nothing stated herein shall be deemed or constitute any partnership between the Vendor/ Developer and the Purchaser/Transferee or constructed as a joint venture between the Purchaser/Transferee constitute as the association of persons. Each Party shall keep the other duly indemnified from and against the same.
34. The Purchaser shall have no connection whatsoever with the Purchaser of the other units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and other Co-Owners (either express or implied) and the Purchaser shall be responsible to the Vendor/ Developer for fulfilment of the Purchaser's obligations irrespective of whether the Vendor/ Developer can procure only a few of them and the Purchaser's obligations and the Vendor/ Developer's right shall in no way be affected or prejudiced thereby.
35. If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulation on the said land and / or the building as a whole and / or the said unit or on the transfer thereof, the same shall be borne and paid by the Purchaser partly or wholly as the case may be within 7 days of a demand being made by the Developer without raising any objection thereto. The Purchaser may however take inspection of the documents in support of such charges at the office of the Developer upon prior written notice.

Debika Chakraborty

Gopal Ghosh.

36. This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both parties. The Purchaser acknowledges upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Developer or its agents, servants or employees other than what is specifically set forth herein.

37. All disputes and differences by and between the parties hereto in any way relating to or connected with the said unit and / or this Agreement and/ or anything done in pursuance hereof shall be referred for arbitration before the sole Arbitrator as fixed or deemed proper by the Developer and the same shall be adjudicated in accordance with the Arbitration and Conciliation Act, 1996 as modified from time to time. The said Arbitrator shall have the right to proceed summarily and to make interim awards.

38. Only the High Court of Calcutta and Courts subordinate thereto shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the Arbitration as provided hereinabove.

39. Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgement due at the address of the other party mentioned hereinabove 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 served. None of the Parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Land )

All that piece and parcel of sali at present Danga land measuring 3 kattas 14 chatakks 30 sq. feet regarding R.S. Dag No. 1964, L.R. Dag No. 2093, under C.S. & R.S. Khatian No. 55, Old L.R. Khatian No. 415, New L.R. Khatian Nos. 5837 & 5838, of Mouza- Kotalia, J.L. No. 35, under Rajpur Sonarpur Municipality ward No. 21, Holding No. 1173, situated at J.N. Bose Road, P.S. & A.D.S.R. Office at Sonarpur, Dist. 24 Parganas (S), Kol-700147, hereinafter called & referred to as the "said property". The said Attorney shall finish the said multistorey building on the said land as per sanctioned Plan approved by Municipality. The Attorney shall sale & transfer, exchange the newly proposed G+III Storied building with proportionate share of land and common portion (EXCEPT OWNER'S ALLOCATION mentioned in the Development Agreement) by the above mentioned Power Attorney Deed.

The land is butted and bounded by as follows :-

ON THE NORTH: Land of this Dag.  
ON THE SOUTH: 30 feet wide J.N. Bose Road.  
ON THE EAST: Land of R.S. Dag No. 1963 & 1965.  
ON THE WEST: 10 feet wide common passage.

Debika Chakraborty

*Opul Ghosh*



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SECOND SCHEDULE ABOVE REFERRED TO  
( Description of the Flat )

ALL THAT piece and parcel of Flat North facing, measuring about 635 sq. feet super built up area on the Third floor Flat No.B, Marble finish floor, (consisting of two bed room, one dining, one kitchen, two Bath rooms, one Balcony) together with the undivided proportionate share of land and common use of stair & ground common passage & space and roof of building in the Premises No. 1173, situated at J.N.Bose Road, Ward No.21 of Rajpur Sonarpur Municipality, which is more fully and particularly described in the First Schedule written hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO  
( Pavement Schedule )

- i. On the date of signing of this Agreement for Sale Rs. 1,80,000/- (Rupees One lakh eighty thousand) only.
- ii. Balance amount within the 4 (Four) months from the date of signing of this agreement.
- d) The Purchaser shall pay the GST for her flat value and also pay the sum of Rs. 30,000/- (Rupees thirty thousand) only extra for Transformer installation.

DEBIKA CHAKRABORTY

Gopal Ghosh.

THE FOURTH SCHEDULE ABOVE REFERRED TO  
( Common Areas and Facilities )

1. The total land upon which the G+3 storied building is constructed and built and all assessments, rights and appurtenances belonging to the land and the building.
2. The foundations, columns, girders, beams, supports, main walls corridors, libbiid, stairs, stairways, water tanks, entrances and exists of the building mean for common user of all the owners including the Vendors.
3. The cellars, yards etc. if any.
4. The Premises of the lodging of Generators (if any).
5. Installations of common services, such as light, gas, sewerage etc. meant for common use of all the flat or apartment owners including the Vendor.
6. All common passage of all floors, proportionate share of roof right, stair landing approaching to the flat and also connecting to the main entrance of the premises at ground floor.
7. Drainage, sewerage ,electrical installations water pump, deep tube well, waer pipes, reservoir both underground and overhead.
8. Plumbing installations save and except the installation within the flat.
9. Lighting of passage and common areas.
10. To use the septic tank, common with other and to maintain the same collectively with the other flat owners of the building including the Vendor.
11. Electric meter room and the electric meter space and in general all apparatus and installations exists or to be installed for the common use.
12. All open to sky space on the ground floor mean for ingress and egress to and from the flat or apartment.
13. Such other common facilities as may be specifically provided for in the declaration
14. All other parts of the property necessary of convenient to its existence maintenane and safety or normally in common use of the building with other flat owners.

Debika Chakraborty

Gopal Ghosh.



THE FIFTY SCHEDULE ABOVE REFERRED TO  
( Common expenses )

1. ALL expenses for the maintenance, administration, repairs, replacement and renovation of the main structure and in particular the filter water and rain water pipes of the building water pipes and electric wire under or upon the building enjoyed or used by the Purchasers, the Vendors and all apartment owners of the building and the main entrance, landing stair case of the building as enjoyed by all the aptment owners with the Vendors in common as aforesaid and the boundary walls of the building compound etc. The costs of sweepers, electricians etc. for the common areas and facilities.
2. The Municipal taxes as levied or may be levied from time to time in respect of the whole of the building and all replacements improvements or additions or alterations of the common areas and facilities as described in Schedule "C" hereinabove and all sums assessed against the apartment owners.
3. Costs of establishment and operation of the Association relating to the common purposes.
4. Litigation expenses incurred for the common purposes.
5. Office Administrative over head expenses incurred for maintaining the office for common purpose.
6. The Purchaser at his own costs and expenses will make emergency repair if it relates to the common areas and facilities to prevent any damage of the building.
7. All expenses referred to above shall be borne and paid proportionately by the Purchaser along with other co-purchasers on and from the date of taking possession of their respective unit.

THE SIXTH SCHEDULE ABOVE REFERRED TO  
(Specification)

No. of Floors : G+ 3.

General : The Building shall be R.C.C framed structure as per design of the Architect.

Debika Chakraborty

Gopal Ghosh.

THE SIXTH SCHEDULE- ABOVE REFERRED TO

(WORK SPECIFICATIONS)

1. Super Structure: Super Structure will be of RCC designated by structural Engineer & approved By KMC.
  2. Brick Walls : All the Exterior Brick walls shall be of good quality brick, 200 mm thick. All partition walls shall be of 125/75mm of good quality bricks.
  3. Flooring Skirting & Dado: All floors in rooms & Verandah are laid with Marble and , kitchen, toilet are laid with Marble with good and standard quality and skirting in toilet will be 6 feet height glaze tiles and 2'-6" height above black platform in kitchen.
  4. Doors & Windows : a) All doors are solid flush door with good quality hatch bolt, eye-hole (main door only), internal tower bolts, door rings & stoppers.  
b) Windows shall be of Steel frame designed by Developer & property painted with glass panes and accessories.
  5. White Wash & Colour Wash : The external walls of the building will be painted with cement based paints. Stair case, bath room & Kitchen will be white washed.
  6. Toilet & Kitchen: two plain Commode , two taps, shower will be provided in two Toilets & Kitchen room will be provided with two taps & Black stone sink.
  7. Electrical Installations: a) Provision of separate Electrical.  
b) Two light points, one fan point in each bed room.  
c) Two light points, one fan point & Plug point in drawing & dining room.  
d) One light point & one plug point at Toilet and kitchen.  
e) All Fiting will be as per existing rules & regulations of WBSE with good quality conductor, fuses, switch box & Junction Box.
  8. Water Supply: Overhead Reservoir will be provided as per design, suitable electrical pump with safety equipments will be provided to supply through under ground reservoir.
  9. Plinth Protection: Cement Concrete 2'-0" wide all round the building with surface drainage will provided.
  10. IF there be any extra work other than the the specifications provided hereto shall be done at extra charges. The Extra charges shall be determined by the Developer accordance with market price.
- IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS, THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED, AND DELIVERED  
IN PRESENCE OF THE WITNESSES.

1. *Bishu Majumdar.*  
*Soharper.*  
*Kol-150.*

*Debika Chakraborty*  
SIGNATURE OF THE DEVELOPER

2. *Sanjoy Ghosh*  
*Subhasdram*  
*Kol-147*



MEMO OF CONSIDERATION

Received the sum of Rupees 1,80,000/- (Rupees One lakhs eighty thousand) only which is paid by the said purchaser to the said Developer as advance money by cash and cheque and pay order.. (Cheque No. 000021  
HDFC Bank - Nidhu Krishna @havan, 106 Kulp Road,  
Padmapukur, @aruijer, Kolkata-700144.

Witnesses :

1. Bishu Majumder.  
Sonarpur  
KOL-150.
2. Sanjoy Ghose  
Subhasgram  
KOL-147

Debika Chakraborty

Signature of the Developer and  
attorney of land owners

Gopal Ghosh.

Signature of the Purchaser .

Drafted by me:-

Subhadev  
Barpeta  
Ref No MS 297/52