

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the day of March,
Two Thousand and Nineteen (2019).

B E T W E E N

- (1) **SRI MILAN SENGUPTA** (having PAN IDEPS2829L), son of Late Mihir Sengupta, by faith – Hindu, by nationality – Indian, by occupation – Business,
- (2) **SRI MALAY SENGUPTA** (having PAN HHZPS7924G), son of Late Mihir Sengupta, by faith – Hindu, by nationality – Indian, by occupation – Business,
- (3) **SRI BISWAJIT SENGUPTA** (having PAN IDEPS2831A), son of Late Mihir Sengupta, by faith – Hindu, by nationality – Indian, by occupation – Business,
- (4) **SRI RANJIT SENGUPTA** (having PAN IMZPS5106L), son of Late Mihir Sengupta, by faith – Hindu, by nationality – Indian, by occupation – Business,
- (5) **SRI BIPLOB SENGUPTA** (having PAN IDEPS2830B), son of Late Mihir Sengupta, by faith – Hindu, by nationality – Indian, by occupation – Business, all residing at Premises No. 58, R. N. Guha Road, Post Office – Motijheel, Police Station – Dum Dum, Kolkata – 700 074, District – North 24 Parganas,
- (6) **SMT. RINA MUKHERJEE** (having PAN DMFPM1841D), wife of Sri Swapan Kumar Mukherjee and daughter of Late Mihir Sengupta, by faith – Hindu, by nationality – Indian, by occupation – Housewife, residing at Premises No. 8, Municipal Office Lane, Post Office – Motijheel, Police Station – Dum Dum, Kolkata – 700 074, District – North 24 Parganas, (7) **SMT. MALA DEY** (having PAN CWGPD2718G), wife of Sri Barun Dey and daughter of Late Mihir Sengupta, by faith – Hindu, by nationality – Indian, by occupation – Housewife, residing at Durganagar, Rabindra Pally, Post Office – Rabindra Pally, Police Station – Nimta, Kolkata – 700 065, District – North 24 Parganas, being represented by their constituted Attorneys namely (1) **SRI TUFAN MUKHERJEE** (having PAN BAGPM4178J), son of Sri Uttam Kumar Mukherjee, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at “Gaitri Bhawan”, Radha Nagar Road, Chhinnamasta Mandir, Post Office - Radhanagar Road, Police Station – Hirapur, District – Burdwan, Pin – 713 325 and (2) **SRI ABHISEKH MISHRA** (having PAN AOEPM0692Q), son of Sri Ashok Kumar Mishra, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at Premises No. 105/16, Girish Ghosh Road, 17 Bally, Post Office – Bally, Police Station – Howrah, District – Howrah, Pin – 711 204, two Partners of **M/S. TRIDENT CONSTRUCTION** (having PAN AAMFT6588Q), a Partnership Firm having its registered office at Premises No. 110, Lake Town, Block – A, Second Floor, Post Office – Sreebhumi, Police Station – Lake Town, Kolkata - 700 048, District - North 24 Parganas, empowered and authorised by virtue of a Development Power of Attorney dated 15th day of September, 2017 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 1506-2017, Pages to, Being No. 7613 for the year 2017, (8) **SRI**

PARITOSH CHATTERJEE (having Pan AISPC1318H), son of Late Pratul Krishna Chatterjee, by faith – Hindu, by nationality – Indian, by occupation – Service, (9) **SRI PRANTOSH CHATTERJEE (having Pan AIRPC6866F)**, son of Late Pratul Krishna Chatterjee, by faith – Hindu, by nationality – Indian, by occupation – Service, (10) **SMT. MITA CHAKRABORTY (having Pan AXZPC4876A)**, wife of Sri Manajit Chakraborty and daughter of Late Pratul Krishna Chatterjee, by faith – Hindu, by nationality – Indian, by occupation – Housewife, (11) **SMT. CHHANDA CHAKRABORTY (having Pan BGJPC4250Q)**, wife of Sri Asim Chakraborty and daughter of Late Pratul Krishna Chatterjee, by faith – Hindu, by nationality – Indian, by occupation – Housewife, (12) **SMT. SHILA SARKHEL (having Pan FJEPS6416L)**, wife of Sri Biswanath Sarkhel and daughter of Late Pratul Krishna Chatterjee, by faith – Hindu, by nationality – Indian, by occupation – Housewife and (13) **SMT. CHABI SAHA (having Pan FRSPS8642N)**, wife of Sri Laxman Saha and daughter of Late Pratul Krishna Chatterjee, by faith – Hindu, by nationality – Indian, by occupation – Housewife, all residing at Premises No. 58, R. N. Guha Road, Post Office & Police Station – Dum Dum, Kolkata – 700 028, District – North 24 Parganas, being represented by their constituted Attorneys namely (1) **SRI TUFAN MUKHERJEE (having PAN BAGPM4178J)**, son of Sri Uttam Kumar Mukherjee, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at “Gaitri Bhawan”, Radha Nagar Road, Chhinnamasta Mandir, Post Office - Radhanagar Road, Police Station – Hirapur, District – Burdwan, Pin – 713 325 and (2) **SRI ABHISEKH MISHRA (having PAN AOEPM0692Q)**, son of Sri Ashok Kumar Mishra, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at Premises No. 105/16, Girish Ghosh Road, 17 Bally, Post Office – Bally, Police Station – Howrah, District – Howrah, Pin – 711 204, two Partners of **M/S. TRIDENT CONSTRUCTION (having PAN AAMFT6588Q)**, a Partnership Firm having its registered office at Premises No. 110, Lake Town, Block – A, Second Floor, Post Office – Sreebhumi, Police Station – Lake Town, Kolkata - 700 048, District - North 24 Parganas, empowered and authorised by virtue of a Development Power of Attorney dated 20th day of September, 2017 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 1506-2017, Pages 233234 to 233263, Being No. 150607771 for the year 2017, hereinafter collectively called and referred to as the “**VENDORS**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the

FIRST PART

A N D

M/S. TRIDENT CONSTRUCTION (having PAN AAMFT6588Q), a Partnership Firm having its registered office at Premises No. 110, Lake Town, Block – A, Second Floor, Post Office – Sreebhumi, Police Station – Lake Town, Kolkata - 700 048, District - North 24 Parganas, being represented by its Partners namely (1) **SRI TUFAN MUKHERJEE (having PAN BAGPM4178J)**, son of Sri Uttam Kumar Mukherjee, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at “Gaitri Bhawan”, Radha Nagar Road, Chhinnamasta Mandir, Post Office - Radhanagar Road, Police Station – Hirapur, District – Burdwan, Pin – 713 325, (2) **SRI SANJIB DAS (having PAN ALFPD2584G)**, son of Sri Subodh Das, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at Premises No. 1, Subhash Nagar, Post Office – Sukchar, Police Station – Sodepur, Kolkata – 700 115, District – North 24 Parganas and (3) **SRI ABHISEKH MISHRA (having PAN AOEPM0692Q)**, son of Sri Ashok Kumar Mishra, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at Premises No. 105/16, Girish Ghosh Road, 17 Bally, Post Office – Bally, Police Station – Howrah, District – Howrah, Pin – 711 204, hereinafter called and referred to as the “**DEVELOPER**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include the said Partnership firm, the Partners for the time being, their respective heirs, executors, administrators, representatives and assigns) of the **SECOND PART**

A N D

SRI TAPAS ROY (having PAN AJMPR7940K), son of Sri/Late Hemkanti Roy, by faith – Hindu, by nationality – Indian, by occupation –, residing at Siddhanta Para, Ranaghat, Post Office -, Police Station -, District – Nadia, Pin – 741 201, hereinafter jointly and/or severally called and referred to as the “**PURCHASER(S)**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

WHEREAS after the partition of India a large number of residents of former East Pakistan (now Bangladesh) crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control and the Government of West Bengal offered all reasonable facilities to such persons for residence in West Bengal.

AND WHEREAS a considerable number of such people were compelled by circumstances to use vacant lands in the urban areas for homestead purposes.

AND WHEREAS Smt. Chabi Sengupta, wife of Late Mihir Sengupta was one of such person who had come to use and occupy a piece of land particularly mentioned and described in the First Schedule Part - I hereunder written.

AND WHEREAS the said Smt. Chabi Sengupta being a Refugee displaced from East Pakistan (now Bangladesh) approached the Government of West Bengal for a plot of land for her rehabilitation.

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the Refugees from East Pakistan (now Bangladesh) acquired land comprised in R. S. Dag No. 1533(P) at Mouza – Dum Dum House under the Police Station of Dum Dum in the District of North 24-Parganas in the Urban area of Barrackpore under the provisions of L.D.P. Act, 1948/L.A. Act. I of 1894 including the plot under in occupation of the said Smt. Chabi Sengupta.

AND WHEREAS it had been decided by the Government to make a gift of the said plot of land in favour of the said Smt. Chabi Sengupta so as to confer absolute right, title and interest in the said land where she had been residing peacefully for a long time more particularly mentioned and described in the First Schedule Part - I hereunder written.

AND WHEREAS by virtue of a Deed of Gift dated 5th day of October, 2004 duly registered in the office of the Additional District Registrar at Barasat, North 24-Parganas in Book No. I, Volume No. I, Pages 445 to 448, Being No. 112 for the year 2004, the Governor of the State of West Bengal granted and transferred unto the said Smt. Chabi Sengupta ALL THAT piece or parcel of the said plot of homestead land hereditaments and premises containing by estimation an area of 02 (two) Cottahs 14 (fourteen) Chittacks 36 (thirty six) Sq.ft. be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza – Dum Dum House, J. L. No. 19, R. S. No. 237, Pargana – Kalikata, Touzi No. 1070/2834 comprised in R. S. Dag No. 1533 (P) being L.O.P. No. 14 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in the District of North 24 Parganas particularly mentioned and described in the Schedule thereunder written on such terms and conditions as contained therein.

AND WHEREAS after acquiring the said plot of homestead land the said Smt. Chabi Sengupta mutated her name in respect thereof in the records of the South

Dum Dum Municipality and upon mutation the said Municipal Authority assessed the said plot of land as Municipal Holding No. 55, B. B. Bastuhara Samity, Kolkata – 700 074 under Holding ID : 34346 and thereafter she made and/or constructed one storied building thereon at her own costs and expenses and was enjoying the same as the absolute Owner thereof upon payment of municipal taxes to the South Dum Dum Municipality free from all encumbrances whatsoever.

AND WHEREAS while remained in absolute possession and enjoyment of the said homestead land hereditaments and premises togetherwith the building thereon the said Chabi Sengupta died intestate on 12.02.2012 leaving behind her surviving five sons and two daughters namely Sri Milan Sengupta, Sri Malay Sengupta, Sri Biswajit Sengupta, Sri Ranjit Sengupta, Sri Biplob Sengupta, Smt. Rina Mukherjee and Smt. Mala Dey as her only legal heirs and successors and accordingly upon the demise of the said Chabi Sengupta the said land left by her devolved upon her said legal heirs and successors to the extent of undivided equal share each in accordance with the Hindu Succession Act, 1956.

AND WHEREAS by virtue of the said inheritance the **Vendor Nos. 1 to 7 herein** namely the said Sri Milan Sengupta, Sri Malay Sengupta, Sri Biswajit Sengupta, Sri Ranjit Sengupta, Sri Biplob Sengupta, Smt. Rina Mukherjee and Smt. Mala Dey thus become the absolute owners to the extent of undivided equal share each of **ALL THAT** piece or parcel of the said plot of homestead land hereditaments and premises containing by estimation an area of **02 (two) Cottahs 14 (fourteen) Chittacks 36 (thirty six) Sq.ft** be the same a little more or less togetherwith an old dilapidated one storied building thereon including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 55, B. B. Bastuhara Samiti, Kolkata – 700 074 at Mouza – Dum Dum House, J. L. No. 19, R. S. No. 237, Pargana – Kalikata, Touzi No. 1070/2834 comprised in R. S. Dag No. 1533(P) being L.O.P. No. 14 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 8 in the District of North 24 Parganas particularly mentioned and described in the **First Schedule Part - I** hereunder written free from all encumbrances whatsoever.

AND WHEREAS similarly by virtue of a Deed of Gift dated 5th day of October, 2004 duly registered in the office of the Additional District Sub-Registrar at Barasat, North 24-Parganas in Book No. I, Volume No. I, Pages 433 to 436, Being No. 109 for the year 2004, the Governor of the State of West Bengal granted and transferred unto Smt. Chaya Rani Chatterjee, wife of Late Pratul Krishna Chatterjee **ALL THAT** piece or parcel of a plot of homestead land hereditaments and premises containing

by estimation an area of 04 (four) Cottahs be the same a little more or less including all easement rights and appurtanances thereto lying situate at Mouza – Dum Dum House, J. L. No. 19, R. S. No. 237, Pargana – Kalikata, Touzi No. 1070/2834 comprised in R. S. Dag Nos. 1533 (P) & 1537 (P) being L.O.P. No. 13 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in the District of North 24 Parganas particularly mentioned and described in the Schedule thereunder written on such terms and conditions as contained therein.

AND WHEREAS after acquiring the said plot of homestead land the said Smt. Chaya Rani Chatterjee mutated her name in respect thereof in the records of the South Dum Dum Municipality and upon mutation the said Municipal Authority assessed the said plot of land as Municipal Holding No. 75, B. B. Bastuhara Samity, Kolkata – 700 074 and thereafter she made and/or constructed one storied building thereon at her own costs and expenses and was enjoying the same as the absolute Owner thereof upon payment of municipal taxes to the South Dum Dum Municipality free from all encumbrances whatsoever.

AND WHEREAS while remained in absolute possession and enjoyment thereof the said homestead land hereditaments and premises togetherwith the building thereon the said Chaya Rani Chatterjee died intestate on 27.09.2009 leaving behind her surviving two sons and four daughters namely Sri Paritosh Chatterjee, Sri Prantosh Chatterjee, Smt. Mita Chakraborty, Smt. Chhanda Chakraborty, Smt. Shila Sarkhel and Smt. Chabi Saha as her only legal heirs and successors and accordingly upon the demise of the said Chaya Rani Chatterjee the said land left by her devolved upon her said legal heirs and successors to the extent of undivided equal share each in accordance with the Hindu Succession Act, 1956 and subsequently mutated their names in respect thereof in the records of the South Dum Dum Municipality and upon mutation the said Municipal Authority reassessed the said plot of land as Municipal Holding No. 75, B. B. Bastuhara Samity, Kolkata – 700 074 under Holding ID : 34366.

AND WHEREAS by virtue of the said inheritance the **Vendor Nos. 8 to 13 herein** the said Sri Paritosh Chatterjee, Sri Prantosh Chatterjee, Smt. Mita Chakraborty, Smt. Chhanda Chakraborty, Smt. Shila Sarkhel and Smt. Chabi Saha thus become the absolute owners to the extent of undivided equal share each of ALL THAT piece or parcel of the said plot of homestead land hereditaments and premises containing by estimation an area of **04 (four) Cottahs** be the same a little more or less togetherwith an old dilapidated one

storied building thereon including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 75, B. B. Bastuhara Samiti, Kolkata – 700 074 at Mouza – Dum Dum House, J. L. No. 19, R. S. No. 237, Pargana – Kalikata, Touzi No. 1070/2834 comprised in R. S. Dag Nos. 1533 (P) & 1537 (P) being L.O.P. No. 13 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 8 in the District of North 24 Parganas particularly mentioned and described in the **First Schedule Part - II** hereunder written free from all encumbrances whatsoever.

AND WHEREAS subsequently by virtue of a Development Agreement dated 15th day of September, 2017 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 1506-2017, Pages to, Being No. 7600 for the year 2017 made between the **Vendor Nos. 1 to 7 herein** therein jointly referred to as the Owners of the One Part and M/s. Trident Construction herein therein referred to as the Developer of the Other Part, the said Vendors jointly granted the exclusive right of development in respect of the entirety of the Property particularly mentioned and described in the **First Schedule Part - I** hereunder written unto and in favour of the Developer herein for the purpose of construction of a multi storied building thereon at the cost of the Developer comprising of self contained flats, units, car parking spaces and other areas for selling out the Developer's Allocation and/or every part or any part thereof on ownership basis to the intending Purchaser(s) on the terms and conditions as contained and recorded in the said Development Agreement.

AND WHEREAS by virtue of a Development Power of Attorney dated 15th day of September, 2017 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No., Pages to, Being No. 7613 for the year 2017 jointly executed by the said **Vendor Nos. 1 to 7 herein** in favour of Sri Tufan Mukherjee and Sri Abhisekh Mishra, two Partners of M/s. Trident Construction, the Developer herein who is/are entitled and/or authorized and/or empowered amongst others to construct the said proposed multi storied building thereon and to book the proposed flats, units, car parking spaces and other areas and to enter into Agreements for Sale with the intending Purchaser(s) of flats etc. and to receive advance money and/or earnest money and/or all consideration money from the intending Purchaser(s) of such proposed flats, units, car parking spaces and other areas including power of execution and registration of Deed of Conveyance in respect of the same in terms of the aforesaid Power of Attorney.

AND WHEREAS by virtue of another Development Agreement dated 20th day of September, 2017 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No., Pages to, Being No. 7742 for the year 2017 made between the **Vendor Nos. 8 to 13 herein** therein jointly referred to as the Owners of the One Part and M/s. Trident Construction herein therein referred to as the Developer of the Other Part, the said Vendors jointly granted the exclusive right of development in respect of the entirety of the Property particularly mentioned and described in the **First Schedule Part - II** hereunder written unto and in favour of the Developer herein for the purpose of construction of a multi storied building thereon at the cost of the Developer comprising of self contained flats, units, car parking spaces and other areas for selling out the Developer's Allocation and/or every part or any part thereof on ownership basis to the intending Purchaser(s) on the terms and conditions as contained and recorded in the said Development Agreement.

AND WHEREAS by virtue of another Development Power of Attorney dated 20th day of September, 2017 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 1506-2017, Pages 233234 to 233263, Being No. 150607771 for the year 2017 jointly executed by the said **Vendor Nos. 8 to 13 herein** in favour of Sri Tufan Mukherjee and Sri Abhisekh Mishra, two Partners of M/s. Trident Construction, the Developer herein who is/are entitled and/or authorized and/or empowered amongst others to construct the said proposed multi storied building thereon and to book the proposed flats, units, car parking spaces and other areas and to enter into Agreements for Sale with the intending Purchaser(s) of flats etc. and to receive advance money and/or earnest money and/or all consideration money from the intending Purchaser(s) of such proposed flats, units, car parking spaces and other areas including power of execution and registration of Deed of Conveyance in respect of the same in terms of the aforesaid Power of Attorney.

AND WHEREAS thereafter in terms of a Deed of Amalgamation dated 17th day of November, 2017 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No., Pages to, Being No. 9252 for the year 2017 the Vendors herein jointly applied for amalgamation their two separate holdings into a single Holding before the South Dum Dum Municipality and upon amalgamation the said Municipal Authority assessed the said two holdings into a single holding being

Municipal Holding No. 75, B. B. Bastuhara Samiti, Kolkata – 700 074 under the Police Station of Dum Dum in the District of North 24 Parganas.

AND WHEREAS in terms of the said two separate Development Agreements and the said Development Power of Attorneys mentioned hereinabove the Developer herein obtained a building Plan vide No. **373 dated 02.11.2018** sanctioned from the South Dum Dum Municipality in the name of the Vendors herein for construction of a four storied residential building on and upon the said amalgamated Holding No. 75, B. B. Bastuhara Samiti, Kolkata – 700 074 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 8 in the District of North 24 Parganas particularly mentioned and described in the First Schedule Part – III hereunder written and hereinafter referred to as the **“SAID PROPERTY”**.

AND WHEREAS the development work and construction of the said proposed building known as “.....” is under construction in accordance with the said Development Agreements and the Building Plan vide No. **373 dated 02.11.2018** sanctioned from the said South Dum Dum Municipality and as per Specifications particularly mentioned and described in the **Sixth Schedule** hereunder written.

AND WHEREAS the Purchaser(s) has/have fully satisfied himself/herself /themselves as to the title of the Vendors of the said Property lying situate at and being amalgamated Municipal Holding No. 75, B. B. Bastuhara Samiti, Kolkata – 700 074 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 8 in the District of North 24 Parganas and has/have also inspected the said sanctioned building Plan and hereby assure/s and covenant/s with the Vendors and the Developer that he/ she/they is/are fully satisfied himself/herself/themselves in respect thereof and has/have agreed not to raise any objection or dispute whatsoever or howsoever over and in respect thereof.

AND WHEREAS the Purchaser(s) after being satisfied about the title of the Vendors and the Developer in respect of the said Property more particularly mentioned and described in the **First Schedule Part - III** hereunder written and after inspection of the relevant papers and documents and the sanctioned building Plan of the proposed building has/have agreed to purchase ALL THAT piece or parcel of one self contained residential Flat being No. having a super built up area of **Sq.ft.** more or less on the **Floor** of the said proposed building known as “.....” particularly mentioned and described in

the **Second Schedule** hereunder written togetherwith undivided impartible proportionate share or interest in the land particularly mentioned and described in the **First Schedule Part - III** hereunder written including all other common service areas, amenities and facilities particularly mentioned and described in the **Third Schedule** hereunder written to be appended thereto the said building lying situate at and being amalgamated Municipal Holding No. 75, B. B. Bastuhara Samiti, Kolkata – 700 074 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 8 in the District of North 24 Parganas at or for the total consideration of **Rs./- (Rupees**) only free from all encumbrances whatsoever subject to bear common maintenance charges and/or expenses thereof particularly mentioned and described in the **Fourth Schedule** hereunder written .

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

1. The Vendors and the Developer herein have jointly represented to the Purchaser(s) that the said Property more particularly mentioned and described in the **First Schedule Part - III** hereunder written is free from all encumbrances.
2. The said proposed building is being constructed by the Developer herein and to be completed the said proposed building comprising of several self contained flats, units, car parking spaces and other areas in accordance with the said sanctioned building plan on and upon the said Property more particularly mentioned and described in the **First Schedule Part - III** hereunder written by masonry, brick walls, flooring, partitions, fittings and fixtures laying of electrical and sanitary lines with all other amenities and facilities in all respects to make it habitable in accordance with the said building plan sanctioned by the Rajarhat Gopalpur Municipality.
3. The Vendors and the Developer jointly have agreed to sell and the Purchaser(s) herein has/have agreed to purchase ALL THAT piece or parcel of the said self contained residential Flat being No. having a super built up area of **Sq.ft.** more or less on the **Floor** of the said proposed building known as “.....” particularly mentioned and described in the **Second Schedule** hereunder written pertaining to the Developer's Allocation togetherwith the undivided impartible proportionate share or interest in the land particularly mentioned and described in the **First Schedule Part - III** hereunder written including

all other common service areas, amenities and facilities to be appended thereto the said building more particularly mentioned and described in the **Third Schedule** hereunder written subject to bear common maintenance charges and/or expenses thereof particularly mentioned and described in the **Fourth Schedule** hereunder written at or for the said consideration mentioned hereinabove free from all encumbrances and charges and the said total consideration money will be paid by the Purchaser(s) to the Developer as mentioned in the **Fifth Schedule** hereunder written.

4. Immediately after the said Flat is being ready and fit for habitation within **months** from the date of execution of this Agreement for Sale the Developer shall serve a notice upon the Purchaser(s) and within **15 days** from the date of receipt of such notice (hereinafter called the **date of Possession**) the Purchaser(s) shall be deemed to have taken physical possession of the said Flat and the possession of the said Flat will be handed over unto and in favour of the Purchaser(s) herein upon completion of the common areas, amenities and facilities to be appended thereto the said building and the Developer will be liable to obtain the Completion Certificate from the concerned Municipality after completion of the building and a copy thereof will be handed over to the Purchaser(s) herein.
5. From the date of Possession or from the date of registration of the Deed of Conveyance in respect of the said Flat whichever is earlier, the Purchaser(s) shall be liable to and agree/s to pay and contribute the proportionate share of municipal rates and other taxes, maintenance and service charges and all other outgoings payable presently or which may be imposed or levied in future in respect of the said Flat and proportionately for the whole building and premises regularly and punctually whether actual physical possession of the said Flat is taken or not by the Purchaser(s) herein.
6. The Developer shall not be liable for any loss caused by acts of God or other unforeseen circumstances making **it** impossible for the Developer to construct and complete the said proposed building and to deliver possession of the said Flat in the said building to the Purchaser(s) within the said stipulated period.
7. The Purchaser(s) will not be entitled to sell, transfer and/or assign his/her/their right, title or interest in respect of the said Flat particularly mentioned and described in the **Second Schedule** hereunder written to

anybody before registration of the Deed of Conveyance of the said Flat in any manner whatsoever.

8. The said proposed building shall be constructed in accordance with the said building plan duly sanctioned by the Rajarhat Gopalpur Municipality with such variations, modifications or alterations as may be deemed fit and proper by the Developer and the Purchaser(s) hereby consent/s to the same and hereby further agree/s not to raise any objection on making such alterations or additions by the Developer.
9. The Purchaser(s) shall not do any act, deed or thing whereby the construction or development of the said building or any part thereof is/are in any way hindered or impeded with and shall not in any way commit breach of any of the terms and conditions herein contained.
10. The Purchaser(s) shall not do or cause to be done anything whereby the construction and/or erection of the said building or any part thereof is/are in any way hindered or impeded with and if for any neglect or default on the part of the Purchaser(s) further construction of the said building or flats or any part thereof is/are in any way hindered or impeded with or if the Developer is prevented from carrying on or proceeding with the construction of any part thereof of the said building then and on that event the Purchaser(s) shall be liable to pay damages thereof until such time such obstruction or impediment is removed.
11. In case the Purchaser(s) commit/s default in fulfilling and observing his/her/their covenants herein contained, then and in such event this Agreement for Sale will be terminated and all his/her/their right against the Developer and/or the said Property and/or the said Building and/or said Flat shall stand extinguished.
12. The right of possession of the Purchaser(s) in respect of the said Flat shall arise only upon the Purchaser(s) on fulfilling all the obligations as are contained in this Agreement for Sale.
13. The Purchaser (s) shall not use the said Flat or any portion thereof for any purpose whatsoever other than as a flat for residential purpose nor shall use the said Flat in such manner which may or is likely to cause nuisance or annoyance to the occupiers of other flats, units, car parking spaces or other areas in the said building or the owners or occupiers of adjoin neighbouring properties nor shall use the same for any illegal or immoral purpose.

14. The Purchaser(s) shall also join the Association of the Flat Owners of the building to be formed hereafter and will be bound by the bye laws of such Association.
15. The Purchaser(s) shall not throw or accumulate any dirt, rubbish, rags or other refuse or permit the same to be thrown or allow the same to be accumulated in the said Flat or in the compound or any portion of the building.
16. It is agreed by and between the Parties hereto that the Developer's Advocate shall prepare the draft of Conveyance as per common draft pertaining to the other Purchaser(s) and the Developer shall arrange for execution and registration of the Deeds of Conveyance in respect of the flats, units, car parking spaces and other covered and/or constructed areas in favour of the respective Purchaser(s) and/or their nominee or nominees and/or assignee or assignees, as the case may be, free from all encumbrances, charges, liens, lispendens, attachments, claims and/or other liabilities whatsoever.
17. All costs, charges and expenses of preparing, stamping and registering all the Agreements, Conveyances, Deeds or any other documents required to be registered by the Developer in favour of the Purchaser(s) and/or his/her/their nominee or nominees and/or assignee or assignees as well as the entire professional charges of said Advocate of the Developer in preparing all such documents shall be borne by the Purchaser(s) herein.
18. The Purchaser(s) shall not claim any partition or sub-division of the said plot of land or the common parts and not to claim partition the same by metes and bounds.
19. The Purchaser(s) shall also deposit to the Developer towards charges of installing electric meter in the name of the Purchaser(s) in the said building as per requirement of the CESC Ltd.
20. The right of the Purchaser(s) shall remain restricted to the said Flat and in no event the Purchaser(s) shall be entitled and hereby agree/s not to claim any personal right in respect of the other parts or portions of the said building.
21. If the Purchaser(s) fail/s to purchase the said Flat within the said stipulated period upon payment of total consideration thereof to the Developer herein, then and on that event the Developer shall have every right to terminate this

Agreement for Sale at **its** sole discretion and the earnest money so to be paid will be refunded by the Developer to the Purchaser(s) herein after deducting of **5%** from the same and the said amount will be paid to the Purchase(s) herein at or immediately after selling the said Flat to any other intending Purchaser(s).

22. If the Developer fails to hand over possession of the said Flat unto and in favour of the Purchaser(s) herein within the stipulated period mentioned hereinabove then and on that event the Purchaser(s) shall have every right to claim refund of the earnest money so to be paid to the Developer together with 5% of the said earnest money and after payment thereof this Agreement for Sale will be treated as cancelled.
23. It is agreed by and between the Parties herein that if the said area of the said Flat measuring **Sq.ft.** is increased after final measurement then the Purchaser(s) will be responsible to pay the cost of the said increased area at the said rate mentioned hereinabove to the Developer and similarly if the said area of the said Flat is decreased then the Developer will be responsible to refund the cost of the said decreased area at the said rate to the Purchaser(s) and further the Purchaser(s) will be liable and responsible to pay the applicable **GST** or any other rates if imposed by the Government through the Developer herein in accordance with the law towards purchase of the said Flat.
24. If any question or difference whatsoever shall arise between the Parties hereto or their respective legal representatives touching this Agreement for Sale or any matters or things contained or the construction thereof or as to any matters in any way connected therewith or arising there out or the operation thereof or the rights and liabilities of either of the Parties then and in any such case the matter in difference shall be referred to arbitration and such arbitration shall be governed and be subjected to the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof for the time being in force.
25. The charges for amenities will be extra which will be decided later by and between the Developer and Purchaser(s) herein and the **GST** will be paid by the Purchasers(s) in accordance with the provision of Law.
26. Courts of North 24-Parganas alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of this Agreement for Sale.

THE FIRST SCHEDULE PART - I ABOVE REFERRED TO
(LAND OF THE VENDOR NOS. 1 TO 7 HEREIN)

ALL THAT piece or parcel of a plot of homestead land hereditaments and premises containing by estimation an area of 02 (two) Cottahs 14 (fourteen) Chittacks 36 (thirty six) Sq.ft. be the same a little more or less including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 55, B. B. Bastuhara Samiti, Kolkata – 700 074 at Mouza – Dum Dum House, J. L. No. 19, R. S. No. 237, Pargana – Kalikata, Touzi No. 1070/2834 comprised in R. S. Dag No. 1533(P) being L.O.P. No. 14 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 8, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24 Parganas and butted and bounded in the manner as following :-

- ON THE NORTH** : By L.O.P. No. 14C and Colony Boundary;
ON THE SOUTH : By L.O.P. Nos. 14A, 14B & 13;
ON THE EAST : By L.O.P. No. 13 and 6 ft. wide Road;
ON THE WEST : By 11' ft. wide Road.

THE FIRST SCHEDULE PART - II ABOVE REFERRED TO
(LAND OF THE VENDOR NOS. 8 TO 13 HEREIN)

ALL THAT piece or parcel of a plot of homestead land hereditaments and premises containing by estimation an area of 04 (four) Cottahs be the same a little more or less including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 75, B. B. Bastuhara Samiti, Kolkata – 700 074 at Mouza – Dum Dum House, J. L. No. 19, R. S. No. 237, Pargana – Kalikata, Touzi No. 1070/2834 comprised in R. S. Dag Nos. 1533 (P) & 1537 (P) being L.O.P. No. 13 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 8, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24 Parganas and butted and bounded in the manner as following :-

- ON THE NORTH** : By L.O.P. No. 14;
ON THE SOUTH : By Road;
ON THE EAST : By L.O.P. No. 15;
ON THE WEST : By L.O.P. No. 14B.

**THE FIRST SCHEDULE PART - III ABOVE REFERRED TO
(THE SAID PROPERTY)**

ALL THAT piece or parcel of the plots of homestead land hereditaments and premises containing by estimation a total area of **06 (six) Cottahs 14 (fourteen) Chittacks 36 (thirty six) Sq.ft.** be the same a little more or less togetherwith a four storied ownership residential building thereon known as “.....” is under construction including all easement rights and appurtanances thereto lying situate at and being amalgamated Municipal Holding No. 75, B. B. Bastuhara Samiti, Kolkata – 700 074 at Mouza – Dum Dum House, J. L. No. 19, R. S. No. 237, Pargana – Kalikata, Touzi No. 1070/2834 comprised in R. S. Dag Nos. 1533 (P) & 1537 (P) being L.O.P. No. 13 & 14 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 8, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24 Parganas and butted and bounded in the manner as following :-

- ON THE NORTH** : By 12’-2” wide Road;
- ON THE SOUTH** : By others land;
- ON THE EAST** : By 6’ ft. wide common passage;
- ON THE WEST** : By others land.

**THE SECOND SCHEDULE ABOVE REFERRED TO
(HEREBY TO BE CONVEYED)**

ALL THAT piece or parcel of one self contained residential Flat being No. having a super built up area of **Sq.ft.** more or less consisting of Bed Room(s), Living-cum-Dining, Kitchen, Toilet(s) and Balcony on the **Floor** of the said building known as “.....” togetherwith the undivided impartible proportionate share or interest in the land underneath including all other common service areas, amenities and facilities appended thereto the said building lying situate at and being amalgamated Municipal Holding No. 75, B. B. Bastuhara Samiti, Kolkata – 700 074 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 8 in the District of North 24 Parganas.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND FACILITIES)**

- a) The foundation columns, girders, beams, supports, main walls, corridors, lobbies, stair, stairway, lift, ultimate roof, entrance to and exit from the building intended for common use.

- b) Common passages leading from the Municipal Road to the said building.
- c) Underground reservoir, septic tank, over head water tank, water pipes and other common plumbing installations.
- d) Electrical wiring, motor and fittings (excluding those as are installed for any particular flat).
- e) All drains, drainages, sewers, rain water pipes, boundary walls and main gate including outer side of the walls of the said new building.
- f) Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said new building as are necessary for passage to or user and occupancy of the said Flat or Unit or Car Parking Space in common and as are specified by the Developer expressly to be common parts after construction of the said building.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON MAINTENANCE CHARGES AND/OR EXPENSES)

- a) The expenses of maintaining, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage, rain water discharge arrangement, water supply system, supply of electricity to all common areas mentioned in the Third Schedule hereinabove written.
- b) The expenses of repairing, maintaining, white-washing and colour washing the main structure of the building including the exterior of the building and also the common areas of the building described in the Third Schedule hereinabove written.
- c) The costs of cleaning and lightening the entrance of the building, the passage and space around the building, lobbies, corridors, staircase and other common areas.
- d) Cost of decorating the exterior of the Premises.
- e) Salary, Wages, Fees and Remuneration of Durwan, Sweeper, Plumber, Electrician, Liftman, Caretaker or any other person whose appointment may be considered necessary for maintenance and protection of the said Premises and administration and management of the affairs thereof.
- f) The Municipal taxes, Commercial Surcharge, Building Taxes, Urban Land Taxes, Water Taxes and other Rates and Taxes whatsoever as may be found payable on account of the said building and/or the said Premises.
- g) All common costs of Insurance of the said new building against earthquake, fire, lightning, mob-damage, civil commotion etc.
- h) All charges and deposits for supplies of common utilities to the Co-owners in common.

- i) All litigation expenses for protecting the said plot of land and the said building to be constructed on and upon the said plot of land.
- j) The office expenses incurred for maintaining the office of the Association of Flat owners to be formed for common purposes.
- k) Cost of maintenance of Lift and accessories thereof.
- l) All expenses referred above shall be borne and paid proportionately by the Purchasers on and from the date of taking over the possession of their respective Flat/Unit/Car Parking Space.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(PAYMENT SCHEDULE)

- a) **Rs./- (Rupees)** only at the time of signing of this Agreement for Sale.
- b) The balance amount of **Rs./- (Rupees)** only will be paid at the time of handing over possession and/or registration of the Deed of Conveyance of the said Flat within **months** from the date of signing of this Agreement for Sale, whichever is earlier.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS OF THE BUILDING)

CONCRETE :

R.C.C. works of Beams, Slabs, Lintels, Chajjas etc. will be done in (1:1/2:3) Water proofing and roof treatment will be provided at the time of finish.

PLASTERING :

- a) 12mm thick inside plaster with sand and cement mortar in (6:1) ratio
- b) 19mm thick outside plaster with sand and cement mortar in (4:1) ratio

FLOORING :

- a) Marble with Skirting.
- b) Side wall of Toilet will be finished with glazed tiles 5' ft. height.
- c) Coloured Glazed Tiles to be fixed on wall of kitchen height upto 2' ft. from cooking slab (Black Stone).

STAIRCASE :

Stair will be finished with **Marble**

WINDOWS :

Aluminium sliding window with outside grill.

BRICK WORKS :

- a) 5" thickness brickwork will be done outside wall.
- b) 3" thick inside partition walls and 5" thick partition between the Units.

SANITARY & WATER SUPPLY :

- a) Municipal Tap Water Line.
- b) P.V.C. Pipes for external line.
- c) Overhead reservoir will be R.C.C.
- d) P.V.C. Rain water pipe for water disposal
- e) Concealed pipe line will be used for Toilet and kitchen.
- f) Porcelain white pan for Toilet.

DOOR :

Door Frames will be of best quality Sal wood. All internal doors will be Flush type and Main Door will be designed flush door.

PAINTING :

Outside wall of the building will be colour painting and inside walls of all flats will be plaster of paris.

ELECTRIFICATION:

- a) Concealed wiring,
- b) 2 (two) light points, 1 (one) Fan point and 5 Amp. Plug point in each Be Room.
- c) 2 (two) Light points, 1 (one) Fan Point, 1 (one) 5 Amp. Point, One Television Point and 1 (one) Freeze point at Drawing/Living Room.
- d) 1 (One) Calling Bell Point at Main Door.
- e) 1 (one) Light point, one 5 Amp. Plug and One Chimney/Exhaust Fan point at kitchen.
- f) One Light Point and One Exhaust Fan Point in Toilet.
- g) One Light Point in the Balcony.

LIFT:

A lift of a reputed company will be provided.

EXTRA WORKS:

The Purchaser(s) herein of the said Flat will be liable to pay the cost of extra work to the Developer if any extra work is to be done by her/him/them in the said Flat.

IN WITNESS WHEREOF the Parties herein set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the Vendors at Kolkata
in the presence of : -

1.

2.

**As the constituted Attorneys
of the Vendors**

SIGNED, SEALED AND DELIVERED

by the Developer at Kolkata
in the presence of : -

1.

2.

TRIDENT CONSTRUCTION
Sufaz Mukherjee
Partner

TRIDENT CONSTRUCTION
Amal Kumar
Partner

Signature of the Developer

SIGNED, SEALED AND DELIVERED

by the Purchaser(s) at Kolkata
in the presence of : -

1.

2.

Signature of the Purchaser(s)

R E C E I P T

RECEIVED of and from the within named Purchaser(s) the within mentioned sum of **Rs./- (Rupees**) only being the earnest money and/or part payment under this Agreement for Sale as per Memo below :-

MEMO OF CONSIDERATION

By Cheque No. dated

drawn on

..... Branch.

Rs./-

(Rupees Only)

WITNESSES :-

1.

2.

TRIDENT CONSTRUCTION
Sufar Metheryjee
Partner

TRIDENT CONSTRUCTION
Amal K
Partner

Signature of the Developer

Drafted by :-

Advocate.