

DRAFT

THIS AGREEMENT is made on this the _____ Day of _____
Two Thousand and Seventeen **BETWEEN** (1) **SMT. SHIKHA MODANI**
(**PAN : AEJPM 1038D**), wife of Shri Sanjay Modani, residing at 137, S.P. Mukherjee
Road, Kolkata - 700026, (2) **SHRI PRITHIVIRAJ DASGUPTA**
(**PAN : AFYPD 8544H**), (3) **SHRI PADMANAVA DASGUPTA**
(**PAN : AGTPD 0913A**) and (4) **SHRI PRIYONKAR DASGUPTA**
(**PAN : AEIPD 7920G**) all sons of Late Prabir Kumar Dasgupta, all residing at
61/L, Kalighat Road, Kolkata - 700026, hereinafter referred to as the
OWNER/PARTY OF THE FIRST PART (which expression shall unless
excluded by or repugnant to the context hereof be deemed to mean and include his

heirs, executors, legal representatives, successors, nominees and/or assigns) of the **FIRST PART.**

AND

M/S. ESSQUARE PROJECTS (PAN NO. : AACFE 9709L), a Partnership Firm, represented by its Partners, namely (1) **SHRI PRITHIVIRAJ DASGUPTA,** (2) **SHRI PADMANAVA DASGUPTA,** (3) **SHRI PRIYONKAR DASGUPTA** and (4) **SMT. SHIKHA MODANI,** having its registered office at 12, Russa Road, East 2nd Lane, Kolkata - 700033, hereinafter called the **DEVELOPER/PARTY OF THE SECOND PART** (which expression shall unless executed by or repugnant to the subject or context hereof be deemed to mean and include its successor or successors in office and/or assigns) of the **SECOND PART.**

AND

_____, s/o _____,
of _____
hereinafter referred to as the **PURCHASER** (Which terms or expression shall unless excluded by or repugnant to the context shall mean and include their legal heirs, executors, administrators, representatives and assigns) of the **THIRD PART.**

WHEREAS:

- A) One Gobinda Chandra Dutta, son of Late Baikuntha Nath Dutta was the absolute owner in respect of a piece and parcel of Danga land measuring about 76 Sataks equivalent to 2 Bighas, 5 Cottah, 15 Chittaks and 30 Sq. ft. more or less situated within the then C.S. Dag No. 3867 under C.S. Khatian No. 2325 of Mouza Garagacha now Behala, J.L. No. 2, Revenue Survey of No. 83, Touzi No. 346, P.S. Behala, District 24 Parganas (South).
- B) While seized and possessed of the said land measuring about 76 Satak, said Gobinda Chandra Dutta by virtue of a registered Deed of Conveyance dated 16th April, 1934 sold, conveyed and transferred a Danga land measuring about 10 Cottahs being the demarcated eastern side out of said 76 Sataks of Danga land to one Jogomaya Dasi, wife of Probodh Chandra Mallick on valuable consideration and the same was duly registered before the Sub-

Registrar at Behala and recorded in Book No. I, Volume No. 12, pages 58 to 66, Being No. 584 for the year 1934.

- C) Though by virtue of the said Deed of Conveyance dated 16th April, 1934, said demarcated Danga land measuring about 10 Cottahs was purchased in the name of Jogomaya Dasi but she was the Benamdar of her husband Probodh Chandra Mallick, who was still in possession of the said land.
- D) While seized and possessed of the remaining portion of said 76 Sataks of said Danga land, said Gobinda Chandra Dutta further sold, conveyed and transferred a demarcated piece and parcel of Danga land measuring about 15 Sataks more or less from the south-eastern corner out of said remaining 76 Sataks of Danga land to one Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary (both since deceased) by a registered Deed of Conveyance dated 26th November, 1938 on valuable consideration, which was duly registered before the Sub-Registrar of Alipore at Behala and recorded in Book No. I, Volume No. 29, Pages 170 to 174, Being No. 1798 for the year 1938.
- E) Thus by virtue of the aforesaid Deed dated 26th November, 1938, said Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary became the joint owners of the demarcated Danga land measuring about 15 Satak equivalent to 9 Cottahs more or less situated within the then C.S. Dag No. 3867, under C.S. Khatian No. 2325, J.L. No. 2, Mouza Garagacha now Behala wherein each having undivided half share therein and constructed a tile shed structure over the aforesaid land for their residence out of their own fund.
- F) Said Jogomaya Dasi died intestate leaving behind her surviving husband said Probodh Chandra Mallick and her two sons, namely Paresh Chandra Mallick and Tarak Nath Mallick and one married daughter Smt. Anjali Laha as her legal heirs and successors.
- G) After demise of said Jogomaya Dasi, said Paresh Chandra Mallick, Tarak Nath Mallick and Smt. Anjali Laha jointly executed a Deed of Relinquishment dated 9th July, 1952 in favour of their father said Probodh Chandra Mallick to avoid any future complications regarding the possession and lawful enjoyment and lawful ownership in respect of the said land

measuring about 10 Cottahs and the said Deed of Release and/or Relinquishment was duly registered before the Sub-Registrar at Behala, District 24 Parganas and recorded in Book No. I, Volume No. 1, Pages 172 to 174, Being No. 1236 for the year 1952.

- H) Thus said Probodh Chandra Mallick became the sole and absolute owner of the said demarcated separated Danga land measuring about 10 Cottahs and while seized and possessed of the same, he, by virtue of a registered Deed of Conveyance dated 7th September, 1953 sold, conveyed and transferred a demarcated piece and parcel of Danga land measuring about 11 Satak more or less equivalent to 6 Cottahs, 8 Chittaks and 2 Sq. ft. out of said 10 Cottahs of land to said Gosto Behari Adhikary alias Gosto Chandra Adhikary on valuable consideration, which was duly registered before the Joint Sub-Registrar of Alipore at Behala and recorded in Book No. I, Volume No. 27, Pages 231 to 235, Being No. 1903 for the year 1953.
- D) After acquiring the ownership in respect of the said 6 Cottahs, 8 Chittaks and 2 Sq. ft. of Danga land by virtue of said registered Deed of Conveyance dated 7th September, 1953, said Gosto Behari Adhikary alias Gosto Chandra Adhikary constructed one tile shed structure therein measuring about 300 sq. ft. more or less and have duly mutated his name in the office of the South Suburban Municipality in respect of the said land and structure and he regularly paid municipal tax thereof as lawful owner of the said land.
- J) The aforesaid land measuring about 6 Cottahs, 8 Chittaks and 2 Sq. ft. have been duly recorded in the Revisional Settlement Record in R.S. Dag No. 11994, under R.S. Khatian No. 2299 and R.S. Dag No. 12021 under R.S. Khatian No. 6391, Mouza Behala, P.S. Behala, District 24 Parganas (South).
- K) Said Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary (both since deceased) being the joint owners in respect of said Danga land measuring 15 Sataks more or less equivalent to 9 Cottahs together with the tile shed structure constructed by them on the aforesaid land duly mutated their names in the office of the then South Suburban Municipality and used to pay the municipal tax thereof as lawful joint owners each having undivided half share therein and the aforesaid land was recorded in the record of the Revisional Settlement in R.S. Dag No. 12022,

under R.S. Khatian No. 6392 and 6393, Mouza Behala, District – 24 Parganas.

L) That said Gosto Behari Adhikary alias Gosto Chandra Adhikary while seized and possessed of as absolute owner of said land measuring about 6 Cottahs, 8 Chittaks and 2 Sq. ft. and also undivided half share of the said land measuring about 9 Cottahs more or less together with tile shed structure situated thereon, he gifted all his right, title and interest in respect of the said property to his three nephews, namely Biswanath Adhikary, Ashoke Adhikary and Dilip Adhikary out of love and affection by virtue of a registered Deed of Gift dated 28th February, 1975, which was registered on 4th of March, 1975 before the Joint Sub-Registrar of Alipore at Behala and recorded in Book No. I, Volume No. 22, Pages 59 to 62, Being No. 1077 for the year 1975.

M) Due to passage of time, said South Suburban Municipality has been merged with the Calcutta Municipal Corporation now known as Kolkata Municipal Corporation and the aforesaid property have been included within the Municipal Ward No. 130 of the Kolkata Municipal Corporation and accordingly, the said area of land measuring about 6 Cottahs, 8 Chittaks and 2 Sq. ft. with tile shed structure standing thereon have been mutated in the name of Biswanath Adhikary and Ashoke Adhikary in the record of the Kolkata Municipal Corporation being Premises No. 137, Netaji Subhash Road within Municipal Ward No. 130 vide Municipal Assessee No. 41-130-09-0138-8, though another brother of said Biswanath Adhikary and Ashoke Adhikary, namely Dilip Adhikary was also one of the joint owners of the aforesaid property, which they acquired by virtue of the said registered Deed of Gift dated 28th February, 1975 but due to inadvertence the name of said Dilip Adhikary had not been mutated in respect of the said property though he continued to be the owner of undivided 1/3rd share therein.

N) That said another property measuring about 9 Cottahs together with tile shed structure situated therein have been mutated and recorded in the office of the Kolkata Municipal Corporation as premises No. 136, Netaji Subhash Road, P.S. Behala, Kolkata – 700 034 within Ward No. 130 vide Municipal Assessee No. 41-130-09-0137-6, in the name of Gosto Behari Adhikary alias Gosto Chandra Adhikary and Gopal Chandra Adhikary, both since deceased.

O) While seized and possessed of the undivided half share of the said Danga land measuring about 9 Cottahs more or less together with tile shed structure situated therein being Municipal Premises No. 136, Netaji Subhash Road, said Gopal Chandra Adhikary died intestate on 24th October, 1986 leaving behind him surviving his four sons, namely Sunil Kumar Adhikary, Biswanath Adhikary, Ashoke Adhikary and Dilip Adhikary and three married daughters, namely Gita Das, Gyatri Adhikary and Rita Adhikary as his legal heirs and successors, who thus jointly inherited the said undivided half share in respect of the said Municipal Premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 i.e. to say each having undivided 1/7th share out of said half share in respect of said premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034.

P) One of the joint owners in respect of the aforesaid property, namely Ashoke Adhikary, filed a title suit for partition against his other co-sharers being Title Suit No. 100 of 1993 in the Court of 7th Sub-Ordinate Judge at Alipore, 24 Parganas (South) in respect of property being premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034.

Q) The aforesaid suit being Title No. 100 of 1993 was decreed in preliminary form by the Learned Assistant District Judge, 7th Court on 22nd August, 1995 wherein it has been declared that said Ashoke Adhikary, Biswanath Adhikary and Dilip Adhikary each are the owners of undivided 1/3rd share in the land measuring about 6 Cottahs 8 Chittaks and 2 Sq. ft. being Municipal Premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 and also undivided 1/3rd share each out of half share of land measuring 9 Cottahs more or less and 1/7th share each out of remaining half share of land measuring 9 Cottahs more or less with the other co-sharers, namely Sunil Kumar Adhikary, Gita Das, Gayatri Adhikary and Rita Adhikary who acquired undivided 1/7th share each out of undivided half share of said premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700034.

R) After such preliminary decree, the aforesaid property has not yet been partitioned amongst the co-sharers, as aforesaid, by metes and bounds.

S) Said Ashoke Adhikary, Biswanath Adhikary and Dilip Adhikary were jointly possessing and enjoying the said Danga land measuring 6 Cottahs, 8 Chittaks and 2 Sq. ft. with 300 sq. ft. tile shed structure situated thereon being

Municipal Premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata – 700034.

- T) One of the co-owners, namely Ashoke Adhikary, by virtue of a registered Deed of Conveyance dated 1st April, 2011 sold, conveyed and transferred his undivided 1/3rd share in respect of the said piece and parcel land measuring 6 Cottahs, 8 Chittaks and 2 Sq. ft. more or less equivalent to 2 Cottahs, 2 Chittaks and 231 Sq. ft. more or less together with undivided 1/3rd share of tile shed structure measuring about 100 sq. ft. situated and being Municipal Premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 in favour of Shri Raghu Banerjee and Shri Debasis Ghosh on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No. I, C.D. Volume No. 7, Pages 7891 to 7925, Being No. 03760 for the year 2011.
- U) Another co-owner, namely Biswanath Adhikary; by virtue of a registered Deed of Conveyance dated 6th April, 2011 sold, conveyed and transferred his undivided 1/3rd share in respect of the said piece and parcel land measuring 6 Cottahs, 8 Chittaks and 2 Sq. ft. more or less equivalent to 2 Cottahs, 8 Chittaks and 231 Sq. ft. more or less together with undivided 1/3rd share of tile shed structure measuring about 100 sq. ft. situated and being Municipal Premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 in favour of Shri Raghu Banerjee and Shri Debasis Ghosh on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No. I, C.D. Volume No. 7, Pages 9817 to 9851, Being No. 03859 for the year 2011.
- V) Another co-owner, namely Dilip Adhikary, by virtue of a registered Deed of Conveyance dated 14th December, 2011 sold, conveyed and transferred his undivided 1/3rd share in respect of the said piece and parcel land measuring 6 Cottahs, 8 Chittaks and 2 Sq. ft. more or less equivalent to 2 Cottahs, 2 Chittaks and 231 Sq. ft. more or less together with undivided 1/3rd share of tile shed structure measuring about 100 sq. ft. situated and being Municipal Premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 in favour of Shri Raghu Banerjee and Shri Debasis Ghosh on valuable consideration, which was duly registered before the District Sub-Registrar-II Alipore, 24 Parganas (South) and recorded in Book No. I, C.D. Volume No. 25, Pages 15421 to 15455, Being No. 13088 for the year 2011.

- W) Thus by virtue of said three registered Deed of Conveyance, Shri Raghu Banerjee and Shri Debasis Ghosh, being the Vendors therein, became the absolute Owners in respect of the said piece and parcel of land measuring about 6 Cottahs, 8 Chittaks and 2 Sq. ft. together with tile shed structure situated therein being Municipal Premises No. 137, Netaji Subhas Road, Kolkata – 700 034 and have duly mutated their names in the record of the K.M.C.
- X) After purchasing the aforesaid property being premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 by virtue of the aforesaid three registered Deed of Conveyances, as stated herein before, Shri Raghu Banerjee and Shri Debasis Ghosh, being the Purchasers therein, detected some typographical mistakes regarding the particulars of Dag Nos. in all the aforesaid Deeds executed in their favour and as such for rectification of the aforesaid mistakes all the previous Owners and/or Vendors in the said respective Deeds duly executed 3 Deed of Declarations and/or Deed of Rectifications all dated 17th March, 2012 inter alia rectifying the aforesaid mistakes in respect of the Dag numbers, which were duly registered before the Additional Registrar of Assurance, Kolkata being Deed Nos. 02323, 02325, 02317 all for the year 2012.
- Y) Thus by virtue of said 3 (three) registered Deed of Conveyances and also said three registered Deeds of Rectification/Declaration, said Shri Raghu Banerjee and Shri Debasis Ghosh became the absolute Owners in respect of the piece and parcel of land measuring about 6 Cottahs, 8 Chittaks and 2 Sq. ft. together with tile shed structure standing thereon measuring about 300 sq. ft. being present Municipal Premises No. 137, Netaji Subhas Road, Kolkata – 700 034 and have also mutated their names in the record of the Kolkata Municipal Corporation and is otherwise entitled to deal with the same.
- Z) The present Owners being interested to purchase the aforesaid property being municipal premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata – 700 034 having an area of land measuring about 6 Cottahs, 8 Chittaks and 2 Sq. ft. together with tile shed structure standing thereon having an area of 300 sq. ft., they, by virtue of a registered Deed of Conveyance dated 27th April, 2015 from said Shri Raghu Banerjee and Shri Debasis Ghosh on valuable consideration and the said Deed was registered before the District

Sub-Registry Office – II and recorded in Book No. I, C.D. Volume No. 7, Pages 1610 to 1639 being No. 04602 for the year 2015.

AA) By virtue of another registered Deed of Conveyance dated 27th April, 2015, the present Owners also purchased another contiguous plot of land measuring about 9 Cottahs more or less together with structure standing thereon having an area of 2100 sq. ft. tile shed structure situated thereon being premises No. 136, Netaji Subhas Road, P.S. Behala, Kolkata – 700034 from said Shri Raghu Banerjee and Shri Debasis Ghosh on valuable consideration and the said Deed was registered before the District Sub-Registrar Office – II and recorded in Book No. I, C.D. Volume No. 7, Pages 1640 to 1669 being No. 04603 for the year 2015.

BB) Since the present Owners purchased two contiguous plot of lands having a common access to both the plots from the main road, they, in order to have common right of use and enjoyment of the said passage running from 16' – 10 ½" to 56' – 4" from the main road to the respective plots, as aforesaid, they also entered into a registered Agreement of Easement of Right of Way amongst themselves, which was also registered before the DSR – II, Alipore.

CC) The present Owners having acquired the absolute Ownership in respect of the aforesaid two distinct plots have decided to construct a complex consisting of 2 separate buildings in the aforesaid properties having common access and common facilities in both the buildings.

DD) At the time of purchasing the aforesaid two plots, the present Owners took financial assistance from the Party of the Second Part / Developer and for which it was initially agreed that the Owners shall get the aforesaid property developed by the Party of the Second Part and the amount received by the Owners from them shall be treated as refundable security deposit in the proposed project.

EE) The Party of the Second Part is a Developer having sufficient infrastructure and experience and the Owners being interested to get the aforesaid property, being premises No. 137, Netaji Subhas Road, P.S. Behala, Kolkata – 700034, developed, hereby authorize / appoint the aforesaid Developer, and accordingly, they have already agreed to get the aforesaid property developed by the Developer by constructing a multi storied building therein.

Parking of Rs. _____/= (Rupees _____ only), towards the cost of construction of the same and also towards the cost for Purchasers' undivided proportionate share or land corresponding to the said flat and car parking space to be paid by the Purchasers in the manner as stated in the Third Schedule hereunder written free from all encumbrances, charges, liens, attachments, whatsoever.

NOW THIS AGREEMENT WITNESSETH as follows:

1. That in this agreement unless it be contrary or repugnant to the context the following definition shall have the following meanings :

A) **OWNER** shall mean (1) **SMT. SHIKHA MODANI** (PAN : **AEJPM 1038D**), wife of Shri Sanjay Modani, residing at 137, S.P. Mukherjee Road, Kolkata - 700026, (2) **SHRI PRITHIVIRAJ DASGUPTA** (PAN : **AFYPD 8544H**), (3) **SHRI PADMANAVA DASGUPTA** (PAN : **AGTPD 0913A**) and (4) **SHRI PRIYONKAR DASGUPTA** (PAN : **AEIPD 7920G**) all sons of Late Prabir Kumar Dasgupta, all residing at 61/L, Kalighat Road, Kolkata - 700026 and their legal heirs, representatives, executors, administrators and/or assigns.

B) **DEVELOPER** shall mean **M/S. ESSQUARE PROJECTS** (PAN : **AACFE 9709L**), a Partnership Firm, represented by its Partners, namely (1) **SHRI PRITHIVIRAJ DASGUPTA**, (2) **SHRI PADMANAVA DASGUPTA**, (3) **SHRI PRIYONKAR DASGUPTA** and (4) **SMT. SHIKHA MODANI**, having its office at 12, Russa Road, East 2nd Lane, Kolkata - 700033 and its successors in office and/or assigns.

C) **PURCHASERS** shall mean (1) **SHRI _____**, s/o _____, of _____ P.S. _____ and their legal heirs, executors, administrators, legal representatives and/or assigns.

D) **PREMISES** shall mean the Municipal Premises No. 137, N.S. Road, P.S. Behala, Kolkata - 700034, within the limit of Kolkata Municipal Corporation under Ward No. 130 containing an area of 6 Cottahs, 8 Chittaks and 2 Sq. ft. be the same a little more or less

together with tile shed structures standing thereon having an area of 300 sq. ft. and more fully and particularly described in the First Schedule appearing hereunder.

E) FLAT/UNIT shall mean on self contained Flat/Unit measuring about ____ Sq. ft. on ____ floor in the proposed building to be constructed in the said building at Premises No. 137, N.S. Road, P.S. Behala, Kolkata - 700034 within the limit of Kolkata Municipal Corporation under Ward No. 130 including all fittings and fixtures therein and/or appurtenant thereto and is hereby agreed to be constructed by the Developer for and on behalf of the Purchasers and more fully described in the Second Schedule hereunder written.

F) PARKING SPACE shall mean open/covered car/scooter/two-wheeler parking space reserved for the Purchasers in the portion of the ground floor of the premises.

G) BUILT UP AREAS shall mean the built up area measuring at floor level of the said flat/unit taking the external dimension of the flat/unit.

H) PROPORTIONATE OR PROPORTIONATE SHARE SHALL MEAN THE UNDIVIDED IMPARTABLE PROPORTIONATE SHARE IN THE LAND AS FULLY DESCRIBED IN THE First Schedule hereunder written and also the proportionate share in the common portion and in all other common rights and liability including the common expenses. Provided that where it refers to the share of the Purchasers in the rates and/or taxes are being respectively levied i.e. in case the basis of any levy by area, and/or rental and/or income and/or user respectively of the respectively Units of the Co-owners.

I) BUILDING PLAN shall mean the plan or plans of the proposed buildings for residential/commercial purpose only to be constructed on the Municipal Premises No. 137, N.S. Road, P.S. Behala, Kolkata - 700034 within the limit of Kolkata Municipal Corporation under Ward No. 130, as sanctioned by Kolkata

Municipal Corporation being Sanctioned No. _____ dated
_____ and/or modified thereof.

J) NEW BUILDING and/or MULTISTORIED BUILDING shall mean the building to be constructed on the said Premises No. 137, N.S. Road, P.S. Behala, Kolkata – 700034 within the limit of Kolkata Municipal Corporation under Ward No. 130 by the Developer in accordance with the plan or plans sanctioned by the authorities concerned.

K) ARCHITECT shall mean the architect as may be appointed jointly by the Owner and the Developer from time to time and shall include such person or persons, firm to firms, company to companies who shall have requisite qualification and experience for such appointment.

L) SALEABLE SPACE shall mean the space in the new building/buildings available for independent use and occupation by the Developer after making due provisions for common facilities and the space required thereof and after providing the Owner's allocations.

M) COMMON AREAS IN THE BUILDING shall mean staircase, right over the service area, corridor, and all other areas in the ground floor, etc. Which are excluded with the area of the flat.

N) OTHER COMMON AREAS AND/OR FACILITIES shall mean the open areas situated at the aforesaid property including the part/unallocated driveway and other common facilities and/or amenities situated therein.

O) COMMON PORTION shall mean the common portion in the proposed building as fully described in the Seventh Schedule hereunder written.

P) COMMON EXPENSES shall mean the expenses described in the Sixth Schedule hereunder written.

Q) CO-OWNERS shall mean according to its context mean all persons who have agreed to own flat/unit of the proposed building including the development for the unacquired flats/units till acquired by others.

R) ASSOCIATION shall mean the Association to be formed by all the co-owners of the proposed building through the Developer only.

S) DEVELOPMENT AGREEMENT shall mean the Agreement for development entered into by and between the Owners and the Developer dated _____.

Words importing singular shall include plural and vice versa and the words importing masculine gender shall include feminine and vice versa and similarly words importing neuter gender shall include masculine and feminine gender.

2. That by the Developer Agreement thereto as mentioned herein before, the Owner has agreed to sale the undivided proportionate right title interest in the land attributed to the Developer's allocation in the proposed building to the Developer and/or its nominee or nominees and accordingly, the Developer also agreed to purchase from the Owner the said proportionate share of land either by itself or through its nominee or nominees and/or on behalf of the Purchasers and the Developer shall construct the building thereon including the Owner's allocation thereof free of cost on the terms and conditions as contained in the said Agreement for Development.
3. The Purchasers after being fully satisfied about the marketable title in respect of the aforesaid property and also the right, title and interest and/or authority of the Developer, agreed to acquire one self contained flat measuring _____ Sq. ft. (more or less) (super built-up area) on the _____ floor, consisting of _____ bedrooms, one dining cum drawing, _____ bath cum privies, one kitchen together with one covered car parking space together with proportionate share of land corresponding thereto being Premises No. 137, N.S. Road, P.S. Behala, Kolkata - 700034 within the limit of Kolkata Municipal

Q) CO-OWNERS shall mean according to its context mean all persons who have agreed to own flat/unit of the proposed building including the development for the unacquired flats/units till acquired by others.

R) ASSOCIATION shall mean the Association to be formed by all the co-owners of the proposed building through the Developer only.

S) DEVELOPMENT AGREEMENT shall mean the Agreement for development entered into by and between the Owners and the Developer dated _____.

Words importing singular shall include plural and vice versa and the words importing masculine gender shall include feminine and vice versa and similarly words importing neuter gender shall include masculine and feminine gender.

2. That by the Developer Agreement thereto as mentioned herein before, the Owner has agreed to sale the undivided proportionate right title interest in the land attributed to the Developer's allocation in the proposed building to the Developer and/or its nominee or nominees and accordingly, the Developer also agreed to purchase from the Owner the said proportionate share of land either by itself or through its nominee or nominees and/or on behalf of the Purchasers and the Developer shall construct the building thereon including the Owner's allocation thereof free of cost on the terms and conditions as contained in the said Agreement for Development.
3. The Purchasers after being fully satisfied about the marketable title in respect of the aforesaid property and also the right, title and interest and/or authority of the Developer, agreed to acquire one self contained flat measuring _____ Sq. ft. (more or less) (super built-up area) on the _____ floor, consisting of _____ bedrooms, one dining cum drawing, _____ bath cum privies, one kitchen together with one covered car parking space together with proportionate share of land corresponding thereto being Premises No. 137, N.S. Road, P.S. Behala, Kolkata - 700034 within the limit of Kolkata Municipal

Corporation under ward No. 130 (as fully described in the Second schedule hereunder written) and all other common facilities and/or amenities attached thereto and also to get construction of the said unit/flat and other common portion through the Developer only with certain terms and conditions agreed between the parties hereto as records herein.

4. The Purchasers has agreed to purchase the said aforesaid flat and car parking space together with undivided proportionate variable share of land corresponding thereto at Premises No. 137, N.S. Road, P.S. Behala, Kolkata - 700034 within the limit of Kolkata Municipal Corporation under Ward No. 130 (more fully described in the Second schedule hereunder written) hereinafter referred to as the "said Flat/Unit and Car Parking Space" in the said building, approached the Developer, and accordingly Developer agreed to allocate and/or cause to transfer the said flat and car parking out of its allocation at or for a total consideration of Rs. _____/= (Rupees _____ only) and the said amount have been agreed to be paid by the Purchasers towards the cost of consideration of the said unit/flat and car parking space and also towards the cost for Purchasers' undivided proportionate share of land corresponding to the said flat/unit and car parking space.
5. The Purchasers also agreed to get the said flat/unit and car parking space constructed and completed by the Developer and also the common portions at or for a price as mentioned hereunder written and on the terms and conditions as herein contained. The aforesaid price has been agreed to be paid by the Purchasers to the Developer in the manner as set out in the Third Schedule hereunder written.
6. The Purchasers has duly inspected, seen and approved the plan and has no objection hereto and has also agreed and/or do hereby agree that the Developer may make such variations and/or modifications therein as may be deemed necessary or as may be required to be done by the Developer at its instant including the right to make further construction on the common roof portion after obtaining approval

from the Kolkata Municipal Corporation but before obtaining completion certificate from Kolkata Municipal Corporation.

7. That over and above the essential services and/or amenities and/or facilities like lift, shaft, lift machine room, overhead tank, Disc Antenna (if any) etc. the Purchasers shall also have the common right in respect of the ultimate roof of the proposed building and both the Owner and the Developer shall have the full right to deal with their respective allocation including the right to make further construction thereon and the Purchasers agreed and undertake not to raise any objection against the same.
8. The Purchasers has also prior to the execution of this agreement taken inspection of the Original Agreement and has satisfied himself/herself and has accepted status & all title deeds of the Developer and the Owner in respect of the land and/or building and/or the Common Portions and agrees not to question the same or put any requisitions henceforth with regard thereto.
9. The Developer also hereby assures the Purchasers and confirms that the said flat as well as the land appurtenant thereto are not subject to any encumbrances, charges, liens, lispendences or liabilities of any kind whatsoever and the entire property, land and structure thereon has clear and marketable title, and that the developer has not raised any loan against the said 'flat and car parking space'.
10. The Developer shall not commit any breach of the Development agreement and shall observe and perform all the terms covenant and conditions expecting those which have already been performed and shall keep the Purchasers indemnified against all actions suits proceeding costs, expenses, demands and charges as may be occasioned by reason of any breach or negligence of such terms, conditions and covenants and action done or caused to be done by the Developer.
11. Any amount paid by the Purchasers to the Developer in terms aforesaid shall not carry any interest.

12. The sale of an undivided proportion variable share in the land shall be free from encumbrances but subject to the other provisions hereto.

13. The Developer shall construct and complete the said flat/unit and car parking space in the manner as mentioned in the Fifth Schedule hereinafter. The same relates to the said flat/unit and car parking space by the date of delivery fixed within 24 months from the date of this agreement subject to the Purchasers' making punctual payment and observing and performing the terms and conditions and covenant as, are on their part to be observed and performed as herein contained and unless prevent by force majeure or for any other reasons beyond control; of the Developer.

14. In spite of the Purchasers being ready and willing to make payment of the said consideration money within the stipulated period and in manner as stated above, in case the Developer fails to complete the construction of the aforesaid flat/unit and/or car parking space and deliver the possession thereof to the Purchasers within the said stipulated period of 24 months, in such case over and above the Purchasers' right to sue the said Developer and the Owner/Vendor for specific performance of the contract shall also be entitled to realized interest on the amount paid till that date together with interest @12% per annum until completion of the building and delivery of possession of the aforesaid flat/unit and car parking spaces and servant's quarter.

15. The Developer shall within the date of delivery, construct, install and/or complete, the common areas in the manner and with the general amenities and provisions as described in the Seventh Schedule hereto (in so far as it relates to the Common Areas) and as be necessary for ingress and egress to and/or complete the flat/unit and making the flat/unit habitable and tenantable and the remaining parts of the Common Portions shall be constructed and/or completed by the Developer with in a reasonable time and in the manner and with the general amenities and provisions as described in the Seventh Schedule hereto (in so far as such remaining part of the Common Portions are concerned).

21. In case the Developer condone such default of the Purchasers as aforesaid, in such event the same cannot be construed as waiver of such right of the Developer for default on the part of the Purchasers for payment of the balance consideration money within the stipulated time.
22. The Purchasers shall not for any reason, whatsoever, obstruct the Developer's completion of construction of any part of the building and/or the proposed building notwithstanding any temporary inconvenience to the Purchasers in enjoyment of the Unit/Flat and car parking space and the Common portions.
23. The Purchasers shall not for any reason whatsoever obstruct the Developer and/or the Owner in this transferring the remaining share in the land and/or the other portion of the proposed building and/or parts thereof to any person or persons.
24. During the period of construction of the proposed building, until delivery of possession of the aforesaid unit/flat and car parking space the same will be at the risk of the Developer and the Developer shall be solely responsible for all consequences thereof till date of delivery of possession to the Purchasers from which date the Purchasers shall be solely responsible in respect of the said flat/unit and car parking space.
25. On completion of the aforesaid building, the Developer shall serve a notice to the Purchasers for taking possession of the aforesaid flat within 15 days from the date of receipt of such notice, in such case the Purchasers shall be deemed to have taken possession of the said building and shall be liable for payment of proportionate share of maintenance and other expenses including the statutory liabilities.
26. The Purchasers shall on or before the date of delivery fulfill all this covenants herein as is on their part to be observed and fulfilled till the date of delivery and particularly those as are mentioned in Clause 32 hereunder.

32. The developer however, shall have the full right to deal and/or dispose both covered and open car parking spaces on the ground floor. The Developer further shall have the right to allocate the car parking spaces in the open areas.

33. Before the date of delivery of the Flat/Unit the Purchasers shall :

- a) Pay to the Developer all amount then remaining payable as consideration for the undivided impartible proportionate share in the land as mentioned in the Third Schedule hereunder written.
- b) Pay to the Developer all amount then remaining payable as price for construction of the Flat/Unit and car parking space as mentioned in the Third Schedule hereunder written.
- c) Deposit with the Developer the amount for purpose and on the condition as mentioned in Fourth Schedule hereunder written.

34. As from and after the date of delivery the Purchasers covenant :

- a) To co-operate with the Development in the management and maintenance of the Common portions of the building, the proposed building, the land and formation of the Association.
- b) To observe the rules framed from time to time by the Developer and upon its formation by the Association for quiet, peaceful and beneficial enjoyment of the Flat/Unit, car parking space and/or the Common portions.
- c) Not to obstruct the construction and completion of the building and/or proposed building in any manner, whatsoever, notwithstanding any temporary inconvenience to the Purchasers' enjoyment of the Flat/Unit and the car parking space.
- d) To allow the Developer and its workmen to enter into the Flat/Unit for carrying out the work required for the Common process.
- e) To pay proportionate share of the Common Expenses regularly and punctually.

- f) To pay regularly and punctually all out going and the rates and taxes for and/or in respect of the land and proposed building, proportionately and for the Flat/Unit wholly.
- g) To pay for all the charges for electricity and other utilities/services in or relating the Flat/Unit.

35. All the aforesaid covenants of the Purchasers shall be deemed to be the covenant running with the land.

36. The Developer shall, however, within one year from the date of completion of the building or individual handover of all Flats/Units, whichever is later, shall cause the formation of an Association among the flat owners of the proposed building. It is, however, made clear that such Association shall be formed only through the Developer and the Purchasers and other flat owners agree and undertake to cooperate with the Developer for the same and that they shall be entitled to form an Association by themselves only if the Developer fails to do so within the stipulated time mentioned above.

37. The Purchasers shall bear and pay the proportionate share of the costs of formation and the expenses of the Association.

38. The Purchasers shall forthwith on being called upon the Developer sign all papers, application and/or declarations and other writings as may be necessary and through fit by the Developer for the purpose of formation and/or registration of the Association.

39. Until formation of the Association, the Developer shall manage and maintain the common portions by itself or through its nominee or nominees in a proper and decent manner at the expenses of the Co-owners including the Purchasers and the Developer proportionately for unsold Flats/Units and upon formation of such Association the maintenance of the Common Portions shall be made over and/or be the responsibility of such association.

40. The Purchasers doth hereby nominate constitute and appoint the Developer as its true and lawful attorney for the purposes as follows :

- a) To have the Flat/Unit mutated in the name of the Purchasers at their cost and expenses.
- b) To apply for and obtain connection for electricity, water, sewerage and/or other utilities and other facilities for and/or relating to the flat/unit and/or the proposed building and/or any of them.
- c) To form the Association.
- d) To do all works for which various payment and/or deposit as are agreed to be made by the Purchasers in terms of this Agreement.

41. The Developer shall cause the transfer of the said undivided importable proportionate variable share in the land by the Owner in favour of the Purchasers simultaneously with the delivery of the possession of said flat/unit, which the Developer do hereby confirm and accept.

42. All Government Taxes and Levies as applicable from time to time and also all costs and charges and expenses for Stamp Duty, Registration Fees and Advocate Fees for the transfer herein in favour of the Purchasers shall be borne and paid by the Purchasers absolutely.

43. This Agreement and also the proposed Sale Deed in respect of the aforesaid flat and car parking space agreed to be transferred in favour of the Purchasers, shall be prepared by the Advocate appointed by the Purchasers with consent from the developer and the Purchasers shall pay the fees of advocate for preparation of this agreement and also proposed Sale Deed.

44. Before execution of this Agreement the Purchasers paid to the Developer a sum of Rs. _____/= (Rupees _____ only) as and by way of earnest money and/or part consideration money towards the cost of construction of the said flat/unit and car parking space also towards the proportionate variable share of land corresponding thereto and agreed to make payment of the balance consideration amount in the manner as specified in the Third Schedule.

45. The Purchasers, however, shall be liable to pay proportionately towards the maintenance of the common facilities and/or common areas situated at Premises No. 137, N.S. Road, P.S. Behala, Kolkata – 700034 within the limit of Kolkata Municipal Corporation under Ward No. 130 (more fully described in the Second Schedule hereunder written) hereinafter referred to as the “said Flat/Unit and Car Parking space”.
46. The Purchasers, however, shall not be entitled to make the coloring of the outside portion of the aforesaid flat/unit or any construction nor shall install any gadgets and/or air condition machine which might affect the front elevation of the aforesaid building.
47. In case the Purchasers intent to cancel the said Agreement, the Developer shall refund the earnest money and/or part consideration money paid till that date after deducting 5% of the total value said flat/unit and the car parking space. It is, however, made clear that the Purchasers will not be entitled to claim any interest on the amount paid to the Developer.
48. In spite of fulfillment of all the obligations by the Purchasers including the payment of the consideration money in terms of this Agreement, in case of failure on the part of the Developer to observe and/or fulfill the terms and conditions as contained herein and failure to delivery the flat/unit within the stipulated period of 24 months then the developer shall be allowed another 6 (six) months for doing the same, and in case the Developer again fails then the Purchasers will be entitled to cancel this Agreement and refund the consideration money paid till that date with interest @ 12% p.a. by giving 15 days notice to the Developer.
49. Immediately after delivery of possession of the said flat to the Purchasers, the Owner and the Developer will execute the proper sale Deed in favour of the Purchasers. If the Purchasers want to avail of home loan facility from any Bank for purchasing the said flat and car parking space, the Second Party/Developer will execute the required documents as per requirement of the Bank at the cost of the

Purchasers and if necessary, the Owner and the Developer will execute and register this Agreement for sale at the cost of the Purchasers and after delivery of possession, the Developer will execute the final Deed of sale in favour of the Purchasers on receiving the entire consideration money as per Agreement for Sale at the cost of the Purchasers.

50. All the letters, receipts and/or notices issued by the Developer and dispatched under registered post with acknowledgement due to the address of the Purchasers as known to the Developer will be sufficient proof of dispatch of the same to the Purchasers and shall efficiently discharge the Developer.

51. In case of any dispute or disputes arise between the parties in connection with the Agreement in such case the said dispute shall be referred to the sole Arbitrator Mr. N. N. Chakraborty, Advocate of 84/1, Beltala Road, Kolkata - 700026 and the award shall be final binding upon the parties.

52. Only courts having original jurisdiction over the premises shall have the jurisdiction in all matter relating to or arising out of this Agreement.

FIRST SCHEDULE AS REFERRED TO ABOVE

ALL THAT the piece and parcel of revenue free land measuring about 6 Cottahs, 8 Chittaks and 2 Sq. ft. being Premises No. 137, N.S. Road, P.S. Behala, Kolkata - 700034, Kolkata Municipal Corporation Ward No. 130, together with all other amenities and/or facilities attached thereto, and butted and bounded as follows:

ON THE NORTH : By the property of Balai Chandra Dey and Gopal Chandra Dey;

ON THE SOUTH : Partly by Municipal Premises No. 136, N.S. Road and partly 6' wide common passage;

ON THE EAST : Partly by Municipal Premises No. 119, N.S. Road, partly 17' wide N.S. Road and partly premises No. 117/E, N.S. Road;

ON THE WEST : By premises No. 187, N.S. Road.

SECOND SCHEDULE AS REFERRED TO ABOVE

- I) **ALL THAT** one self contained flat measuring _____ Sq Ft. (more or less) super built-up area on the ____ floor, consisting of _____ (four) bedrooms, one dining cum drawing, _____ (four) bath cum privies, one kitchen together with proportionate variable share of land corresponding thereto along with the proportionate right of common facilities, utilities, benefits and other appurtenances which is to be used as common between all the co-owners of the said building being Premises No. 137, N.S. Road, P.S. Behala, Kolkata - 700034 within the limit of Kolkata Municipal Corporation under Ward No. 130.
- II) **ALL THAT** the one covered together with proportionate share of land corresponding thereto being Premises No. 137, N.S. Road, P.S. Behala, Kolkata - 700034 within the limit of Kolkata Municipal Corporation under Ward No. 130.

THIRD SCHEDULE AS REFERRED TO ABOVE

That the consideration money towards the cost of the aforesaid self contained flat and one covered car parking space and one open car parking space and one servant's quarter have been settled at or for Rs. _____/= (Rupees _____ only), which has been agreed to be paid by the Purchasers in the following manner:

1. Rs. _____/- (Rupees _____ only) simultaneously with the execution of this Agreement.
2. Rs. _____/- (Rupees _____ only) on or before completion of foundation
3. Rs. _____/- (Rupees _____ Only) on completion of casting of 1st Floor Roof slab.
4. Rs. _____/- (Rupees _____ Only) on completion of Roof slab of the Building.
5. Rs. _____/- (Rupees _____ Only) on completion of brickwork of the Building

6. Rs. _____/- (Rupees _____ Only) on completion of the flooring of the respective flats.

7. Rs. _____/- (Rupees _____ Only) on/before handing over of possession of respective flat/unit.

FOURTH SCHEDULE AS REFERRED TO ABOVE

- i) Actual charges for C.E.S.C., H.T. Lines and all expenses such as H.T. Lines, Sub-meter costs including Transformer Charges.
- ii) All costs of additional work in the said flat other than provided in the Fifth Schedule of the Development agreement.
- iii) In the event Developer providing any additional facilities or gadgets to the benefit of the residents of the building the Purchasers shall be liable to make payment of the proportionate share in respect thereof and same form part of the common portions and whether such additional facilities or amenities are to be provided for will be decided entirely at the sole discretion of the Developer and the Purchasers hereby accord their consent for the same.

FIFTH SCHEDULE AS REFERRED TO ABOVE

SPECIFICATION OF WORK

Structure	:	RCC framed construction with in-fill brick walls.
Wall Finish	:	Living/Dining/Bed Rooms – Smooth POP finish over plastered surface. External – Acrylic paint finish.
Flooring	:	Vetrified Tiles/Marble.
Kitchen	:	Anti-skid ceramic tiles. Dado 2 ft. above working platform with stainless steel sink.
Toilets	:	Wall tiles upto door height. Anti-skid ceramic tiles on floor. White sanitary fixtures, CP fittings & provision for Geyser point in master toilet.
Doors	:	M/Sal wood door frames with flush door.
Windows	:	Anodized alluminium sliding.
Electrical	:	Concealed copper electrical wiring with provision for light points, T.V. point in living room & telephone sockets with protective M.C.B's. AC point in master

bed room.
Lifts : Reputed brand.
Communication : Intercom facility.

SIXTH SCHEDULE AS REFERRED TO ABOVE

1. All costs of maintenance, including repairing, re-constructing, white washing, painting, etc. of the outer walls and other surfaces including the roof of the building and other common areas etc. as may be reasonably required.
2. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lighting, civil commotion etc.
3. All charges and deposits for supplies of common utilities including Generator (if any).
4. Municipal taxes, multi-storied building tax, if any, and other similar taxes save those separately assessed on the respective flats.
5. Costs and charges of establishment reasonably required for the maintenance of the building and for watch and ward duty and other incidents costs.
6. Litigation expenses as may be necessary for protecting the right, title and possession to the land and the building.
7. Upon completion of the proposed building and upon delivery of possession of the respective flats to the respective owners the flat owners shall form an Association for fixing maintenance charges for proper maintenance of the building after 12 months from the date of possession.

SEVENTH SCHEDULE AS REFERRED TO ABOVE

1. The land described in the First schedule hereinabove.
2. Staircase of flooring having lighting, fixtures, fittings, lobbies and Corridors on all the floors.
3. Overhead water tank, underground water reservoir and distribution pipes to Different flats.
4. Electrical wiring from ground floor to the flats respectively and switches.

5. Lift, shaft.
6. Lift Machine Room (if Any).
7. Paths, passages inside the covered area of the ground floor of the building.
8. Roof of the building.

EIGHT SCHEDULE AS REFERRED TO ABOVE

A) NONE OF THE CO-OWNERS OF THE BUILDING SHALL –

1. Use or permit to use their respective flats/units for any propose other than residential propose.
2. Demolish or cause to be demolished such portions of their flat/unit which are giving support to other areas of their respective blocks but the same shall not prevent the co-owners from repairing, decorating, improving, and/or altering the interior of the flat/unit subject that the same should not affect the soundness stability and safety of the building;
3. Keep or store in any other part of its respective floor/flat/units such quantity of inflammable or combustible substance excepting cooking gas or kerosene oil for cooking purpose, which may result in causing substantial damages to the building units;
4. Keep or store in any part of the building any goods or articles which may result in giving bad effect and/or may result in polluting the atmosphere and/or be harmful to keep the same in residential complex;
5. Do or cause to be done any act, deed or thing which may cause nuisance, annoyance to other owners or occupiers of the building and/or entire premises;
6. Obstruct or block or cause to be obstructed and/or blocked the open space, passage, landing staircase, main entrance, gates, or other entrances or store therein or any portion thereat any rubbish, other materials, furniture or allow or cause to be done any act, deed or thing whereby or by reasons whereof the use and enjoyment of the common area, common portions, common facilities and common amenities by other or co-occupiers of the building may in any way be prejudicially affected and/or vitiated;

7. Change the outside elevation design and color, architecture landscaping, flooring and decorating of the building and/or entire building;
8. Do or permit to be done any act, deed or thing which may render void or voidable any insurance of the building or any part thereof;
9. Do such act which may result in heavily increasing the rates, taxes, surcharges and other outgoings in respect of the building and/or entire premise;
10. Do any act, deed or thing which may in any way prevent and/or restrict the right and liabilities of other co-owners of the building and/or entire premises.

B) ALL THE CO-OWNERS OF THE BUILDING, SHALL –

1. Permit the Association with 24 hours notice or in case of emergency without any notice, the other co-owners of the building and/or their surveyors, agents, servants with or without workmen and others at all reasonable times to enter into and open the flat/unit or any part thereof for the purpose of repairing, making maintenance, rebuilding, cleaning, lightning and keeping in order and in good condition all services, drains, pipes, cables, water sources, gutters, wires, structures, sewer, drainage, gas and water pipes, electrical wires and others installations and conveniences of the building;
2. Keep and maintain their respective unit/s and every part thereof on good and substantial condition of repair at their own costs and expenses;
3. Have only the proportionate right, title and interest in the common areas, common portions, common facilities and amenities along with other co-owners of the building and/or entire premise;
4. Regularly and punctually pay and discharge to the Association and/or the Municipal and/or other appropriate body or authorities as the case may be all rates, taxes, surcharges, maintenances, charges, common expenses as describes in the Third Schedule hereto (hereinafter called "the common expenses") and all outgoings and impositions in respect of the floor/flat/units and the said share and also proportionately for the common area and/or common portions;

5. Not to use the drive-ways and common paths or causes to be done such other things that may cause damages to the other co-owners of the building and/or entire premises;
6. Duly observe, perform and fulfill the rules and regulations that may be formulated in respect of the said building and./or the said premises by the association/management company.

NINTH SCHEDULE AS REFERRED TO ABOVE

A) Common Amenities in premises No. 136, N.S. Road.

- Community Hall having pantry, toilets along with lawn.
- Generator
- Children's play area on roof as demarcated.

B) Common Amenities in premises No. 137, N.S. Road.

- Games Room
- Security Room
- Toilet
- Caretaker's Room
- Mandir
- Intercom

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED BY THE
OWNER AT KOLKATA IN PRESENCE OF:

1.

2.

(OWNER)

SIGNED SEALED AND DELIVERED BY THE
DEVELOPER AT KOLKATA IN PRESENCE OF:

1.

2.

(DEVELOPER)

SIGNED SEALED AND DELIVERED BY THE
PURCHASERS AT KOLKATA IN PRESENCE OF:

1.

(PURCHASER)

2.

MEMO OF CONSIDERATION

Received a sum of Rs. _____/- (Rupees
_____ Only), as and by way of earnest money and/or
part consideration money of Rs. _____/- and Service Tax thereon of
Rs. _____/- along with Rs. _____/-, in respect of the cost
of the said unit/flat and car parking space including the proportionate share of land
corresponding thereto as per Memo given below :

1) By Cheque No. _____ dated _____ drawn on _____
Bank, _____ Branch, _____, Kolkata 700 _____.
..... Rs.
_____/-

Rs. _____/-
=====

(Rupees _____ Only)

Witness:

1.

2.

(DEVELOPER)

DATED THIS _____ DAY OF _____ 201

BETWEEN
SMT. SHIKHA MODANI
SHRI PRITHIVIRAJ DASGUPTA
SHRI PADMANAVA DASGUPTA
SHRI PRIYONKAR DASGUPTA
... OWNER
AND
M/S. ESSQUARE PROJECTS
... DEVELOPER
AND
SHRI _____
... PURCHASERS

SALE AGREEMENT

Re: Flat Sale of Premises No. 137, N.S.
Road, P.S. – Behala, Kolkata – 700034.

N. N. CHAKRABORTY
ADVOCATE
84/1 BELTALA ROAD
KOLKATA – 700026.

DATED THIS _____ DAY OF _____ 201

BETWEEN

SMT. SHIKHA MODANI
SHRI PRITHIVIRAJ DASGUPTA
SHRI PADMANAVA DASGUPTA
SHRI PRIYONKAR DASGUPTA

... OWNER

AND

M/S. ESSQUARE PROJECTS

... DEVELOPER

AND

SHRI _____

... PURCHASERS

SALE AGREEMENT

Re: Flat Sale of Premises No. 136, N.S.
Road, P.S. – Behala, Kolkata – 700034.

N. N. CHAKRABORTY
ADVOCATE
84/1 BELTALA ROAD
KOLKATA – 700026.