

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this the day of August, Two Thousand Eighteen (2018)

AMONG

(1) **SRI UJJAL SARKAR**, (PAN DAXPS2062E) son of late Kalipada Sarkar, by faith Hindu, by Nationality Indian, by occupation service, (2) **SMT. RADHA SARKAR**, (PAN GXXPS8388R) wife of late Nikhil Pada Sarkar, by faith Hindu, by Nationality Indian, by occupation housewife, (3) **SRI SUKANTA SARKAR**, (PAN DGIPS4931K) son of late Nikhil Pada Sarkar, by faith Hindu, by Nationality Indian, by occupation service, (4) **SMT. APARNA GUNIN**, (PAN BUBPG3757N) wife of Sri Gobinda Gunin and daughter of late Kali Pada Sarkar, by faith Hindu, by Nationality Indian, by occupation housewife, (5) **SMT. BANDANA DAS**, (PAN AUQPD5857L) wife of late Sadhan Chandra Das and daughter of late Kali Pada Sarkar, by faith Hindu, by Nationality Indian, by occupation housewife, (6) **SMT. CHANDANA SIKDAR**, (PAN EYPPS1582A) wife of Sri Gopal Sikder and daughter of late Kali Pada Sarkar, by faith Hindu, by Nationality Indian, by occupation housewife, (7) **SMT. ALPANA BOSE**, (PAN CDTPB0209G) wife of Sri Samir Narayan Bose and daughter of late Kali Pada Sarkar, by faith Hindu, by Nationality Indian, by occupation housewife, all are residing at 13, Ananda Garh (D.P. Nagar), P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas & (8) **SMT. KEYA SEN** (PAN DGYP57063G) wife of Sri Bhaskar Sen, by faith Hindu, by Nationality Indian, by occupation housewife, residing at 18, Ananda Garh (D.P. Nagar), P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas all the vendors represented by their constituted attorney **NIGAMANANDA ABASAN PRIVATE LIMITED** (CIN U45400WB2012PTC183857)2012-2013 (PAN AAECN4139Q) a Private Limited Company under the Companies Act, 1956 having its Registered Office at Room No. 4 & 5, Ground Floor, Tarun Tirtha, 71, Tarun Pally, P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas being represented by its Director **SRI GAUTAM KAR** (PAN AMUPK9834E) (AADHAAR NO 9795 0636 3455) authorized vide Board resolution dated 28.01.2013 son of late Bimal Chandra Kar, by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas vide two separate Development Power of Attorney both dated 06th November 2017 and registered at the office of the Additional District Sub Registrar, Belghoria, North 24 Parganas and entered in Book No. I, CD Volume No. 1526-2017, Pages from 101469 to 101495, Being No. 152603594 for the year 2017 & Book No. I, CD Volume No. 1526-2017, Pages from 101452 to 101468, Being No. 152603593 for the year 2017 respectively hereinafter jointly referred to as the **VENDORS/LANDOWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs/heirss, executors, administrators, legal representatives and assigns) of the **FIRST PART**

AND

(1) SMT. DIPTI BHATTACHARJEE (PAN AYAPB6151F), wife of Sri Tarun Kanti Bhattacharjee, by religion Hindu, by Nationality Indian, by occupation- house wife **(2) SRI SHOUVIK BHATTACHARJEE** (PAN CSJPB3705L), son of Sri Tarun Kanti Bhattacharjee, by religion Hindu, by Nationality Indian, by occupation- student, both are residing at 4, Thakurdas Banerjee Road, P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas hereinafter jointly referred to as the "**PURCHASERS**" (which expression shall unless 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 **SECOND PART**

AND

NIGAMANANDA ABASAN PRIVATE LIMITED (CIN U45400WB2012PTC183857)2012-2013 (PAN AAECN4139Q) a Private Limited Company under the Companies Act, 1956 having its Registered Office at Room No. 4 & 5, Ground Floor, Tarun Tirtha, 71, Tarun Pally, P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas being represented by its Director **SRI GAUTAM KAR** (PAN AMUPK9834E) (AADHAAR NO 9795 0636 3455) authorized vide Board resolution dated 28.01.2013, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas, hereinafter referred to as the **DEVELOPER/CONFIRMING PARTIES** (which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and permitted 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 WHEREAS the Government of West Bengal offered all reasonable facilities to such persons for shelter in West Bengal

AND WHEREAS a considerable number of such people squatted upon some lands in the urban area for homestead purposes

AND WHEREAS the Smt. Puspa Rani Sarkar widow of late Kalipada Sarkar being a refugee displaced from East Pakistan (now Bangladesh) approached the Government of West Bengal for land for rehabilitation purpose

AND WHEREAS in accordance with such request and for the purpose of rehabilitation His Excellency the Governor of State of West Bengal by virtue of a Deed of Gift dated 17th March 1992 and registered at the office of the

Additional District Registrar, Barasat, North 24 Parganas, recorded in Book No, I, Volume No. 9, Pages from 49 to 52, Being No. 613 for the year 1992 transferred the same by way of Gifted in favour of the said Smt. Puspa Rani Sarkar **ALL THAT** piece or parcel of land measuring an area of 3(three) cottahs 1 (one) chhattack be the same a little more or less appertaining to Mouza Basudebpur, J.L. No. 2, E/P No. 1025, S.P. No. 1786, C.S, Plot No. 799 (Part), P.S. Belghoria, District North 24 Parganas more fully and particularly described in the Schedule thereunder written

AND WHEREAS having been owner of said land the said Smt. Puspa Rani Sarkar duly constructed one stoned building measuring an area of 500 sq.ft. thereupon and died intestate on 17th December 1996 leaving them surviving her two sons namely Ujjal Sarkar and Nikhil Pada Sarkar and four daughters namely Smt. Aparna Gunin, Smt. Bandana Das, Smt. Chandana Sikdar and Smt. Alpana Bose as her only legal heirs/ heiress and successors to her estate and accordingly after the demise of said Puspa Rani Sarkar the said property devolved upon her aforesaid legal heirs and successors became the joint owners of the said property by virtue of inheritance and under the Hindu Succession Act 1956 and her husband predeceased her

AND WHEREAS having been owners of said land the said Nikhil Pada Sarkar died intestate on 27th October 2004 leaving behind his widow Smt. Radha Sarkar and only son Sri Sukanta Sarkar as his legal heirs/ heiress and successors to his estate and accordingly after the demise of said Nikhil Pada Sarkar his aforesaid legal heirs and successors became the joint owners of the said property by virtue of inheritance and under the Hindu Succession Act 1956

AND WHEREAS in the event that have happened the said Sri Ujjal Sarkar, Smt. Aparna Gunin, Smt. Bandana Das, Smt. Chandana Sikdar, Smt. Alpana Bose, Smt. Radha Sarkar and Sri Sukanta Sarkar by way of inheritance from their respective predeceased in interest are thus now joint owners of the land measuring an area of **ALL THAT** piece or parcel of land measuring an area of 3(three) cottahs 1 (one) chhattack be the same a little more or less together with one storied building measuring an area of 500 sq.ft. and presently the said property has been reassessed and renumbered appertaining to Mouza Basudebpur, J.L. No. 2, E/P No. 1025, S.P. No. 1786, C.S. & R.S. Plot No. 799 (Part), lying and situated at **Premises No. 13**, Ananda Garh, **Holding No. 137** (New), 735 (Old), under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, District North 24 Parganas fully mentioned in the **First Schedule Part-I** hereunder written

AND WHEREAS the said Sri Ujja! Sarkar, Smt. Aparna Gunin, Smt. Bandana Das, Smt. Chandana Sikdar, Smt. Alpana Bose, Smt. Radha Sarkar and Sri Sukanta Sarkar having decided to develop the "said land " and to erect a **G+ Three Storied** commercial cum residential building thereat, duly proposed the Developer to the planned development of the said property after demolition of the existing old dwelling house and by constructing a new **G+ Three Storied** residential-cum-commercial building thereon comprising of self-contained residential flats/units / shops / garages etc. on ownership basis according to the sanctioned building plan to be sanctioned by the **Kamarhati Municipality**

AND WHEREAS on 06th November 2017 the landowners herein executed and registered a Development Agreement with the Nigamananda Abasan Private Limited the Developer herein and registered at the office of the Additional District Sub Registrar, Belghoria, North 24 Parganas and entered in Book No. I, CD Volume No. 1526-2017, Pages from 101132 to 101171, being No. 152603574 for the year 2017 for such purposes under the terms and conditions fully mentioned therein

AND WHEREAS in terms of the said Development Agreement the Owners herein on the same date i.e. 06th November 2017 executed a Development Power of Attorney in favour of the said **Nigamananda Abasan Private Limited**, the Developer herein being represented by its Director **SRI GAUTAM KAR** son of late Bimal Chandra Kar, by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belgnoria, Kolkata-700056, District North 24-Parganas and registered at the Office of the Additional District Sub- Registrar, Belghoria, North 24 Parganas and entered in Book No. I, CD Volume No. 1526-2017, Pages from 101469 to 101495, Being No. 152603594 for the year 2017

AND WHEREAS one Sri Mankumar Sen son of late Jadav Kumar Sen being a refugee displaced from East Pakistan (now Bangladesh) approached the Government of West Bengal for land for rehabilitation purpose

AND WHEREAS in accordance with such request and for the purpose of rehabilitation His Excellency the Governor of State of West Bengal by a Deed of Gift dated 12th August 1988 and registered at the office of the Additional District Registrar, Barasat, North 24 Parganas, recorded in Book No. I, Volume No. 43, Pages from 261 to 264, Being No. 3291 for the year 1988 Gifted in favour of the said Sri Mankumar Sen **ALL THAT** piece or parcel of land measuring an area of 2(two) cottahs 13 (thirteen) chhattack be the same a little more or less appertaining to Mouza Basudebpur, J.L. No. 2, R.S.

No. 13, E/P No. 1030, S.P, No. 1780, C,S. & R.S. Plot Nos. 798 & 799, P.S. Belghoria, District North 24 Parganas more fully and particularly described in the Schedule thereunder written

AND WHEREAS having been owner of said land the said Sri Monkumar Sen duly constructed two storied building standing thereon

AND WHEREAS the said Sri Mankumar Sen died intestate on 6th March 2003 leaving behind his widow Smt, Maya Sen, his two sons namely Sri Bhaskar Sen & Sri Amitava Sen and only daughter Smt. Mamata Mishra as his only legal heirs/ heiress and successors to his estate and accordingly after the demise of said Sri Mankumar Sen his aforesaid legal heirs and successors became the joint owners of the said property each being entitled undivided 1/4th part or share of the said property by virtue of inheritance and under the Hindu Succession Act 1956

AND WHEREAS in the event that have happened the said Smt. Maya Sen, Sri Bhaskar Sen, Sri Amitava Sen and Smt. Mamata Mishra by way of inheritance from their respective predeceased in interest are thus now joint owners of the land measuring an area of **ALL THAT** piece or parcel of land measuring an area of 2(two) cottahs 13 (thirteen) chhattack be the same a little more or less together with two stoned building standing thereon appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P No. 1030, S.P. No. 1780, C.S. & R.S. Plot Nos. 798 & 799, P.S. Belghoria, District North 24 Parganas

AND WHEREAS by a Deed of Gift dated 20th March 2014 and made between the said Smt. Maya Sen, Sri Amitava Sen and Smt. Mamata Mishra therein jointly referred to as the donors of the one part and Sri Bhaskar Sen therein referred to as the donee of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas in Book No. I, CD Volume No. 7, Pages from 5740 to 5755, Being No. 02886 for the year 2014 wherein the said Smt. Maya Sen, Sri Amitava Sen and Smt. Mamata Mishra gifted jointly their undivided 3/4th part or share of the land of **ALL THAT** piece or parcel of land measuring an area of 2(two) cottahs 13 (thirteen) chhattack be the same a little more or less together with two stoned building standing thereon appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P No. 1030, S.P. No. 1780, C.S. & R.S. Plot Nos. 798 & 799, P.S. Belghoria, District North 24 Parganas unto and in favour of the said Sri Bhaskar Sen

AND WHEREAS in the event that have happened the said Sri Bhaskar Sen by way of aforesaid Deed of Gift and by way of inheritance from his father is thus now absolute owner of the **ALL THAT** piece or parcel of land measuring an area of 2(two) cottahs 13 (thirteen) chhattack be the same a little more or less together with two stoned building standing thereon appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P No. 1030, S.P. No. 1780, C.S. & R.S. Plot Nos. 798 & 799, P.S. Belghoria, District North 24 Parganas

AND WHEREAS having been owner of the said property the said Sri Bhaskar Sen duly mutated his name before the Kamarhati Municipality and presently the said property has been reassessed and renumbered as Premises No. 18, Anandagarh, Holding No. 128, under Kamarhati Municipality, Ward No, 26, P.S. Belghoria, Kolkata-700056, District North 24 Parganas

AND WHEREAS by a Deed of Gift dated 06th January 2015 and made between the said Sri Bhaskar Sen therein referred to as the donor of the one part and Smt. Keya Sen therein referred to as the donee of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas in Book No. I, CD Volume No. 1, Pages from 1521 to 1536, Being No. 00081 for the year 2015 wherein the said Sri Bhaskar Sen gifted his right, title and interest of **ALL THAT** piece or parcel of land measuring an area of 1(one) cottah 9 (nine) chhattack 29 (twenty nine) square feet be the same a little more or less together with Tiles Shed having an area of 100 square feet standing thereon out of total land measuring an area of 2(two) cottahs 13 (thirteen) chhattack be the same a little more or less together with two storied building standing thereon appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P No. 1030, S.P. No. 1780, C.S. & R.S. Plot Nos. 798 & 799, lying and situated at Premises No. 18, Anandagarh, Holding No. 128, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, Kolkata-700056, District North 24 Parganas unto and in favour of the said Smt. Keya Sen

AND WHEREAS having been owner of the said property the said Smt. Keya Sen duly mutated her name before the Kamarhati Municipality and presently the said property has been reassessed and renumbered as Premises No. 18, Anandagarh, Holding No. 128, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, Kolkata-700056, District North 24 Parganas

AND WHEREAS in the event that have happened the said Smt. Keya Sen by way of aforesaid Deed of Gift is thus now absolute owner of the **ALL THAT** piece or parcel of land measuring an area of 1(one) cottah 9 (nine) chhattack 29 (twenty nine) square feet be the same a little more or less together with

Tiles Shed having an area of 100 square feet standing thereon out of total land measuring an area of 2(two) cottahs 13 (thirteen) chhattach be the same a little more or less together with two storied building standing thereon appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P No. 1030, S.P. No. 1780, C.S. & R.S. Plot Nos. 798 & 799, lying and situated at **Premises No. 18**, Anandagarh, **Holding No. 128**, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, Kolkata-700056, District North 24 Parganas fully mentioned in the **First Schedule Part-II** hereunder written

AND WHEREAS the said Smt. Keya Sen having decided to develop the "said land" and to erect a **Multi Storied** commercial cum residential building thereat, duly proposed the Developer to the planned development of the said property after demolition of the existing old dwelling house and by constructing a new **Multi Storied** residential-cum-commercial building thereon comprising of self-contained residential flats/units / shops / garages etc. on ownership basis according to the sanctioned building plan to be duly sanctioned by the **Kamarhati Municipality**

AND WHEREAS on 06th November 2017 the landowners herein executed and registered a Development Agreement with the Nigamananda Abasan Private Limited the Developer herein and registered at the office of the Additional District Sub Registrar, Belghoria, North 24 Parganas and entered in Book No. I, CD Volume No. 1526-2017, Pages from 101100 to 101131, Being No. 152603575 for the year 2017 for such purposes under the terms and conditions fully mentioned therein

AND WHEREAS in terms of the said Development Agreement the Owners herein on the same date i.e. 06th November 2017 executed a Development Power of Attorney in favour of the said **Nigamananda Abasan Private Limited**, the Developer herein being represented by its Director **SRI GAUTAM KAR** son of late Bimal Chandra Kar, by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belgnoria, Kolkata-700056, District North 24-Parganas and registered at the Office of the Additional District Sub- Registrar, Belghoria, North 24 Parganas and entered in Book No. I, CD Volume No. 1526-2017, Pages from 101452 to 101468 Being No. 152603593 for the year 2017

AND WHEREAS the Owners in course such owning and possessing of the property mentioned hereinabove and hereunder written in the schedule having desirous of developing jointly the said premises by constructing a new

building after demolishing the existing structure in accordance with the plan or plans sanctioned by **Kamarhati** Municipality at the aforesaid land of the Owners and accordingly the said two holdings being Holding No. 137 Anandagarh & Holding No. 128 Anandagarh duly amalgamated in to a single holding being **Holding No. 128** Anandagarh fully mentioned in the **First Schedule Part-III** hereunder written

AND WHEREAS the said Developer herein having decided to develop the "said land" and to erect a **G + Three Storied** commercial cum residential building thereat duly obtained a building sanction plan Being No BP 044/18-19 dated 22.5.2018 sanctioned by the **Kamarhati Municipality**

AND WHEREAS in pursuance of the said plan sanctioned by the **Kamarhati Municipality** and in accordance with the Development Agreement the Developer duly started the construction fully mentioned in the **First Schedule Part-III** hereunder written and has provided a **Flat Being Flat No.**, measuring a carpet area of **850 sq. ft.** be the same a little more or less (.....sq.ft. covered area) & havingsq.ft balcony on the **South-East-West Facing** on the **Second Floor** (herein after referred to as the said **Flat**) for Sale to the intending Purchasers from the developers allocation wherein the owner and Developer will execute the Deed of Conveyance and also the Agreement for Sale who will be entered into the Agreement for sale for the purchase of the said flat in the said building known as "**ANANDANIKETAN**"

AND WHEREAS the Purchasers herein relying on the representation of the Owners and the Developers as stated herein has agreed to purchase a **Flat Being Flat No.**, measuring a carpet area of **850 sq. ft.** be the same a little more or less (.....sq.ft. covered area) & havingsq.ft balcony, on the **South-East-West Facing** on the **Second Floor** (herein after referred to as the said Flat) at or for the price of **Rs. 22,52,500/- (Rupees Twenty Two Lakh Fifty Two Thousand Five Hundred)** only including **GST** shall be paid by the Purchasers.

NOW THIS DEED OF AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY THE PARTIES HERETO AS FOLLOWS:

1. That the Owners and the Developer will sell and the Purchasers shall purchase one flat of the Developer's allocation **Being Flat No.**, measuring a carpet area of **850 sq. ft.** be the same a little more or less (.....sq.ft. covered area) & havingsq.ft balcony, on

the **South-East-West Facing** on the **Second Floor** fully mentioned in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said flat along with undivided proportionate impartible share or interest in the land underneath the said building together with all easement rights over all the common parts and portions in the said building and premises fully mentioned in the **FOURTH SCHEDULE** hereunder written at a total consideration of **Rs. 22,52,500/- (Rupees Twenty Two Lakh Fifty Two Thousand Five Hundred)** only including GST.

2. That out of the said total consideration the Purchasers has paid as earnest money a sum of **Rs. 2,12,000/- (Rupees Two Lakh Twelve Thousand)** only by cheque as part of the total consideration and the Developer do hereby admit and acknowledge the receipt of the said sum. The balance amount of the sale consideration amounting to **Rs. 20,40,500/- (Rupees Twenty Lakh Forty Thousand Five Hundred)** only including GST shall be paid by the Purchasers strictly as per the **SIXTH SCHEDULE** hereunder written which the Purchasers undertakes to pay particularly.
3. That if the Purchasers fails and/or neglects to pay the balance amount within the time and in the manner as aforesaid on that event the Developer will be at liberty to cancel this Agreement and sell the said flat to any third party without intimating the Purchasers and the earnest money and subsequent paid up amount so paid by the Purchasers to the Developer shall be refunded to the Purchasers within 6 (six) months from the sale of the said flat after deducting @ of 10 percent as compensation and upon such cancellation of Agreement the Purchasers shall have no right or vesting interest left over the said flat and further shall have no right left to take any legal action against the Developer.
4. Any extra work within the limits of sanction plan other than those specified herein, indicated or required to be carried out by the Purchasers in the said flat shall be intimated in details to the Developer by a letter within 30 (thirty) days from the date of signing of this agreement and the Developer if admit the same to be carried out, will do the same and the charges thereof shall be payable by the Purchasers to the Developer. If the Purchasers subsequently wants to alter or change the specification mentioned in the **FIFTH SCHEDULE** hereunder on that event the Purchasers shall pay the differences to the Developer.

5. It is clarified that if by reason of such additions and/or alterations and/or for providing additional work and/or facility and/or utility aforesaid any delay is made in completion of the construction of the flat and/or delay in giving possession of the said flat, the Developer shall not be liable for any damage, interest and/or mesne profit because of such delay.
6. That the Purchasers on purchasing the flat shall be entitled to sale, mortgage, lease, or otherwise alienate the said flat subject to the terms and conditions contained herein without the consent of the other co-owners of the said premises who may have acquired before and who may hereafter acquire any right, title or interest similar to the Purchasers. Be it clarified that under no circumstances the Developer shall be liable to handover possession and/or cause registration of the said flat to the Purchasers until all payment shall be made by the Purchasers in time and in the manner as mentioned hereinabove. The Sale of the flat shall be completed by **18 months** from the date of signing of this Agreement for Sale.
7. As long as the said Flat in the said building is not separately assessed for municipal taxes and other charges, the Purchasers shall pay proportionate share of water charges and municipal taxes and other statutory taxes as assessed on the whole building to the Developer and Sin its formation to the Association. Once the flat is separately assessed the Purchasers shall be liable directly to the authority/ department concerned for such payment of rates and taxes. The Developer, upon formation of the Association would reserve the right to take any legal action against the Purchasers to realize the sum, if due on his account for the monthly cost of maintenance and the proportionate municipal taxes.
8. That the Purchasers shall bear the necessary required expenses towards the stamp duty, registration fees, miscellaneous expenses and Advocate fees. Registration of the same shall be done after receiving the entire consideration of the said flat together with charges for extra work (if any). The sale deed will contain all clauses as to right, liberties, restrictions and duties mentioned herein and all usual and other general clauses.

9. The Purchasers has prior to the execution of this Agreement taken inspection of the sanctioned Building plan, and all other relevant documents on title to the said property and have satisfied and have accepted the title of the Developer and the Owners in respect of the said property and/or the building and agreed not to question the same and/or put any requisition henceforth with regard thereto in respect of either parties interest.
10. The construction of the said flat shall be completed in compliance with the terms and conditions of this agreement and also as per the specification mentioned in the **FIFTH SCHEDULE** hereunder written.
11. The Purchasers shall have exclusively right in the flat and easement right of and over the common path of egress and ingress jointly with other Owners of the other portion of the building.
12. The Purchasers shall not for any reason whatsoever obstruct or withheld or in any way interfere with the construction of the said building or part thereof, notwithstanding any temporary inconvenience caused rather constructional work and also co-operate the Developer/Co-Owner in the management maintenance of the building and formation of the Association.
13. The Purchasers not to do anything whereby the Co-Purchaser/Purchasers of the other portion of the building will be obstructed or prevented from quiet and exclusive enjoyment of their respective possession.
14. The Purchasers not to throw any rubbish or store any article, combustible goods in the common portion of the building or in front of the building nor to carry on any obnoxious, noisy, offensive, illegal or immoral activities in the said flat and also not to use any such sign board which may affect through fare of air and light to the building.
15. Once possession of the said flat is handed over by the Developer to the Purchasers, the Purchasers shall not be entitled to raise any objection as regards the quality of workmanship of the materials used for construction of the said flat and the building or any other matter in connection thereto nor anything with regard to the said flat nor shall they make any claim in this behalf. It is hereby expressly agreed that the decision of the Architect of the Developer of the said building as

regard to the above i.e. material, elevation specification and revision shall be final conclusive and binding upon the Purchasers.

16. Any notice required to be given by the Developer to the Purchasers shall without prejudice to any mode of service available be deemed to have been served on the Purchasers if sent to them at the address given in this agreement by registered post with A/D, no matter the same reaches the Purchasers or not.
17. Due to any unavoidable circumstances Act of God and due to strikes of any nature or any court's order or any order of any Govt., or semi Govt, authority, the construction process is hampered resulting delay in handing over possession of the said flat the Purchasers shall not be entitled to claim any compensation from the Developer neither be entitled to cancel this agreement and/or demand refund of any amount. In such event the Purchasers shall show patience and co-operate the Developer.
18. That the Purchasers shall from time to time intimate in writing their address if the same is changed during the courses of this agreement as given in this agreement to facilitate the Developer to keep smooth communication
19. That from the date of delivery of possession of the flat the Purchasers further do hereby covenant with the Developer as follows: -
 - (a) The Purchasers shall not for any reason whatsoever obstruct Developer's completion of further construction of any part of the building and/or proposed building or of the said premises notwithstanding any temporary inconvenience caused to the Purchasers in enjoyment of the flat and the common areas.
 - (b) The Purchasers shall allow the Developer/Association and its workmen to enter into the said flat for carrying out the works required for the common purpose on receipt of prior verbal notice in this regard.
 - (c) The Purchasers shall pay the common expenses regularly and punctually within 7th of every current month or on demand made by the Developer/Association in respect of all outgoings including cost of maintenance and the rates and taxes for the land and the building and the flat until it is assessed separately. The Purchasers shall pay and meet all the charges for electricity and other

utilities/ services Municipal rates or taxes relating to the flat wholly upon mutation. Beside the above the Purchasers shall pay the cost of maintenance of common service & facilities as mentioned in the **THIRD SCHEDULE** hereunder written.

- d) The Purchasers shall not demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the flat or any part thereof or to the building nor any alteration in the elevation and outside color scheme of the building/flat and shall not change or in any other manner damage columns, beams, walls, slabs or R.C.C. or other structural foundation in the flat or any portion of the building causing danger to the building whereon the flat is situated. The Purchasers shall however be allowed to repair and change the doors, windows, and grills when the same comes old and broken and can also fix A.C. Machine personal service amenities etc. in the flat without disturbing the co-owners.
- (e) The Purchasers shall not throw dirt, rubbish or garbage or permit the same to be thrown from the said flat in the compound or any portion of the said building in which the flat is situated nor to cause any nuisance or annoyance to the co- Purchasers.
- (f) The Purchasers shall not be entitled to put and/or display any name writing drawings, signboard, placard of any kind over any windows in the interior of the said flat so as to be visible from outside the said flat or on the outer walls of the said flat or on any part of the said building without the consent of the Developer or the Association. The Purchasers shall be entitled to put nameplate on the out side of the main door.
- (g) The Purchasers shall not decorate or colour paint the exterior of the said flat otherwise than in a manner agreed by the Association or owners of all units in the said building.
- (h) Any delay or indulgences or forbearance on the part of the Developer in enforcing the terms of this Agreement or giving time/grace or relaxation to the Purchasers by the Developer shall not be construed as waiver on the part of the Developer of any breach or non compliance of any of the terms and conditions herein stipulated nor shall the same in any manner prejudice the rights of the Developer in enforcing any of its rights or claim arising out of any such breach.

- i) That the ultimate roof user right will be always with the residential Flat owners and the Purchasers shall be allowed to check, repair and maintain the overhead water tank and to fix T.V. Antenna etc. on the ultimate roof.
- j) That the Deed of Conveyance shall be prepared and registered by the Developers Advocate Sri Dilip Kumar Saha and stamp duty, registration fees, miscellaneous charges together with advocate fees shall be borne by the Purchasers.
20. The Developer does hereby covenant with the Purchasers as follows: -
- a) The Purchasers upon paying the entire consideration as aforesaid and observing/performing the covenants and conditions herein contained and upon registration of the sale deed of the flat shall peacefully and quietly hold and enjoy the said flat and the common parts without any interruption from or by the Developer or any person claiming through or under the Developer.
- b) To allow and/or grant to the Purchasers at all times the easements rights and quasi-easements attached to the flat upon fulfillment of the terms of this Agreement.
21. The Developer at their own costs and expenses shall bring the main electric line in the premises and the Purchasers shall pay Rs. 15,000/- (Rupees Fifteen Thousand) only to the Developer towards service charges of main electric connection and flat owner/ owners shall bring their own electric meter at their own cost from the concerned electricity Board. In case of installation of transformer all the flat owners shall bear expenses proportionately. It is pertinent to mention that any taxes including GST etc. levied by the Government or any other authority concern shall be paid by the Purchasers.
22. As mutually agreed both the parties the Flat will be complete in all respect from outside only. No inside fittings and Electrical fittings will be provided by the Developer

THE FIRST SCHEDULE PART-I ABOVE REFERRED TO

ALL THAT piece or parcel of land measuring an area of 3(three) cottahs 1 (one) chhattack be the same a little more or less together with **G+ Three Storied** building to be constructed known as "**ANANDANIKETAN**" appertaining to Mouza Basudebpur, J.L No, 2, E/P No. 1025, S.P, No. 1786, C.S. & R.S. Plot No. 799 (Part), lying and situated at Premises No. 13, Ananda Garh, Holding No. 137 (New), 735 (Old), under Kamarhati

Municipality, Ward No. 26, P.S. Belghoria, District North 24 Parganas and the same is butted and bounded by:

ON THE NORTH : House of Bhaskar Sen & Keya Sen;
BY ON THE SOUTH : 8'-00" wide colony road;
BY ON THE EAST : House of Puspa Rani Ghosh &
BY ON THE WEST : House of Prasanta Adhikary.

THE FIRST SCHEDULE PART-II ABOVE REFERRED TO

ALL THAT piece or parcel of land measuring an area of 1(one) cottah 9 (nine) chhattack 29 (twenty nine) square feet be the same a little more or less together with **G+ Three Storied** building to be constructed known as "**ANANDANIKETAN**" appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P No. 1030, S.P. No. 1780, C.S. & R.S. Plot Nos. 798 & 799, P.S. Belghoria, District North 24 Parganas appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P No. 1030, S.P. No. 1780, C.S. & R.S. Plot Nos. 798 & 799, lying and situated at Premises No. 18, Anandagarh, Holding No. 128, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, Kolkata-700056, District North 24 Parganas and the same is butted and bounded by:

ON THE NORTH BY : 12'-00" wide Anandagarh Road;
ON THE SOUTH BY : House of Sri Ujjal Sarkar & Ors;
ON THE EAST BY : Existing land with building of Sri Bhaskar Sen;
ON THE WEST BY : House of Sri Sukumar Sen.

THE FIRST SCHEDULE PART-III ABOVE REFERRED TO

ALL THAT piece or parcel of land measuring an area of **4(four) cottahs 10 (ten) chhattack 29 (twenty nine) square feet** be the same a little more or less together with **G+ Three Storied** building to be constructed known as "**ANANDANIKETAN**" appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P Nos. 1025 & 1030, S.P. No. 1786 & 1780, C.S. & R.S. Plot Nos. 798 & 799, lying and situated at being Premises Nos. 13 & 18, Holding No. 128, Anandagarh, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, Kolkata-700056, District North 24 Parganas and the same is butted and bounded by:

ON THE NORTH BY : 12'-00" wide Anandagarh Road;
ON THE SOUTH BY : 8'-00" wide Anandagarh Road;

ON THE EAST BY : Partly property of Sri Bhaskar Sen & partly Smt. Puspa Rani Ghosh;

ON THE WEST BY : Partly property of Sri Prasanta Adhikary & partly property of Sri Sukumar Sen.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a self-contained residential **Flat Being Flat No.**, measuring a carpet area of **850 sq. ft.** be the same a little more or less (.....sq.ft. covered area) & havingsq.ft balcony on the **South-East-West Facing** on the **Second Floor** comprising of **two bed rooms, one dining/drawing, one kitchen, two toilets & one balconies** of the **G Plus Three storied** building being Premises Nos. 13 & 18, Holding No. 128, Anandagarh, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, District North 24 Parganas together with the undivided proportionate share, right, title, interest, possession of the said land underneath along with undivided proportionate share and right of all common facilities and common amenities belonging to the said building as well as belonging to the said Premises including all easement rights and all rights of ingress and egress, at the said schedule property of the said building Including roof right hereby agreed to sell and transfer by the Owners/Developer/ Confirming Parties to the Purchasers.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Cost of maintenance of common service & facilities)

1. Cost of maintenance, repairing, re-decorating etc. of the main structure and in particular the gutters, fresh and rain water-pipe drains, sewers, overhead water storage tanks, septic tank and electric wires, motors, generators and other appliances and passages in or under or upon the building and enjoyed or used by the Purchasers in common with the other occupiers of the building and the main entrance, passages landings, staircases of the building enjoyed by the Purchasers or used by him in common as aforesaid.
2. Cost of cleaning and lighting the passages, landing, staircase and other parts of the building as enjoyed or used by the Purchasers in common as aforesaid.
3. Cost of working and maintenance of light and service charges.
4. Cost of maintenance and decorating the exterior of the building.
5. Municipal rates and taxes save those separately assessed.
6. Cost of charges of establishment for maintenance of the building and the salaries of all persons employed for the same.
7. All charges and deposit for supply of common facilities.

8. All legal expenses appertaining to the maintenances and protection of the said building and disputes regarding claims and/or demands from Municipality and/or local authorities.
9. All charges for maintaining the office for common purposes.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON RIGHT & FACILITIES)

1. The said land described in the First Schedule hereinabove written.
2. The foundation, columns, beams, supports, main walls, stair, stairways and entrances and exists of the building.
3. Concealed electrical wiring and fittings and fixtures for lighting in the staircase, common passage and other common areas in the building and the said land.
4. Drains and sewers from the building to the Municipal ducts.
5. Staircase and lobbies.
6. Water pump and meter together with the space required therefore, deep tube well.\, overhead tank and distribution pipes from the tank to different units and from deep tube well to the overhead tank.
7. Water and evacuation pipes from the units to drains and sewers common to the building.
8. Boundary walls and main gate of the said land &
9. Ultimate Roof.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

- I. Construction will be RCC Framed Structure with Steel & Cement.
- II. All walls will be 200mm / 100mm/ 75mm thick/Block Brick Cement casting.
- III. Internal walls will be wall putty finish with paint.
- IV. All Doors will be Flush Doors and main gate decorative Flush Door.
- V. Flooring of flats will be good quality Vitrify Tiles with 4" skirting and cooking platform will be **Marble steel sink** with one tap point.
- VI. Toilet two numbers commode, cistern, two-tap points, one shower poin & one hot & cold tap line.
- VII. All concealed line will be **UPVC** and outer lines will be **branded 'PVC'**.
- VIII. Toilets will be provided with branded fittings.
- IX. Sanitary fittings will be white branded fittings.
- X. All doorframe will be provided by Shawl wooded with commercial flush solid core door and bathroom will be provided PVC frame and PVC door.
- XI. Main Door will be provided with **Godrej Lock** fittings.
- XII. Electrical: - Concealed wiring with finolex Copper wire with moduler **switch**. Total numbers of point will be maximum 20 in case of two-bed room including one ac point.

- XIII. **Window & Grills:** Alluminium window with glass fittings with safety grill.
- XIV. One submersible pump will be provided in the compound.
- XV. Adequate lighting will be provided in the Common areas.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

Total consideration of the said flat is **Rs. 22,52,500/- (Rupees Twenty Two Lakh Fifty Two Thousand Five Hundred)** only including GST shall be paid by the Purchasers.

1. Received as earnest money **Rs. 2,12,000/- (Rupees Two Lakh Twelve Thousand)** only by Cheque/ NEFT as part payment of the total consideration.
2. 15% of the total consideration value shall be paid by the purchaser after completion of ground floor roof casting.
3. 15% of the total consideration value shall be paid by the purchaser after completion of first floor roof casting.
4. 15% of the total consideration value shall be paid by the purchaser after completion of second floor roof casting.
5. 15% of the total consideration value shall be paid by the purchaser after completion of third floor roof casting.
6. 20% of the total consideration value shall be paid by the purchaser after completion of brick work of the respective flat.
7. 5% at the time of inside plaster.
8. 5% at the time of outside plaster.
9. 5% at the time of flooring.
10. Balance amount shall be paid by the Purchaser to the Developer at or before execution/registration of Deed of Conveyance or handing over possession of the flat which ever is earlier

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

SIGNED, SEALED AND DELIVERED by
the within name parties at Kolkata
in the presence of :

As constituted Attorney of SRI UJJAL SARKAR,
SMT. APARNA GUNIN, SMT. BANDANA DAS,
SMT. CHANDANA SIKDAR, SMT. ALPANA BOSE,
SMT. RADHA SARKAR, SRI SUKANTA SARKAR
& SMT. KEYA SEN

SIGNATURE OF THE VENDORS

SIGNATURE OF THE PURCHASERS

**SIGNATURE OF THE DEVELOPERS
/ CONFIRMING PARTIES**

Drafted by:

Dilip Kumar Saha
Advocate
High Court, Calcutta

MEMO OF CONSIDERATION

RECEIVED by the within named Developers/Confirming Parties from the within-named Purchasers the sum of Rs. 2,12,000/- (Rupees Two Lakh Twelve Thousand) only towards the earnest money upon the terms and conditions mentioned in this Agreement for Sale under these presents as follows: -

MEMO

<i>Sl no.</i>	Date	Cheque No.	Bank	Branch	Amount (Rs).
1.	16.08.18	009623	Union Bank	Belghoria	2,12,000.00
	Total				2,12,000.00

(Rupees Two Lakh Twelve Thousand) only

WITNESSES: -

1.

2.

**SIGNATURE OF THE DEVELOPERS/
CONFIRMING PARTIES**