

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made on this day of,
2018 / 2019 (Two Thousand Eighteen / Nineteen) **BETWEEN MR. SIRAJ**
KHAN, PAN AEWPK6148M, ADHAR Card No.697890390575, son of Jalil Khan,
by faith or religion – Muslim, Nationality – Indian, by occupation –Business,
residing at Village – Santipur, P.O. Mecheda, P.S. Kolkaghat, District – Purba
Midnapur, PIN 721 137, - represented by the constituted attorney, namely,
M/S. BANGBHUMI REALBUILDERS LLP, PAN AAQFBS458F, A Limited
liability Partnership Firm, having its registered office at 27, Skakespeare
Sarani, front building 5th floor, P.S. Shakespeare Sarani, Kolkata – 700 017
and sole, only and absolute Partners of said Partnership Firm, are, 1) **MR.**
SANJAY KUMAR PARAKH, PAN AESPP2047J, ADHAR Card No
984449867573, son of Mr. Sampat Mal Parakh, residing at 24, Lee Road,
Kolkata – 700 020 and 2) **SRI PRAKASH CHAND KOTHARI**, PAN

AAUPK1462A, ADHAR Card No 665622627577 son of Late Bahadur Singh Kothari, Kolkata – 700 017, hereinafter referred to the **OWNER /VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, legal representative, administrators and assigns) of the **FIRST PART**.

AND

SRI/SMT., PAN No., AWARD No. son of/wife of/daughter of Sri/Late, residing at, P.O., P.S., District, PIN, - hereinafter referred to as the **PURCHASER/VENDEE** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, successors, executors, legal representatives and assigns) of the **SECOND PART**.

AND

M/S. BANGBHUMI REALBUILDERS LLP, PAN AAQFBS458F, A Limited liability Partnership Firm, having its registered office at 27, Skakespeare Sarani, front building 5th floor, P.S. Shakespeare Sarani, Kolkata – 700 017, represented by its partners, namely, 1) **MR. SANJAY KUMAR PARAKH**, PAN AESPP2047J, ADHAR Card No 984449867573, son of Mr. Sampat Mal Parakh, residing at 24, Lee Road, Kolkata – 700 020 and 2) **SRI PRAKASH CHAND KOTHARI**, PAN AAUPK1462A,ADHAR Card No 665622627577 son of Late Bahadur Singh Kothari, Kolkata – 700 017, hereinafter referred to the **DEVELOPER/CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its partners, successors-in-office, executors, administrators, legal representative and assigns) of the **THIRD PART**.

WHEREAS the Owner/Vendor herein (for the sake of brevity hereinafter referred to as '**said First Part**') owns, acquires, seizes, possesses and otherwise

well and sufficiently entitled to, solely and absolutely, by way of purchase by several registered deeds-of-conveyance, all executed and registered with and before the District Sub registrar – I, Purba Midnapore, **ALL THAT** the pieces and parcels of land area containing an area altogether admeasuring by an estimation 1.4926 Acres, be the same a little more or less, lying and situated at Mouza – Padumbasan, P.S. Tamluk, J.L. No. 144, District – Purba Medinipur comprised in (1) R.S. Dag No. 405 in R.S. Khatan No. 303, (2) R.S. Dag No. 420 (3) R.S. Dag No. 421 both in R.S. Khatan No. 63/1, (4) R.S. Dag No. 416, (5) R.S. Dag No. 417, (6) R.S. Dag No. 418, (7) R.S. Dag No. 419, all appertaining to R.S. Khatian No. 885, (8) R.S. Dag No. 408, (9) R.S. Dag No. 409, both in R.S. Khatan Nos. 656 and 662 which, subsequently, in L.R. Operation under the West Bengal Land Reforms Act, 1955, converted and renumber as (1) L.R. Dag No. 4424 in L.R. Khatian No. 8797, area 0.0100 Acre out of total area 0.0900 Acre, (2) L.R. Dag No. 4425 in L.R. Khatian No. 8797, area 0.0725 Acre out of total area 0.1450 Acre, (3) L.R. Dag No. 4426 in L.R. Khatian No. 8797, area 0.1401 Acre out of total area 0.1401 Acre, (4) L.R. Dag No. 4427 in L.R. Khatian No. 8797, area 0.1500 Acre out of total area 0.1500 Acre, (5) L.R. Dag No. 4433 in L.R. Khatian No. 8797, area 0.5100 Acre out of total area 0.5100 Acre, (6) L.R. Dag No. 4434 in L.R. Khatian No. 8797, area 0.4800 Acre out of total area 0.5100 Acre, and , (7) L.R. Dag No. 4436 in L.R. Khatian No. 8797, area 0.1300 Acre out of total area 0.1400 Acre, which more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and for the sake of brevity hereinafter referred to as **‘the said land’**.

Sl. No.	Deed No. Date Registry office	R. S. Dag No.	R.S. Khatian No.	L.R. Dag No.	L.R. Khatian No.	Area in decimal
1	7815/18. 11. 14 DSR – I, Purba Medinipore	405	303	4436	8797	2.5

2	2912/14. 07. 14 DSR – I, Purba Medinipore	420 421	63/1 63/1	4424 4425	8797	1.0 7.25
3	5715/29. 08. 14 DSR – I, Purba Medinipore	416 & 417	885	4426	8797	2.50
4	5716/29. 08. 14 DSR – I, Purba Medinipore	416 & 417	885	4426	8797	2.50
5	3634/29. 08. 14 DSR – I, Purba Medinipore	416 & 417	885	4426	8797	5.00
6	5671/28.08. 14 DSR – I, Purba Medinipore	418 & 419	885	4427	8797	5.00
7	3661/28. 08. 14 DSR – I, Purba Medinipore	418 & 419	885	4427	8797	5.00
8	448 / 20. 01. 14 448 / 20. 01. 14 448 / 20. 01. 14 DSR – I, Purba Medinipore	405, 408 & 409 405,408 & 409 405, 408 & 409	656 & 652 656 & 652 656 & 652	4434 &4433 4434 &4433 4434 &4433	8797 8797 8797	22.31 6.380 22.312
9	5667/28. 08. 14 DSR – I, Purba Medinipore	409	656	4433	8797	15.667

10	3633/28.08. 14 DSR - I, Purba Medinipore	409	656	4433	8797	15.667
11	6504/29. 08. 16 DSR - I, Purba Medinipore	405	303	4434 & 4436	8797	3.00
12	6502/29. 08. 16 DSR - I, Purba Medinipore	405	303	4436	8797	4.50
13	6503/29. 08. 16 DSR - I, Purba Medinipore	405	303	4436	8797	4.00
14	5982/11. 08. 16 DSR - I, Purba Medinipore	418 & 419	885	4427	8797	5.00
15	5983/11. 08. 16 DSR - I, Purba Medinipore	416 & 417	885	4426	8797	2.50
16	5985 / 11. 08. 16 DSR - I, Purba Medinipore	416 & 417	885	4426	8797	2.50
17	5870/08. 08. 2016 DSR - I, Purba Medinipore	409	656	4433	8797	15.667

AND WHEREAS said First Part mutated and recorded his name in respect of the said land in the record-of-rights prepared under the relevant provisions of the West Bengal Land Reforms Act, 1955 and a separate L.R. Khatian has been open in his name being L.R. Khatian No. 8797 containing the said land. Accordingly said First Part has paid up to date Tax or Khazana in

respect of said entire land as payable to the Collector, Purba – Medinipur through or represented by the Block Land and Land Reforms Officer, Tamluk.

AND WHEREAS the District Land & Land Reforms Officer, Purba – Medinipur by Order No. 1266 dated 11.05.2017 has accorded permission to the First Part, under Section 4C of the West Bengal Land Reforms Act, 1955, to convert the said land into ‘Housing Complex’.

AND WHEREAS Competent Authority in office of the Chief Executive Officer, Haldia Development Authority, also granted permission to the First Part under Section 46 of the West Bengal Town and Country (Planning and Development) Act, 1979 under Memo No. 2113 (112) / HDA /VII-L-53 / II(P-II) dated 19.01.2017, to develop the said land for residential uses.

AND WHEREAS the said land thus became free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions trusts of whatsoever and howsoever nature on the other hand it has been established lawfully and undisputedly that the Owner has acquired good marketable title having constructive peaceful possession of the said land in its entirety which, in all respect, stands fit, suitable and ready for development for both commercial and residential uses even by way of construction of building and buildings in compliance with the sanctioned building plans as sanctioned by the sole and only competent authority under the law.

AND WHEREAS, in the meantime, by desiring to develop the said land into a multi-storied housing-cum-commercial complex by joint venture with a sufficiently reputed Developer or Promoter particularly having enough experience in construction of buildings, the First Part met, approached, requested and proposed the Developer/Confirming Party herein (for the sake of brevity hereinafter referred to as ‘**said Third Part**’) to accept his offer as well as proposal to develop the said entire land into a multi-storied housing-cum-commercial complex by joint venture. By responding to said offer of the First Part and, later, after verification of the title of the First Part in respect of the said

land, the Third Part was agreed with said proposal and offer of him and in a bid to start development of the said land into a multi-storied housing-cum-commercial complex within a short date, both upon agreement on the terms and conditions which was settled on detailed discussions and in consultation with each other, said First Part and the Third Part immediately entered into a 'Development agreement' involving the said land and said agreement was executed and registered with the A.R.A. III, Kolkata on 28th day of February, 2017, recorded in Book No. I, Volume No. 1903-2017, Pages from 12749 to 12816, Being No. 190300375 for the year 2017, and, simultaneously, to empower and authorise legally and lawfully to the Third Part mainly to do and perform all works and partake in all development activities on behalf of him, the First executed a Power-of-attorney in favour of the Third Part which was also registered with the ARA III, Kolkata on same date and recorded in Book No. IV, Volume No. 1903-2017, Pages from 26570 to 26600, Being No. 190301054 for the year 2017.

AND WHEREAS it is, thus, a settled position of law that pursuant to aforesaid development agreement also with the strength of aforesaid Power-of-attorney, the said Third Part is lawfully empowered, authorised and entitled to himself also by representing the First Part, to enter into agreements for sale even to sell of flats, shops, car parking spaces/spaces of commercial uses/spaces of residential uses within Third Part's allocation as particularly mentioned and recorded in the said development agreement to the intending buyers and/or prudent and prospective purchasers by receiving due consideration money by giving proper receipt thereof. It is also settled position of law in case the First Part so agrees and desires to sell the First Part's allocations which also specifically mentioned in the said development through or by the Third Part, in that even the Third Part shall do the same similarly and identically. Both First Part and Third Part were agreed and decided that the purchasers shall be given photocopies of said development agreement and power of attorney duly signed by them which shall be used and treated as the part and

parcel of each purchaser's document of transfer of respective individual flat/shop/car parking space/space of commercial uses/space of residential uses/space of other uses as per the building plan or plans duly sanctioned by the concerned competent authority and authorities under the law or laws, for the sake of brevity hereinafter referred to as the '**said individual and single unit**'. More so, the common areas, joint facilities, privileges, advantages and benefits also joint obligations as to be performed by each and every purchasers also mentioned and recorded in said development agreement for strict compliance which always shall be the reference in case any dispute regarding or involving any of said issues arises. However, it is also mandatory that, if any such dispute or any dispute of any kind or nature arises relating to the project, shall immediately be placed and put into the notice of the Third Part who upon discussion and in consultation with the protester or protesters will solve and sort out the dispute and disputes amicably, reasonably which shall have legal force and binding upon the parties. Thus one of the objects of delivery of copies of aforesaid development agreement and power of attorney is, to keep the purchasers aware about their statutory entitlements in the project also their obligations as a whole for smooth running and completion of the project perfectly undisputedly and without any error of fault and to keep warm and loving relationship between the Third Part and the purchasers in the project avoiding unnecessary occurrence of annoyance.

AND WHEREAS pursuant to said Development Agreement also by virtue and with the strength of said Power of Attorney, the Third Part prepared Building Plans and have got the plans sanctioned by the competent authority in office of the Chief Executive Officer, Tamralipta Municipality being **Sanctioned Plan No..... dated 19/12/2017.**

AND WHEREAS after getting said Building Plans sanctioned, the Third Part started development of the said land by construction of Multi-storied Building of both housing and commercial uses and called upon the genuinely

interested buyers or prospective and prudent purchaser in acquiring flats/shops/commercial units/car parking spaces in the said Multi-storied Building.

AND WHEREAS in the meantime, the Purchaser/Vendee (for the sake of brevity hereinafter referred to as '**said Second Part**') became interested to own and acquire a flat/shop/commercial unit/ car parking space in the said Multi-storied Building and met the Third Part for collection of relevant documents and photocopies of required records duly signed by the Third Part for verification of Title of the said land and causing all necessary searches in the concerned offices of both Central Government and the Government of west Bengal which include offices and departments of concerned statutory authorities and Local Bodies also for necessary searches in concerned competent courts-of-law or laws.

AND WHEREAS thereafter, after expressing full satisfaction and getting full knowledge and detail required information duly verified personally and engaging experts on subjects pertaining with the project particularly development of the said land into a Multi-storied Building, the Second Part approached and requested the Third Part desiring to purchase **ALL THAT** the Flat/Shop/Car Parking Space/Commercial Space being individual single 'Unit No.....' on the Floor of the Multi-storied Building, named **TAMLUK DOWNTOWN ENCLAVE** of the Complex known as '**.....**', constructed on the portion of the said land described in the **FIRST SCHEDULE** hereinabove written having a super built up area **of Sq. Ft.**, be the same a little more or less, **TOGETHER WITH** the undivided proportionate variable share in the common parts, portions, areas, facilities, privileges, advantages, benefits and amenities of the said Multi-storied Building **TOGETHER WITH** the undivided proportionate variable impartible share in the said land underneath the said Multi-storied Building attributable thereto. Also the **right to use one number of Car Parking Spaces** of the Complex, for the sake of brevity hereinafter referred to as 'said individual and single unit', more fully and

particularly described in the '**SECOND SCHEDULE**' hereunder written, **at and for a total consideration of a sum of Rs...../- (Rupees.....)** only being the proportionate cost of constructions together with the cost of undivided proportionate ownership, variable, impartable shares in common areas, common privileges with other common advantages, benefits, entitlements, amenities and things and places of enjoyments in said multi-storied building.

AND WHEREAS both First Part and the Third Part after due consideration on aforesaid issue of approach and request of the Second Part to purchase said individual and single unit, were finally agreed to sell the same unto and in favour of the Second Part at and for a **total consideration of a sum of Rs...../- (Rupees.....)** only being the proportionate cost of constructions together with the cost of undivided proportionate ownership, variable, impartable shares in common areas, common privileges with other common advantages, benefits, entitlements, amenities and things and places of enjoyments in said multi-storied building.

NOW THE INDENTURE WITNESSETH AND IT IS HEREBY

AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. **THAT** out of said total consideration being the **sum of Rs. -----/- (Rupees -----) only**, the Purchaser has paid the Third Part, that is, the Developer/Confirming Party also representing the Owner/Vendor by power of attorney a sum of Rs. -----/- (Rupees -----) only which after receiving in full in the manner mentioned in the 'Memo of Consideration', here under appended, the Third Part doth issue to the Purchaser proper receipt and acknowledgement and being mandatory and statutory obligation execute this agreement for sale himself also representing the Owner/Vendor by lawful power of attorney.

2. **THAT** parties agreed, **the balance sum of Rs. -----/- (Rupees -----) only**, will be paid by the purchaser to the Third Part for reasons aforementioned on or before the execution and registration of the Deed of Conveyance

to be executed by and between the Vendor and Purchaser and the Developer or the Confirming Party which under any circumstances will not exceed months from the date of these presents.

3. **THAT** the Purchaser admitted that he has already made necessary searches and enquiries about the Vendor's title to the said land.

4. **THAT** the Vendor has already given opportunity to the Purchaser for inspection of the Original Documents upon being so required by the Purchaser and to lawyer and agent.

5. **THAT** if further document or documents and/or record or record are required by the Purchaser, in that event, he/she may collect and inspect said required documents and records which as obligation on the part of the Owner/Vendor, shall immediately obey and comply and supply the same to the Purchaser on his/her requisition.

6. **THAT** the Purchaser is allowed and shall be entitled to make requisition on title which if made, but in any case not later than 2 (two) weeks from the date of execution of this agreement for sale, the Owner/Vendor shall within 2 (two) weeks of receiving the requisition on title, shall answer and comply with all reasonable requisition on title.

7. **THAT** upon the Vendor making out a good and marketable title to the said land and the project completed within months from the date hereof when the Purchasers shall pay the balance amount of the consideration to the Third Part who along with the Owner/Vendor, that is, the First Part shall execute and cause registration of Deed of Conveyance in respect of the said individual single unit. The cost of stamp, registration charges etc. and expenses in connection with registration of the Deed of Conveyance shall be paid and borne by the Purchaser.

8. **THAT** the rates, taxes and other outgoings in respect of the said land upto the date of sale shall be paid and borne by the Third Part. If any dues remain outstanding on the date of sale, the amount for the same shall be reimbursed by the Third Part to the Purchaser simultaneously with the execution of conveyance.

9. **THAT** if the Third Part fails to complete the project within the time stipulated without any valid reason and establishes by the competent courts-of-law or laws as

laches of the Third Part, it will pay damage to the Purchaser @ 6% per annum on the deposited earnest money of the Purchaser.

10. **THAT** upon the project is completed although the Purchaser fails and neglects to pay the balance consideration to the Third Part in that event both First Part and the Third Part, that is, the Owner/Vendor and Developer/Confirming Part, shall have right to terminate this agreement for sale and shall refund the Purchaser the earnest money which he/she so far paid and deposited to them by deducting 15% money from said deposited earnest money being cost toward such litigation causing the chance of unnecessary harassment and business loss.

11. **THAT** if the Purchaser is ready and willing to complete the Purchase and the both First Part and Third Part fails and neglects to comply his part under this agreement, the Purchaser shall be at liberty to sue the First Part and the Third Part for Specific Performance and costs and get appropriate order/Decree against the them.

12. **THAT** till such time the First Part and Third Part execute and register the Conveyance for the said individual and individual single unit in favour of the Purchaser they shall not deal with, transfer, alienate or encumber the individual single unit in any manner whatsoever.

13. **THAT** in pursuance of said development agreement and power of attorney also in terms of the sanctioned building plan, the said Third Part at its own cost and expenses has started construction of the said multi-storied multi-use residential-cum-commercial complex known as '.....'.

14. **THAT** the Third Part itself and by representing the First Part by strength of or with the lawful and legal entitlement by aforesaid power of attorney, shall sell and the purchaser shall purchase **ALL THAT** Flat/Shop/Car Parking Space/commercial Space being individual single unit No. on the Floor in the multi-storied building, constructed on the portion of the said land having a super built up area of Sq..Ft., be the same a little more or less, **TOGETHER WITH** the undivided proportionate variable impartible share in the said land underneath the said mlti-storied building **TOGETHER WITH** right to use of one car parking space in the complex which is

more fully and particularly described in the 'SECOND SCHEDULE' and for sake of brevity hereinafter referred to as 'said individual single unit'.

15. **THAT** the Third Part delivered or handed over photocopies of all relevant records and documents duly signed and certified by it as to be the true copy of the said original records and documents at the time of inspection of the site by the purchaser two months back which the purchaser has meanwhile verified and thus satisfied about the legality of the whole project which covers all issues, matters and things of every natures and kinds.

16. **THAT** the time of completion of the project within years from the execution of this agreement and in case, time required further extension genuinely, in that event the Third Part shall explain the reasons thereof for satisfaction or to satisfy the purchasers. In every cases the purchasers shall give written complaint to the Third Part which will be disposed of amicably and satisfactorily with discussion in consultation by the party aggrieved and the Third Part.

17. **THAT** it is agreed by and between the parties that the stamp duty, registration charges and all the expenses or drawings and completing the conveyances shall be borne by the purchaser.

18. The Owner/Vendor, that is, the First Part has represented to the Purchaser as follows:

- a) The said land is free from all encumbrances, charges, liens, lispensens acquisitions, requisitions, attachments and trusts of whatsoever nature.
- b) None except the Owner/Vendor has any right, title interest claim or demand of whatsoever nature over and in respect of the said land or any part or portion thereof.
- c) There is no impediment legal or otherwise in the Vendor' transferring the said land in favour of the Purchaser.
- d) The said Owner/Vendor has marketable title to the said land.

- e) No part of the said land has been acquired or requisitioned by the Government of West Bengal or Central Government or any other statutory authority.
- f) All rates, taxes and impositions in respect of the said land have been duly paid and discharged by the Owner/Vendor.

19. **THAT** the third Part will prepare the draft Deed o Conveyance in respect of said individual single unit to be executed in favour of the Purchaser. The form will be common to all the purchasers in respect of their individual single unit. The third Part will furnish and supply the purchaser said draft of deed of Conveyance for approval of the Purchaser who within reasonable time shall return the same to the Third Part with his/her approval who further shall get the fair copy or final copy of the same engrossed and stamped and both First Part and third Part will sign the same and shall cause registration of Deed of Conveyance expenses thereof shall be fully borne by the Purchaser alone and solely. Therefore it will be the responsibility of the Purchaser to lodge the said Deed of Conveyance for registration.

20. The Purchaser, that is, the Second Part covenants the First Part and the Third Part as follows:

a) To do all acts and things and sign and execute all documents and papers as shall be incidental to the due carrying out the performance of the terms of this agreement and for safeguarding the interests of the First Part and the Third Part and also other purchasers of the Multi-storied Building Complex, as mainly the Third Part may require him/her to do and execute from time to time at the cost and expenses of the Third Part.

b) To observe and perform all obligations in compliance with the relevant statutes, laws, Rules and bye-laws and other Regulations and Governments Orders of both the State and Central government which the Association of Apartment Owners may adopt at its inception and from time to time and at all times for fully and effectively vesting the management in the Association and otherwise to observe all stipulations and conditions in respect of the use and occupation of the particular flats/shops/car parking spaces/commercial spaces by particular members and to ensure regular and punctual payment of contributions and charges.

c) To observe all the rules and regulations which the third Part may frame and bring into force including rules and regulations regarding parking of cars, storing of materials and goods inside the complex, playing games likely to cause damages, injury, nuisance and other similar matters during the interim period until all flats/shops/car parking spaces/ commercial spaces are sold in the said Multi-storied building or in the project and/or in the complex and until the Association is formed.

d) Not to use or permit to be used the said Multi-storied building or complex for any use or purposes approved in the sanctioned plan and, later, shall be approved by the Association after its formation.

e) Not to cause or permit to be caused any nuisance or annoyance to the other occupiers and members of the Association as to be formed under the Apartment Ownership Act, 1972.

22. All disputes and differences whatsoever arising between the parties hereto or persons claiming under them touching this agreement or any matter or things contained or the construction thereof or as to any matter in any way connected therewith or arising thereout or the operation thereof or the rights and liabilities of either of the parties shall be referred to arbitration and such arbitration shall be governed by and be subject to the provisions of the Arbitration and Conciliation Act, 1996 as modified from time to time or re-enactment thereof for the time being in force.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(the said land)

ALL THAT the pieces and parcels of land area containing an area altogether admeasuring by an estimation 1.4926 Acres, be the same a little more or less, lying and situated at Mouza – Padumbasan, P.S. Tamluk, J.L. No. 144, District – Purba Medinipur comprised in (1) R.S. Dag No. 405 in R.S. Khatan No. 303, (2) R.S. Dag No. 420 (3) R.S. Dag No. 421 both in R.S. Khatan No. 63/1, (4) R.S. Dag No. 416, (5) R.S. Dag No. 417, (6) R.S. Dag No. 418, (7) R.S. Dag No. 419, all appertaining to R.S. Khatian No. 885, (8) R.S. Dag No. 408, (9) R.S.

Dag No. 409, both in R.S. Khatan Nos. 656 and 662 which, subsequently, in L.R. Operation under the West Bengal Land Reforms Act, 1955, converted and renumber as (1) L.R. Dag No. 4424 in L.R. Khatian No. 8797, area 0.0100 Acre out of total area 0.0900 Acre, (2) L.R. Dag No. 4425 in L.R. Khatian No. 8797, area 0.0725 Acre out of total area 0.1450 Acre, (3) L.R. Dag No. 4426 in L.R. Khatian No. 8797, area 0.1401 Acre out of total area 0.1401 Acre, (4) L.R. Dag No. 4427 in L.R. Khatian No. 8797, area 0.1500 Acre out of total area 0.1500 Acre, (5) L.R. Dag No. 4433 in L.R. Khatian No. 8797, area 0.5100 Acre out of total area 0.5100 Acre, (6) L.R. Dag No. 4434 in L.R. Khatian No. 8797, area 0.4800 Acre out of total area 0.5100 Acre, and , (7) L.R. Dag No. 4436 in L.R. Khatian No. 8797, area 0.1300 Acre out of total area 0.1400 Acre.

THE SECOND SCHEDULE ABOVE REFERRED TO :

(the said individual single unit)

ALL THAT the Flat/Shop/Car Parking Space/Commercial Space being individual single 'Unit No.....' on the Floor of the Multi-storied Building, named '.....' of the Complex known as '.....', constructed on the portion of the said land described in the **FIRST SCHEDULE** hereinabove written having a super built up area of Sq. Ft., be the same a little more or less, **TOGETHER WITH** the undivided proportionate variable share in the common parts, portions, areas, facilities, privileges, advantages, benefits and amenities of the said Multi-storied Building **TOGETHER WITH** the undivided proportionate variable impartible share in the said land underneath the said Multi-storied Building attributable thereto. Also the **right to use one number of Car Parking Spaces** of the Complex.

THE THIRD SCHEDULE:

(Common Portions Common to the Co-owners of the said Building)

1. AREA:
 - a. Open and/or Covered paths and passages;
 - b. Lobbies, staircases, lift, wells, and landings;
 - c. An office room for the Company; and OTHER SPACES for installing lift, machinery pumps, and other common installations mentioned hereinafter

PROVIDED THAT the terrace shall not be deemed to be a common portion except for the right to have the water reservoir, cooling towers, water softening plant and T.V. Antenna installed on such portion thereof as be demarcated by the Vendors from time to time.

2. WATER AND PLUMBING: Water Pumps, Water Reservoirs, Water Tanks, Water pipe (save those inside any unit) and tubewell.
3. ELECTRICAL INSTALLATIONS: Wiring and accessories for lighting of the common parts and wiring from the electrical sub-station to one point inside or at the main gate of each unit.
4. LIFT INSTALLATION: The lift machinery, lift cages and accessories.
5. DRAINS etc: Drains, sewers and pipes.
6. OTHER Common areas and installations and/or equipment as are provided in the building for common use and/or enjoyment.

THE FOURTH SCHEDULE:

(Common Expenses)

1. MAINTENANCE: All expenses for maintaining, operating, white washing, painting, renovating and replacing and common portions including the outer walls of the building.
2. OPERATION: All expenses for running and operating all machinery, equipment's and installations in the common portions including the lift, water pumps, electrical sub-station, transformer, and generator and including the costs of repairing, renovating and replacing the same.
3. STAFF: The salaries of and all other expenses of the staff to be employed for the common purposes including their salaries, bounds and other emoluments and benefits.
4. COMPANY: Establishment and all other expenses of the company including its formation, office, establishment and miscellaneous expenses and also similar expenses of the Vendors or any agency after the common purposes until handing over the same to the company.
5. INSURANCE: Costs of insuring the building and/or the common portions.
6. FIRE FIGHTING: Costs of installing and operating the fire fighting equipments and personnel.
7. RESERVES: Creating of funds of replacement and/or renovation and/or periodic expenses.
8. OTHERS: All other expenses and/or outgoings as are incurred by the Vendors and/or the Company for the Common purposes.
9. Right of protection of such portion of each other.

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

SIGNED SEALED AND DELIVERED

BY THE OWNER/VENDOR

THE FIRST PART AT KOLKATA

IN THE PRESENCE OF: 1.

2.

SIGNATURE OF THE OWNER/VENDOR

(hereinbefore referred as the 'First Part' and represented by the Third Part, his Constituted Attorney).

SIGNED SEALED AND DELIVERED

BY THE PURCHASER/VENDEE

THE SECOND PART AT KOLKATA

IN THE PRESENCE OF: 1.

2.

SIGNATURE OF THE PURCHASER/VENDEE

(hereinbefore referred as the 'Second Part')

SIGNED SEALED AND DELIVERED

BY THE DEVELOPER/CONFIRMING PARTY

THE THIRD PART AT KOLKATA

IN THE PRESENCE OF: 1.

2.

SIGNATURE OF THE DEVELOPER/CONFIRMING PARTY

(hereinbefore referred as the 'Third Part')

RECEIVED of and from the within-named **Purchaser** the within mentioned sum of Rs./- (Rupees)

only as per memo below:-

MEMO OF CONSIDERATION

Sl. No	Date	Ch. No./ UTR No.	Drawn on	In favour of	Amount (Rs.)
1					
2					
3					
4	By GST on Sale of Property @%			/-
Total				/-

(Rupees only)

Witnesses:

1.

2.

SIGNATURE OF THE VENDOR

DATED THIS DAY OF 2018

BETWEEN

VENDOR

AND

PURCHASER

AND

DEVELOPER

AGREEMENT FOR SALE

ASOK KUMAR BANDYOPADHYAY

Advocate, High Court at Calcutta.

Enrolment No. 1243 of 1998

'Olisa' Building. 2nd Fl. Room 204.

4, Government Place (North). Kol.1

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