

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made on day of Two
Thousand (20.....)

B E T W E E N

1. **SRI SURYA KUMAR BHADRA** [PAN- AEDPB8516R] & [ADHAR-
757827881589], son of Late Benay Krishna Bhadra, by Occupation-
Retired, residing at 7, Baldeo Para Road, P.O.- Beadon Street under
Police Station of Maniktala, Kolkata- 700006

Contd.p/2..

2. **SRI CHANDRA KUMAR BHADRA @ CHANDRA BHADRA** [PAN-CCDPB1894A] & [ADHAR- 727820437794], son of Late Benay Krishna Bhadra, by Occupation- Advocate, residing at 7, Baldeo Para Road, P.O.- Beadon Street under Police Station of Maniktala, Kolkata- 700006
3. **SRI PULAK KUMAR BHADRA** [PAN- AEXPB0494C] & [ADHAR- 290998325182], son of Late Benay Krishna Bhadra, by Occupation- Business, residing at 7, Baldeo Para Road, P.O.- Beadon Street under Police Station of Maniktala, Kolkata- 700006
4. **SMT. MITA BHADRA DAS** [PAN- ADJPB9011C] & [ADHAR- 985525822432], wife of Subhas Chandra Das, by Occupation- Retired, residing at 11B, Sariatulla Lane, P.O.- Beadon Street under Police Station of Amharst Street, Kolkata- 700006
5. **SRI SANJOY GHOSH** [PAN- ADWPG2160N] & [ADHAR- 281714873383], son of Late Saradindu Ghosh, by Occupation- Service, Moynadanga, P.O.- Magra under Police Station of Chinsurah, PIN- 712102 in the District of Hooghly
6. **NANDALAL YAJNIK** [PAN- AALPY2707M] & [ADHAR- 841583441804], son of Sailendra Nath Yajnik, by Occupation- Retired, residing at 10A, Rammohon Saha Lane, P.O.- Beadon Street under Police Station of Maniktolla, Kolkata- 700006
7. **SMT. JAYATI NAYAK** [PAN- AESPN2670K] & [ADHAR- 578952314874], wife of Debyendu Nayak & daughter of Nandalal Yajnik, by Occupation- Service, residing at 5, Sariatulla Lane, Beadon Street, P.O.- Beadon Street under Police Station of Amharst Street, Kolkata- 700006

all by Nationality- Indian, all by Faith- Hindu, (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, successors, administrators, legal representatives and assigns) and the said Owners are represented by their constituted Attorney namely, **SRI BALAJI DEVELOPERS**, a Proprietorship Firm, having its office at 26, Bidhan Sarani, P.O.- Beadon Street under Police Station of Amherst Street, Kolkata- 700006, represented by its Proprietor, **SRI TIMIR BARAN HATAI** [PAN- ABZPH7348Q] & [ADHAR- 650453690386], son of Late Nishi Kanta Hatai, by Nationality- Indian, by Faith- Hindu, by Occupation- Business, residing at 26, Bidhan Sarani under Police Station of Amherst Street, Kolkata- 700006 by virtue of a registered Power of Attorney duly executed by the said Owners, which registered at A.D.S.R. Sealdah and recorded under Book No.- IV, Volume No.- 1606-2020, Pages- 3131 to 3173, being No.- 160600129 for the year 2020 of the **FIRST PART**

A N D

SRI BALAJI DEVELOPERS, a Proprietorship Firm, having its office at 26, Bidhan Sarani under Police Station of Amherst Street, Kolkata- 700006, represented by its Proprietor, **SRI TIMIR BARAN HATAI** [PAN- ABZPH7348Q], son of Late Nishi Kanta Hatai, by Nationality- Indian, by Faith- Hindu, by Occupation- Business, residing 26, Bidhan Sarani, P.O.- Beadon Street under Police Station of Amharst Street, Kolkata- 700006, hereinafter called the **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and/or successors in interest-in-office and assigns) of the **SECOND PART**

A N D

..... [PAN-] & [ADHAR-],
son of, by Nationality- Indian, by Faith-
....., by Occupation-, residing at,
P.O.- under Police Station of, PIN-
in the District of, hereinafter called **“PURCHASER”** (which
expression shall unless excluded by or repugnant to the context or the
subject be deemed to mean and include his heirs, successors, executors,
administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS the First Part herein are the joint owners in respect of ALL THAT
piece and parcel of landed property measuring an area of **06 (six) Cottahs**
08 (eight) Chittacks more or less being Premises known as 7/1, Baldeo
Para Road and/or Baldia Para Road and comprised in Panchannagram
Division 2 Sub-division 14 as Mouza- Manicktala of Ward No. 015 under
Police Station of Manicktala, Kolkata- 700006 in the District of South 24-
Parganas, Assessee No.- 110150300149, more fully and particularly
described in the **SCHEDULE- A** hereunder written and hereinafter for the
sake of brevity be referred to as the **“SAID LANDED PROPERTY”**, free
from encumbrances;

AND WHEREAS since possessed the Vendors of the First Part herein
decided to develop the said landed property by constructing multi-storeyed
building over and above the said landed property by demolishing existing
structure but due to incapacity of fund and/or time and/or technical
conceptions the Vendors herein failed to do the same though tried long time
and finally decided to develop the same through the developer inaccordance
with building plan to be obtained from the concerned authority of

KMC and hence, approached to the Developer herein with a view to develop the said landed property by constructing multi-storeyed building at Developer's own costs and expenses as per said sanctioned building plan and upon request of the First Part, the Developer of the Second Part herein accepted the offer of the Vendors for fulfillment of the said proposed multi-storeyed building, which is more fully and particularly described in the SCHEDULE hereunder written and hereinafter for the sake of brevity be referred to as the **“SAID PROJECT”**;

AND WHEREAS with a view to effectuate that on 23.07.2019 the Vendors namely, SRI SURYA KUMAR BHADRA, SRI CHANDRA KUMAR BHADRA, SRI PULAK KUMAR BHADRA, SMT. SOVA BOSE, SMT. MAYA BHADRA YAJNIK, SMT. MITA BHADRA DAS & SRI SANJOY GHOSH herein entered into registered Development Agreement with the Developer of the Second Part herein duly specified several terms and conditions written therein and the said Agreement was registered at A.D.S.R. Sealdah and recorded under Book No.- I, Volume No.- 1606-2019, Pages- 105060 to 105133, being No. 160602830 for the year 2019 and in terms of the said Development Agreement the Developer herein fully empowered to construct multi-storeyed building consisting of several self-contained individual residential flats, garages and/or spaces on the aforesaid landed property in accordance with the building Plan duly sanctioned by the concerned authority of Kolkata Municipal Corporation and aforesaid Vendors also executed Development Power of Attorney, which also registered on 31.07.2019 at A.D.S.R. Sealdah and recorded under Book No.- I, Volume No.- 1606-2019, Pages- 111941 to 111987, being No. 160603013 for the year 2019 but it is very unfortunate part that within a very short period from the date of such execution two of the owners i.e. SMT. SOVA BOSE expired and/or died on

09.12.2019 as issueless and another Vendor SMT. MAYA BHADRA YAJNIK was expired and/or died on 19.01.2020;

AND WHEREAS during time of execution of the Development Agreement being No. 160602830/2019 the owners were/are SRI SURYA KUMAR BHADRA, SRI CHANDRA KUMAR BHADRA, SRI PULAK KUMAR BHADRA, SMT. SOVA BOSE, SMT. MAYA BHADRA YAJNIK, SMT. MITA BHADRA DAS & SRI SANJOY GHOSH i.e. total number of seven and due to death of said SMT. SOVA BOSE her proportionate 1/7th share devolved upon her brothers and sisters as said Smt. Sova Bose was widow as well as issueless and therefore, total number of Vendors remain six and considering death of said SMT. MAYA BHADRA YAJNIK her proportionate 1/6th share devolved upon her legal heirs i.e. NANDALAL YAJNIK & SMT. JAYATI NAYAK, whose names mentioned in the cause title and appearing in these presents being as Vendors of the First Part herein;

AND WHEREAS all of the Vendors of the First Part herein shall have no objection under any circumstances to construct proposed building through the Developer of the Second Part herein and also have no objection with any terms and conditions of the said Development Agreement being No. of the 160602830/2019 and due to death of aforesaid two owners the Development Power of Attorney being No. 160603013 stands as void according to the statutory provision of the law and considering such aspect the Vendors of the First Part herein executed a General Power of Attorney, which registered on 03.06.2020 at A.D.S.R. Sealdah and recorded under Book No. IV, Volume No. 1606-2020, Pages- 3131 to 3173, being No. 160600129 for the year 2020 and by virtue of the said General Power of Attorney the Vendors of the First Part herein declared and confirmed that

the terms of the said Development Agreement stands as valid in each and every respect and also empowered to the Developer of the Second Part herein to act in terms of the said Development Agreement as well as Power of Attorney, so executed by the Vendors of the First Part herein;

AND WHEREAS as per terms and conditions of the aforesaid Agreement and also by the dint of said Power of Attorney the Developer, **SRI BALAJI DEVELOPERS** sanctioned the building plan from the concerned authority of Kolkata Municipal Corporation vide sanctioned No. 2020020003 dated 15.07.2020 and also in terms of the aforesaid agreement and power said **SRI BALAJI DEVELOPERS** being as Developer already started construction of the said building on the aforesaid landed property in accordance with the sanctioned building plan and now, by virtue of the said Power of Attorney and also in terms of the said Development Agreement the Developer herein sufficiently entitled or have the full right and absolute authority to sell out any self-content flat and garage from the Developers' Allocation in the said building unto or in favour of any intending Purchaser or Purchasers after receiving the reasonable consideration in respect thereto and upon consent of the Vendors, the Developer herein now intend to sale **ONE FLAT** measuring an area of **CARPET AREA OF** (**.....**) **Sq. Ft.** more or less and the **COVERED AREA OF** (**.....**) **Sq. Ft.** more or less **AS WELL AS** measuring an area of **.....** (**.....**) **Sq. Ft. including super built- up of the area and/or SALABLE AREA** be the same or a little more or less including all common right amenities and/or facilities of the said building together with undivided impartiable proportionate share of land on which the said building is erected being the **Flat No.-**, located at **..... Floor** towards **..... side/corner** of the said building AND one **Garage**

Space admeasuring **CARPET AREA OF** (.....) **Sq. Ft.** more or less and the **COVERED AREA OF** (.....) **Sq. Ft.** more or less **AS WELL AS** measuring an area of (.....) **Sq. Ft. INCLUDING SUPER BUILT-UP of the area and/or SALABLE AREA** be the same or a little more or less for the purpose of four wheeler own car parking, located at **Ground Floor** of the said building being **Garage No.-** and the said Garage along with other garages is covered with boundary wall but not covered with shutter, being premises known as **“SATWIK”**, 7/1, Baldeo Para Road and/or Baldia Para Road within the local limits of Kolkata Municipal Corporation (KMC) under Police Station of Manicktala, Kolkata- 700006, which is more fully and particularly described in **SCHEDULE- B**, hereunder written including all common rights, amenities and/or facilities of the said building as referred in the **SCHEDULE- C** hereunder written together with undivided impartiable proportionate share of the said land, described in the **SCHEDULE- A** hereunder written and hereinafter for the sake of brevity be referred to as the **“SAID FLAT AND GARAGE SPACE”** at or for total consideration worth of **Rs./-** (**Rupees**) **only** in respect of the said **FLAT & one Garage Space** located at **Ground Floor** of the said building at or for total lump sum consideration worth of **Rs./-** (**Rupees**) **only**, so **CONJOINTLY** in respect of the said flat and garage space the amount worth of **Rs./-** (**Rupees**) **only** in respect of the said **FLAT & GARAGE** both;

AND WHEREAS the Purchaser herein offered to the Developer with a view to purchase the aforesaid Flat and Garage space and the Developer accepted the same and now, the Developer agreed to sell and the Purchaser agreed to purchase all that said Flat and Garage space described in the **SCHEDULE- B**

hereunder written at or for total consideration of **Rs./- (Rupees)** **only** in respect of the said flat and garage both.

NOW THIS INDANTURE WITNESSETH AND IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HEREIN, as follows:

1. **THAT** the Developer shall sell and the Purchaser will purchase ALL THAT ONE COMPLETE FLAT admeasuring **CARPET AREA OF** **(.....) Sq. Ft.** more or less and the **COVERED AREA OF** **(.....) Sq. Ft.** more or less **AS WELL AS** measuring an area of **..... (.....) Sq. Ft.** **including super built- up of the area and/or SALABLE AREA** be the same or a little more or less including all common right amenities and/or facilities of the said building together with undivided impartiable proportionate share of land on which the said building is erected being the **Flat No.-**, located at **..... Floor** towards **..... side/corner** of the said building AND one **Garage Space** admeasuring **CARPET AREA OF** **(.....) Sq. Ft.** more or less and the **COVERED AREA OF** **(.....) Sq. Ft.** more or less **AS WELL AS** measuring an area of **..... (.....) Sq. Ft.** **INCLUDING SUPER BUILT-UP of the area and/or SALABLE AREA** be the same or a little more or less for the purpose of four wheeler own car parking, located at **Ground Floor** of the said building being **Garage No.-** and the said Garage along with other garages is covered with boundary wall but not covered with shutter, being premises known as **“SATWIK”**, 7/1, Baldeo Para Road and/or Baldia Para Road within the local limits of Kolkata Municipal Corporation

(KMC) under Police Station of Manicktala, Kolkata- 700006, which is more fully and particularly described in **SCHEDULE- B**, hereunder written including all common rights, amenities and/or facilities of the said building as referred in the **SCHEDULE- C** hereunder written together with undivided impartible proportionate share of the said land, described in the **SCHEDULE- A** hereunder written and hereinafter for the sake of brevity be referred to as the **“SAID FLAT AND GARAGE SPACE”** at or for total consideration of **Rs./-** (**Rupees**) **only** and the Purchaser paid the amount worth of **Rs./-** (**Rupees**) **only** as an earnest or advance money and/or part payment of total consideration to the Developer herein and the receipt whereof the Developer doth hereby acknowledged and granted in favour of the Purchaser as per memo of consideration hereunder written and the balance consideration worth of **Rs./-** (**Rupees**) **only** shall be payable by the Purchaser to the Developer as per following modes:

First Installment	Rs./-	On or before floor casting of the First Floor of the said proposed building (roof of the ground floor)
Second Installment	Rs./-	On or before floor casting of the Second Floor of the said proposed building (roof of the first floor)
Third Installment	Rs./-	On or before floor casting of the Third Floor of the said proposed building (roof of the second floor)
Fourth Installment	Rs./-	On or before floor casting of the Fourth Floor of the said proposed building (roof of the third floor)
Fifth Installment	Rs./-	On or before roof casting of the Fourth Floor of the said proposed building

Sixth Installment	Rs./-	On or before continuation of the brick works and plastering of the said proposed building
Seventh Installment	Rs./-	On or before continuation of the tiles fittings and covering of putty of all of the walls of the building.
Eighth Installment	Rs./-	On or before continuation of the work of doors, windows and other accessories of individual units as well as all of finishing work.

And the balance payment of **Rs./- (Rupees**) **only** shall have to pay by the Purchaser at the time of Registration of the Proper Deed of Conveyance in respect of the said Flat and Garage and the Purchaser shall have to complete registration within 24 (twenty) months from the date of execution of these presents positively by paying all due payment in favour of the Developer and the Developer hereby confirming by virtue of this agreement that just after completion of registration of proper Deed of Conveyance in every respect, Developer shall handover peaceful vacant possession of the said Flat and Garage to the Purchaser herein by completing all constructional work in respect of the said Flat in accordance with Schedule- F as mentioned hereunder including Garage;

2. **THAT** the expenses of registration of said Flat shall be borne by the Purchaser exclusively and as such in addition to aforesaid total consideration (under Clause-1) the Purchaser shall have to pay Registration fees including Stamp Duty in accordance with the Government norms and Advocate Fees, process fees, incidental expenses etc. on assessment value by cash and the same shall have to pay by the Purchaser to the Developer before 10 (ten) days from the

date of Registration of the Proper Deed of Conveyance in respect of the said flat including Garage and the date of registration will be fixed and informed by the Developer to the Purchaser by considering terms of this Agreement;

3. **THAT** the Developer herein has been in process of completion of construction of the said building on the said land in accordance with the sanctioned plan duly approved by the Kolkata Municipal Corporation and the specifications subject however to modifications and variations therein as might have been deemed necessary in the sole discretion of the Developer or might have been required to be done by the order of any Government Authority including Kolkata Municipal Corporation or other Authorities and the Purchaser herein as the case may be shall not be entitled to claim any compensation or demurrage or rescind this Agreement for such alterations, deviation, modifications and/or variations provided the total area of the said is not reduced. The respective positions, dimensions, designs and boundaries in the plan have been thoroughly inspected by the Purchaser and the Purchaser herein fully satisfied as to the same;
4. **THAT** it is recorded that the Purchaser made the inspection of the deeds and documents and all the papers of the Developer relating to the said property and have made herself fully conversant with the contents thereof and have been duly satisfied as to the title of the Vendors and Vendor's right to built/construct the said building and/or transfer and/or sell the said Flat and Garage of the said building;
5. **THAT** the Purchaser will pay the arrears of the consideration money or price payable by her before the registration of the said Flat and Garage

as mentioned under Clause No.- 1 & 2 and if the Purchaser fails to pay the arrears as aforesaid to the Developer within specified time, the Developer reserves the right to allot the said Flat and Garage to any other person/persons at its own discretion after giving necessary intimation in writing to the Purchaser herein but the Purchaser hereby undertake that she will not delay to purchase the same and the Purchaser hereby declare that she will purchase the same by clearing all due amount including other amounts as referred hereinabove and/or hereinafter within specified time as well as by considering all other terms and conditions of this agreement;

6. **THAT** the Purchaser have seen and verified the sanctioned building plan vide sanctioned No. 2020020003 dated 15.07.2020 duly approved by the Kolkata Municipal Corporation;
7. **THAT** the Developer shall complete the constructions of the said building and shall provide fixtures and fittings of general standard quality in the said Flat as per specification of working schedule annexed herewith, which is approved by the Purchaser and mentioned in SCHEDULE- F hereunder written;
8. **THAT** a certificate of the Developer's nominated Architect/Engineer certifying the nature of the construction and/or quality and/or in respect of any matter relating to the said Flat including Garage as well as in respect of the said building shall be final, conclusive, binding on and accepted by the Purchaser and the Purchaser shall not be entitled to make any claim in respect of the same or any work in relating to the same. The measurement of the said Flat shall be jointly taken the same as final at the time of handing over the possession and/or registration

and if the area of the said Flat shall be less or more than the area agreed upon in that case the price already paid by the Purchasers to the Developer shall be proportionately reduced or increased as the case may be and it is the binding upon both of the parties to conclude the price of the said Flat as per final measurement according to the rate to be determined as per calculative method on the basis of the rate i.e. @ Rs./- (Rupees)/ only per Sq. Ft.;

9. **THAT** the Vendors including Developer shall have the right to raise storeys or put up additional structures on the terrace/roof of the said building by obtaining sanctioned plan from the Competent Authority of Kolkata Municipal Corporation as the case may be and for this purpose the Vendors and the Developer, their/its men, agents, employees, masons, workers, surveyors, engineers shall be at liberty at all times for ingress to and egress from the said building and to bring building materials and the Purchaser shall render her best co-operation and assistance in this regard. Such additional structures and storeys shall in any event to be the property of the Vendors and the Developer, who will be entitled to deal with the same in any way choose and the Purchaser shall not be entitled to raise any objection thereto, but such additional structures or storeys should be used for residential purpose only. The roof/terrace and/or ultimate roof/terrace of the said building shall always be the property of the Vendors and the Developer and this agreement with the Purchaser and all other agreements with other person/s and party/s, who will be acquiring or purchasing other flat/s in the said building shall always be subject to the aforesaid right of the Vendors and the Developer, who will be entitled to use the said terrace/roof for any purpose whatsoever

including raising further structures as aforesaid and Purchaser shall not be entitled to raise any objection to the same or to claim any abatement in the price of the said flat agreed to be acquired and/or purchased by she or to any compensation on the ground or inconvenience or any other person/s whatsoever, but the Purchaser including other co-owner of the building shall have the right to use the roof and/or ultimate roof of the said building purely on temporary basis – that is to say drying cloths, refreshing herself including family members in the fresh air and the Purchaser shall also have the right subject to the knowledge of the Developer and other Co-owners of flats for and holding of social/marriage function by erection of pandal but as soon as the function is over, the said pandal etc. shall be removed. Be it specified that at any point of time in any event if any of construction will come in to existence in the roof itself under such circumstances the common right of the Purchaser/s will be shifted to the ultimate roof of the building and the Purchaser/s including Association, to be formed – shall have no right to raise any objection and/or any obstruction in respect thereto;

10. **THAT** apart from the payment as mentioned under Clause No. 1 & 2 hereinabove as well as others in other terms as specified hereinafter, it is the responsibility of the Purchaser to pay the GST as extra in accordance with the statutory provision of the law, so adopted by the Central Government against purchase of the flat and garage as specified in these presents;
11. **THAT** upon receiving or obtaining the total consideration including other monetary provisions as well as after completion of registration of

proper Deed of Conveyance in every respect without keeping pending any Govt. Duty whatsoever in respect of the said Flat and Garage, the Developer shall handed over the vacant possession of the said flat and garage in terms of this Agreement and the Developer will handover the key to the Purchaser herein just after completion of registration of proper Deed of Conveyance for the purpose of peaceful vacant possession of the said Flat including Garage and before to that the Purchaser shall have no right and/or authority to claim and/or demand the vacant area and/or vacant possession of the said flat including garage;

12. **THAT** it is agreed by the Developer that the Developer shall furnish in writing about the construction of the said Flat as per specification of construction written hereunder at the time of giving vacant possession of the said Flat;
13. **THAT** for extra work, extra charges shall have to be paid by the Purchaser to the Developer as may be settled by and between the parties apart from this Agreement and it is the binding in part of the Purchaser to clear such due payment before taking possession in respect of the said flat and garage;
14. **THAT** the schedule of payments of consideration including others have already confirmed and assured by the Purchaser and the further balance payment have already been finalized and all payments to be made as referred hereinabove and/or hereinafter. **No escalation of the scheduled price of said Flat including Garage shall be made.** But if the Purchaser fail and/or neglect to pay the balance and/or final

consideration within the specified time and/or due date as fixed by the Developer according to the terms of this Agreement then in that case at the rate of 3% (three percent) per month on the over due amount will be paid by the Purchaser to the Developer and it is also vice-versa in case of delay in part of the Developer to provide the said flat and garage according to the terms of this agreement, subject to “FORCE MAJEURE” clause as referred hereinafter;

15. **THAT** it is binding and/or liabilities in the part of the Developer that the Developer shall provide vacant possession of the said Flat and Garage after receiving total consideration in respect of the said flat including garage as well as other monetary consideration in all respect after completions of the registration of proper Deed of Conveyance but if the Developer will fail to construct the said Flat and Garage within specified time without any proper reasons then in that case Purchaser herein shall have every right to claim the amount paid by the Purchaser for the purpose of purchasing of the said Flat and Garage from the Developer or sue against the Developer for Specific Performance of Contract Act and the Developer is hereby agreeing by virtue of this agreement that the Developer will refund the monetary consideration to the Purchaser, received from her within 3 (three) months either by Cash or by Account Payee Cheque (subject to realization of the amount from the concerned Bank in favour of the Third Part herein);
16. **THAT** all payment are to be made either by Cash or Demand Draft or Pay Order or Account Payee Cheque (subject to realization of the amount from the concerned Bank) in favour of the Developer herein,

SRI BALAJI DEVELOPERS or as per advise of the Developer or as agreed upon and receipts granted for the same;

17. **THAT** simultaneously with the receipt of all dues payable to the Developer under the said Agreement by the Purchaser and the Purchaser duly performed and observed under this Agreement and duly empowered by the registered Power of Attorney, the Developer shall execute and register and cause to be executed and registered the proper Deed of Conveyances in respect of the said Flat and Garage in favour of the Purchaser herein together with the undivided proportionate share and interest in the land mentioned in the SCHEDULE- A hereunder written;

18. **THAT** the Purchaser shall have the right to take any loan from any financial institution or Bank at her own risk for the purpose of purchasing said Flat and Garage and the Developer shall have no objection for the same and also have no liabilities and/or responsibilities to the subject matter whatsoever but it is mandate in part of the Purchaser to clear all due payment in terms of these presents to the Developer herein and in default thereof, the Developer shall have every right to act in terms of these presents. Be it specified that in accordance with the norms of the State Government, in any event if any agreement for sale will come into existence as registered instrument either for the purpose of loan and/or for the purpose of any other subject matter under such circumstances the forecasted and/or specified area of the sale proceed property as well as the set forth value of the said flat and garage cannot be changed under any circumstances whatsoever at the point of time of registration of

proper deed of conveyance and to that effect both of the party herein shall have to solve the problem on negotiation subject to the terms as referred hereinabove;

19. **THAT** the Purchaser after having duly paid to the Developer all amount payable by Purchaser under this Agreement as well as after completion of proper registration and having duly observed and performed all the obligations to be observed and performed by the Purchaser will be at liberty to sell, transfer, convey mortgage, charges or dispose off the said Flat or otherwise assign and/or transfer their interest and/or the benefits of this Agreement or any part thereof;
20. **THAT** after registration of proper deed of conveyance, the Purchaser being as owner shall have every right to dispose and/or transfer and/or let out the flat including garage space (jointly) in any manner but in any event if the Purchaser desire to act with the garage only in separate basis for dispose of and/or let out the same under such circumstances the Purchaser firstly shall have to offer to the co-owners and/or society, to be formed, with a view to transfer by way of sale and/or let out the said garage space itself of the said building, so belongs to her and if the co-owners and/or society failed to purchase and/or failed to take the same on rental basis then the Purchaser shall have every liberty to sale and/or let out the said garage space only unto or in favour of third party or parties, otherwise not;
21. **THAT** the Purchaser is liable and responsible to inform the Developer whether Purchaser is entering in this Agreement for the purpose of purchasing said Flat and Garage by taking loan from and Financial Institution/Bank or not and if sale/purchase of the said Flat including

Garage, both involved with loan amount then in that case Purchaser shall not be allowed to cancel and/or rescind this Agreement without the written consent of that particular Financial Institution/Bank and moreover, in any event Purchaser shall have no right and/or authority to cancel this Agreement on her own decision but in any event if the Purchaser and/or their nominated financial institution failed to comply the contractual liabilities of these presents then the Developer shall have every right to cancel this agreement by giving proper intimation in writing to the concerned party;

22. **THAT** in any case Purchaser prefer to cancel this agreement then Purchaser shall have the liberty to do so but under such circumstances it is mandate in part of the Purchaser to inform the matter to the Developer before 15 days (which will be minimum span) from the date of expiry of this agreement and after acceptance of such cancellation by the Developer, Developer will refund the amount in favour of the Purchaser by deducting 20% under the head of the damage on the amount paid by the Purchaser in favour of the Developer, within 90 (ninety) days from the date of such cancellation and the deduction of such percentage of damage will be effectuated after completion of 30 (thirty) days from the date of execution of these presents;
23. **THAT** all Legal Fees, Stamp Duties, Registration Fees, Advocate Fees and other incidental costs for the registration of the said Flat and Garage shall be borne by the Purchaser absolutely and Registration of proper Deed of Conveyance shall be made positively in favour of the Purchaser through Developer's nominated and/or Project Advocate, who drafted this agreement, after clearing total payment of the consideration as mentioned hereinabove and/or hereinafter;

24. **THAT** the Purchaser shall be liable and responsible to pay proportionate maintenance costs and also all share of Corporation Taxes, Local Bodies or Government, either State and/or Central Government to be imposed of the said building and the payment of the all taxes are to be borne by the Purchaser proportionately from the date of delivery of possession or as will be informed by the Developer in writing and Purchaser will be accountable from the date of receipt of the such letter;
25. **THAT** the Purchaser shall not use the said unit in such manner or commit and act to cause nuisance or annoyance to the co-purchasers of other portions of the said building and also the Purchaser shall have the right to use the said Flat for residential use only and the said Garage for the purpose of four wheeler car parking but must not in such a manner so that, it should create any noise and/or disturbances to the other inhabitants of the said unit and/or building including neighbors;
26. **THAT** the Purchaser shall not allow or permit to be allowed to store any goods, articles or things in the staircase, lobbies, lift space and other common parts of the said building or any portion thereof in the said land or any part thereof. The Purchaser shall neither block nor permit any blocking of the staircase, lobbies, lift (if any) or other common parts of the said building or any portion thereof;
27. **THAT** the Purchaser shall not throw or accumulate any dirt, rubbish, rags or permit the same to be thrown or accumulated or allow the same to be accumulated in any portion of the said building save and except indicated place;

28. **THAT** the Purchaser will not keep any heavy articles or things, which may cause damage to the floor or shall not operate any heavy machine save that for usual quiet domestic purposes and shall not store any inflammable, obnoxious and/or dangerous articles or goods in the said unit or any where else in the demised premises;
29. **THAT** the Purchaser shall not use the grinding stone for space or anywhere in the unit or use mortar parties (Hamaldista) in such space or anywhere in the unit;
30. **THAT** the Developer shall complete the construction of the said flat by providing all fixture and fittings and make the said flat ready for habitable condition within **25 (twenty five) months** from the date of execution of these presents subject to “FORCE MAJEURE” clause as referred hereinafter;
31. **THAT** this Agreement shall be in force for **32 (thirty-two) months** from the date of execution of this Agreement and the time is the essence of this contract but such time shall be enhanced or extended due to the act of God or any unforeseen circumstances that is to say “FORCE MAJEURE” e.g. flood, earthquake, riot, storm, tempest, civil common strike, lock-out and/or any other act of commission, which is or shall be beyond control of the Developer;
32. **THAT** the Purchaser shall be entitled to get on payment of full purchase consideration proportionate share in respect of the underneath land, which shall be treated undivided for ever and for common rights, amenities and facilities in respect of common areas, service areas and other constructed common areas of the said building

including lift facilities of the said Building with other Co-owners of the said building as per Schedule- C hereunder written;

33. **THAT** all letters, receipts and notice issued and/or dispatched by the Developer under Speed Post and/or Registered Post covered with A/D and/or by hand delivery to the address of the Purchaser as informed by the Purchaser shall be considered as sufficient proof of the receipt of the same and shall effectual discharge by the Developer herein and in any event if the address will by changed either of the party then in such case the concerned party shall have to inform the same to the other party;
34. **THAT** in case the Developer fails and/or neglects to construct and deliver the vacant possession of the said Flat including Garage to the Purchaser and/or fail or neglect to execute necessary Deed of Conveyance in favour of the Purchaser or as the case may be then in that case Purchaser shall have the liberty to file suit under the Specific Performance Of Contract Act against the Developer herein and the similar right shall have the Developer against the Purchaser of non performance of contractual duties and/or liabilities by the part of the Purchaser i.e. vice-versa;
35. **THAT** the Purchaser shall have to install separate electric Meter for the said Flat in the space as determined meter room at her own costs and expenses and the Purchaser also shall have to pay the proportionate cost of electrical infrastructure to the Developer herein. Be it specified that the electrical energy charges of garage portions to be determined as common charges;

36. **THAT** after registration of proper Deed of Conveyance and/or after taking possession the Purchaser shall have to take immediate step to install separate electric meter in her own names duly complied all the norms of the CESC but before to that Purchaser shall have the liberty to enjoy electrical energy from the common meter by paying the requisite charges in favour of the Developer for the time-being;
37. **THAT** on or before, during investigation and/or within 30 (thirty) days from the date of taking possession and/or registration, which ever is earlier considering such, in any event if the Purchaser found any defect about any fixture and fittings, under such circumstances Developer will take proper steps with a view to rectify and/or repair the same. After expiry of the said period of 30 days, the Developer will not liable and/or responsible to do the same at its own cost and expenses but Purchaser shall have the liberty to rectify the same through Developer's nominated person/s by paying charges in respect thereto;
38. **THAT** the Purchaser shall be the member of Association or Bodies among all Co-owners including Developer for maintenance or protection of the said building, which will be formed after completion of the said building and the Purchaser shall have to abide by all rules and regulations of the said Association to be formed in near future;
39. **THAT** the responsibility of the Developer to handover the building in favour of Holding Organization/Association to be formed but until and unless the building will be handed over to the Holding Organization by the Developer, the Holding Organization shall have no right and/or authority to act in accordance with their norms to be

formulated upon consent of the members and/or body of the organization, even formed such Holding Organization;

40. **THAT** the Purchaser shall have no right and/or authority to engage any kind of workmen masons, coolies, labours, etc. at any point of time unless the Association will be formed for any kind of repair, rectification of any fixture and fittings as well as constructional matter without due notice to the Developer herein and if any thing required to be done then such matter must be routed through the Developer at the cost of the Purchaser herein, subject to the condition of the terms as referred hereinabove;

41. **THAT** all of the legal matters is under the jurisdiction of Hon'ble High Court Calcutta and/or Trial Courts in jurisdiction, considering the location of the said property;

42. **THAT** in case of death or accident if any, either of the party the legal heirs and successors shall be substituted in such place and the legal heirs shall abide by the same terms and conditions as laid down in this indenture;

43. **ARBITRATION CLAUSE:**

THAT the Developer and the Purchaser, the parties hereto declare and confirm that each of them shall observe their respective duties and liabilities and obligations under this agreement. If any difference or dispute shall arise among the parties hereto then the same shall be settled mutually and if the dispute is not possible to be settled mutually then each parties and/or either of the Parties shall have the liberty to appoint Arbitrator or Arbitrators and the decisions of the said

Arbitrator or Arbitrators shall be final and binding upon the parties and this Arbitration Clause shall be followed as per the provisions as laid down in the Arbitration Conciliation Act 1996. In this connection it is to be mentioned that this clause shall cease upon the delivery of possession by the Developer to the Purchaser herein.

SCHEDULE- A ABOVE REFERRED TO:
(THE DESCRIPTION OF THE SAID PROPERTY INCLUDING SAID BUILDING)

ALL THAT proposed multi-storeyed and/or G+4 storeyed building namely, **“SATWIK”** over and above piece and parcel of BASTU landed property measuring an area of **06 (six) Cottahs 08 (eight) Chittacks** more or less being Premises known as 7/1, Baldeo Para Road and/or Baldia Para Road and comprised in Panchannagram Division 2 Sub-division 14 as Mouza-Manicktala of Ward No. 015 under Police Station of Manicktala, Kolkata-700006 under Assessee No.- 110150300149 in the District of South 24-Parganas, , butted and bounded as follows:

ON THE NORTH BY : 9, Baldeo Para Road.
ON THE SOUTH BY : 7, Baldeo Para Road.
ON THE EAST BY : Kali Banerjee Lane.
ON THE WEST BY : 16` ft. Baldeo Para Road.

SCHEDULE- B ABOVE REFERRED TO:
(THE DESCRIPTION OF THE SAID FLAT AND GARAGE)

ALL THAT ONE SELF CONTENT RESIDENTIAL FLAT consist of (.....) Bed rooms, (.....) Dining cum Drawing space (.....) Kitchen and (.....) Toilets cum Privies admeasuring **CARPET AREA OF** (.....) **Sq. Ft.** more or less and the **COVERED AREA OF** (.....) **Sq. Ft.** more or less AS WELL AS measuring an area of (.....) **Sq. Ft. including super built-**

up of the area and/or SALABLE AREA be the same or a little more or less including all common right amenities and/or facilities of the said building together with undivided impartible proportionate share of land on which the said building is erected being the **Flat No.-**, located at **Floor** towards **side/corner** of the said building AND one **Garage Space** admeasuring **CARPET AREA OF** (.....) **Sq. Ft.** more or less and the **COVERED AREA OF** (.....) **Sq. Ft.** more or less **AS WELL AS** measuring an area of (.....) **Sq. Ft. INCLUDING SUPER BUILT-UP of the area and/or SALABLE AREA** be the same or a little more or less for the purpose of four wheeler own car parking, located at **Ground Floor** of the said building being **Garage No.-** of the demised building namely, **“SATWIK”**, 7/1, Baldeo Para Road and/or Baldia Para Road within the local limits of Kolkata Municipal Corporation (KMC) under Police Station of Manicktala, Kolkata- 700006 together with undivided impartible proportionate share and/or interest in the land described in **SCHEDULE- A** hereinabove written including common parts and portions as determined with all easement and quasi-easement rights, amenities and/or facilities of the said Multi-Storeyed Building in which the said **FLAT** and **GARAGE** are situated and the said **FLAT** is shown in annexed plan duly marked with **“RED”** colour shall always be treated as the part of this Deed and the said **FLAT** is butted and bounded are as follows:

ON THE NORTH BY :

ON THE SOUTH BY :

ON THE EAST BY :

ON THE WEST BY :

SCHEDULE- C ABOVE REFERRED TO:
(THE DESCRIPTION OF COMMON PARTS & PORTION INCLUDING COMMON AMENITIES AND FACILITIES)

1. Staircase on all the floors of the said building by considering the terms as mentioned hereinabove in connection of the said Roof.
2. Staircase landing on all the floors.
3. Lift and space for the lift of the said building.
4. Common passage on the ground floor.
5. Water pump, overhead water tank, water pipes and other common plumbing's installation of the said flat.
6. Drainage and sewerage.
7. Motor pump sets and pump house.
8. Boundary wall and main gates.
9. Space for Electric Meter installation for the said flat.
10. Such other equipment, installations, fixtures, fittings and spaces in or within the same building comprised within the said premises as are necessary for passages to the users and occupiers of the flats.

SCHEDULE- D ABOVE REFERRED TO:
(THE DESCRIPTION OF CONSIDERATION AND/OR AMOUNT UNDER DIFFERENT HEADS OF THE SAID FLAT)

Total cost of the flat.	Rs./-	(Rupees) only.
Total cost of the garage	Rs./-	(Rupees) only.
Security deposit for Association	Rs. As extra	EXTRA
Extra works if any of the unit, which beyond schedule to be done through developer against payment of the purchaser, if so required.	Rs. As extra	EXTRA
Separate meter for the unit including infrastructure cost at to be paid by the purchasers.	Rs. As extra	EXTRA
Registration of the said flat to be paid by the purchasers as per provision of Clause as referred above.	Rs. As extra	EXTRA

All taxes

Rs. As extra

EXTRA

SCHEDULE- E ABOVE REFERRED TO:
(THE COMMON EXPENSES)

1. The expenses of repairing and maintaining of the main structure (not comprised in any of the flats and the main entrance, passages, driveways, landing and staircase of the building enjoyed or used by the Purchasers in common with the other purchasers or occupiers of the flats in the said building and boundary walls of the said premises, gutters, rainwater pipes, electric wires etc., in or under or upon the building.
2. The cost and expenses of working, running and general maintenances of water and electric motors, generators, pump and other light stand equipments and service charges thereof.
3. Maintenance of lobbies including lift as well as lift space (if any).
4. The salaries and other expenses of Chowkidars, Sweepers, Caretaker, Electrician, Plumber etc., employed from time to time for common purposes.
5. The maintenance of roof, parapet walls, main gate, boundary walls etc.
6. Insurance of the Building.
7. Other charges and expenses as may be found necessary by the Association from time to time.
8. The cost and expenses of decorating the exterior and interior of the building.
9. Antenna if any.

SCHEDULE- F ABOVE REFERRED TO:
(THE DESCRIPTION OF THE SPECIFICATION OF WORK WITH MATERIALS OF THE SAID FLAT)

1. **Structure** : Foundation will be with R.C.C. Column in isolated base foundation suitable for construction of the building and the tie beams are also provided below ground level linked with column each other supported by the approved plan.
2. **Super structure** : This will be R.C.C. Column connected with R.C.C. beams to each other frame structure including 4`` thick R.C.C. roof structure. Height from Floor level to roof level minimum 9 1/2 ` (without flooring).

Contd.p/30..

3. **Wall finishing** : 8``/5`` thick main wall 5``/ 3`` thick partition walls all inside walls will be finished with Plaster of Paris.
4. **Flooring** : All rooms laid with Tiles Finishing, Kitchen laid with tiles. Toilet walls will be of 6` ft. height around the toilet wall areas. Toilet floors will be made by tiles.
5. **Doors** : Main entrance of the flat should be standard quality of wood and door frame will be made of Sal wood and other room doors will be flashed type with provisional standard ply wood and with hash bold provision.
6. **Roof** : Water proofing treatment with net cementing on top floor.
7. **Toilet Sanitary fittings** : Toilets will be provided one ESCO white commode with cistern, one shower, tow taps and the water line will be concealed type made of PVC pipe supplied as per requirements (all fittings, fixtures will be ESCO quality). One white stand basin of standard quality inside dinning space.
8. **Windows** : All windows shall be with aluminum channel with glass fittings and outer covered with m.s. grill..
9. **Water source and system** : The building will be totally equipped with source of water duly energizing deep tube-well and 24 hrs. water supply.
10. **Kitchen** : In kitchen one SS sink and black slab stone for cooking gas table and only the top wall up to 3` ft. height will be covered by glaze tiles above the cooking platform and one water connection with tap will be provided top of the sink as well as below of the sink.
11. **Electrical** : Concealed wiring throughout the flat, one calling bell and one light point at Main door of each flat and Tow light points, one fan point, one plug point in each Bed room. In Dinning one freeze point of 15 Amps., two light points, one fan point, one point for TV. In the Toilet there will be one light point and one exhaust fan point. In kitchen one light point, one 15 Amps. Plug point and one exhaust fan point. In the Balcony one light point and one plug point.
12. **Water outlet system** : Flat shall be completed with all out let pipes and rain water pipes.

Apart from the above work specification any extra works shall be of extra costs subject to the conditions that to intimate to the Developer before completion of the work as specified.

IN WITNESSETH WHEREOF the Vendors and the Developer/Confirming Party including the Purchaser have hereunto set and subscribed their respective seals, signatures on the day, month and year FIRST above written.

WITNESSES:

1.

SRI SURYA KUMAR BHADRA, SRI
CHANDRA KUMAR BHADRA @
CHANDRA BHADRA, SRI PULAK
KUMAR BHADRA, SMT. MITA BHADRA
DAS, SRI SANJOY GHOSH, NANDALAL
YAJNIK & SMT. JAYATI NAYAK
VENDORS REPRESENTED BY THEIR
CONSTITUTED ATTORNEY
PROPRIETOR OF
SRI BALAJI DEVELOPERS

2.

**SEAL & SIGNATURE OF THE
DEVELOPER
SRI BALAJI DEVELOPERS**

SIGNATURE OF THE PURCHASER

Drafted by:

..... ADVOCATE,
..... **Court**
Enrolment No.....,
.....,
.....,
.....,
Kolkata – 700

Typed by:

.....,
.....,
Kolkata – 700 0.....

MEMO OF CONSIDERATION

RECEIVED RS./- (RUPEES
.....
.....
.....
.....
.....
.....

..... I.E. TOTAL
AMOUNT OF RS. 19,80,000/- (RUPEES NINETEEN LAKHS EIGHTY
THOUSAND) ONLY IN RESPECT OF THE SAID FLAT ONLY.

WITNESSES:

1.

SEAL & SIGNATURE OF THE
DEVELOPER
SRI TIMIR BARAN HATAI
Proprietor of
SRI BALAJI DEVELOPERS

2.