

paucity of funds, approached the developer namely SRI KOUSHIK GUHA, son of Late Shiba Prasad Guha, by faith Hindu, by Nationality - Indian by Occupation - Business, one of the Partners of "MAA DEVELOPERS", A Partnership Firm, having its registered Office at 24/ 98, Surya Sen Nagar-2, P.O. & P. S. Khardah, District - North 24 Parganas, Kolkata - 700117, formulated a Scheme for development on the said property by construction a new multi (G+3) storied building having independent residential Flats/ Commercial Space/ Semi Commercial Space etc. and for the said purpose the owners have entered into a registered Development Agreement, being No., which was recorded in Book No., Volume No., written in Pages from to, which was duly registered at A. D.S.R.O., on and the said Land owners had also executed a registered Development Power of Attorney, being No., recorded in Book No., Volume No., written in Pages from to, which was duly registered at A.D.S.R.O., on to construct a multi (G+3) storied building over the said property by concerned after demolishing the existing structure by their own cost and expenses comprising with other terms and conditions as are stipulated in the said Agreement.

AND WHEREAS for the purpose of Sale and transfer from the Developer's allocation as stated in the said development Agreement comprising with various self-contained apartment units, constructed portion and/or also any space to the intending Purchaser's the Developer has formulated the following scheme.

AND WHEREAS the promoter has made agreement for sale of the project under the and the provision of the West Bengal Housing Industries Regulation Authority at Kolkata on.....under registration no.....

Sale of the

1. The Owners/ Confirming Party/ Developers will sell and transfer particular Flats/ Commercial Space/ Semi Commercial Space / constructed space in the said new building and forming part of the Developer's allocation to the intending Purchaser/ s on ownership basis subject to the intending Purchaser making payment of all the amount and observing all the terms and conditions to agree upon.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this _____ day of
_____, 2019 (Two Thousand Nineteen)

BETWEEN

(1) **SRI RABINDRA NATH PALIT**, (PAN - FELPP4914J), son of Late Indu Bhusan Palit, by Occupation - Business, residing at 331, Co-Operative Colony, P.O. Rahara, P.S. Khardah, District - North 24 Parganas, Kolkata - 700118, West Bengal and presently residing at 2428, South Umbrella Avenue, Broken Arrow, Oklahoma- 74012, U.S.A. and (2) **SRI RATHINDRA NATH PALIT**, (PAN - APAPP3924K), son of Late Indu Bhusan Palit, by Occupation - Business, residing at 331, Co-Operative Colony, P.O. Rahara, P.S. Khardah, District - North 24 Parganas, Kolkata - 700118, West Bengal, both are by faith : Hindu, by Nationality - Indian, hereinafter and called and referred to as the **“LAND OWNERS/FIRST PARTIES”** (which terms or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include each of their respective legal heirs, successors, executors, administrators, legal representatives, nominees and or assigns) of the **ONE PART**.

The Vendors herein represented by her constituted Attorneys namely : **SRI KOUSHIK GUHA**, son of Late Shiba Prasad Guha, by faith : Hindu, by Nationality - Indian by Occupation - Business, residing at 24/98, 2 No. Surya Sen Nagar, P.O. & P.S. Khardah, District - North 24 Parganas, Kolkata = 700117, one of the Partner's of **“MAA DEVELOPERS”**, A Partnership Firm, having its registered Office at 24/98, 2 No. Surya Sen Nagar, P.O. & P.S. Khardah, District - North 24 Parganas, Kolkata - 700117, through a registered Development Power of Attorney being No. **“152403159”**, recorded in Book No. I, Volume No. 1524-2019, written in Pages from 106593 to 106636, which was duly registered at A.D.S.R.O., Sodepur on 18/04/2019.

AND

“MAA DEVELOPERS”, (PAN-AAYFM4286G), A Partnership Firm, having its registered Office at 24/98, Surya Sen Nagar-2, P.O. & P.S. Khardah, District - North 24 Parganas, Kolkata - 700117, represented by three of its Partners namely : (1) **SRI KOUSHIK GUHA**, (PAN - AGTPG6762A), son of Late Shiba Prasad Guha, by faith : Hindu, by Nationality - Indian by Occupation - Business, (2) **SMT. ARADHANA GUHA**, (PAN - AHGPG2062H), wife of Sri Partha Pratim Guha, by faith : Hindu, by Nationality - Indian by

Occupation - Business, (3) SMT. SUCHITA GUHA, (PAN - ATOPG8977F), wife of Sri Koushik Guha, by faith : Hindu, by Nationality - Indian by Occupation - Business, all are residing at 24/98, Surya Sen Nagar-2, P.O. & P.S. Khardah, District - North 24 Parganas, Kolkata - 700117, hereinafter jointly called and referred to as the "DEVELOPERS/ CONFIRMING PARTY" (which terms and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their heirs, executors, administrators, successors, legal representatives and assigns etc.) the **SECOND PARTY** of the **SECOND PART**.

The above mentioned Partners of the said Partnership Company, have represented by their Constituted Attorney (One of the Partner of Maa Developers) namely **SRI KOUSHIK GUHA**, son of Late Shiba Prasad Guha, by faith : Hindu, by Nationality - Indian by Occupation - Business, residing at 24/98, Surya Sen Nagar-2, P.O. & P.S. Khardah, District - North 24 Parganas, Kolkata - 700117, by virtue of of a registered General Power of Attorney executed on 28/03/2014, registered in the office of A.D.S.R.O., Sodepur and recorded in Book No. IV, C.D. Volume No. 1, written in Pages from 1971 to 1981, being no. "00129" for the year 2014.

AND

(1) _____, (PAN - _____), son/wife of Sri/Smt./Late _____ by faith - _____, by Occupation - _____, by Nationality - Indian, residing at - _____

_____ and
(2) _____, (PAN - _____), son/wife of Sri/Smt./Late _____ by faith - _____, by Occupation - _____, by Nationality - Indian, residing at - _____

hereinafter called and referred to as the "PURCHASER/S" (which terms and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of his/her/their heirs, executors, administrators, successors, legal representatives and assigns etc.) the **THIRD PARTY** of the **THIRD PART**.

FIRST SCHEDULE REFERRED TO :

(Description of entire property)

ALL THAT piece and parcel of **Bastu** land measuring more or less 9 **(Nine) Cottahas** togetherwith Multi (G+3) Storied building, commonly known as "**SUNITIABASAN**", standing thereon, which is lying and situated at Mouza - Rahara, J.L.No. 3, R.S. Khatian No. 80 & 107, R.S. Dag No. 1068/1344 & 1068/1345, L.R.Khatian No. 5560 & 5561 under L.R.Dag No. 2574 & 2575 at Ward No. 9, Holding No. 6/6 of Co-Operative Colony Road, under Khardah

Municipality, P.S. Khardah, within the Jurisdiction of A.D.S.R.O., Sodepur, District - North 24 Parganas, Kolkata - 700118, which is butted and bounded as follows :-

- ON THE NORTH** : 14 ft. wide Municipal Road.
ON THE SOUTH : H/o - Mr. Ghosh.
ON THE EAST : H/o - Mr. Aich & Vacant land of
Indu Bhusan Palit.
ON THE WEST : 14 ft. wide Municipal Road.

SECOND SCHEDULE OF PROPERTY

(Solded property)

ALL THAT the self contained residential Flat, vide Flat no. '____', measuring about _____ Sq.ft. super built up area more or less, with _____ Floor, consisting of _____ Bed rooms, _____ Drawing space, _____ Kitchen, _____ Toilets, _____ Verandah/ Balcony at _____ side on the _____ floor of the building with Lift facilities, togetherwith undivided proportionate share or interest of the said premises, described in the First Schedule hereto, togetherwith all common facilities and amenities of the said Multi (G+3) Storied building, commonly knowns as "SUNITI ABASAN", situated at Ward No. 9, Holding No. 6/6 of Co-Operative Colony Road, under Khardah Municipality, P.S. Khardah, within the Jurisdiction of A.D.S.R.O., Sodepur, District - North 24 Parganas, Kolkata - 700118.

THIRD SCHEDULE OF PROPERTY

(For Payment)

PART - 1

The Purchaser/s hereby agrees to pay the Developer/s a sum of Rs. _____ only as total consideration money for acquiring the said unit of _____ Sft. more or less super built up area which amount has been calculated @ Rs. _____ only per Sq.ft. towards commono parts, portion & cost of proportionate share of land and the cost of construction of the unit and shall be paid by the purchaser/s to the Developers in the following manner.

- i) Rs. _____ only at the time of signing of this Agreement.
- ii) 30% of the Property value to be paid on completion of Plinth
_____ of the project

SIXTH SCHEDULE (Maintenance)

The expenses of maintaining, white washing, repairing, re decorating, painting, repairing, renovatio and replacing the common areas and instillation including the main structure outer wall of the building, gutter fresh & rain water pipe, drains, sewerage and water storage tank and electric wire, motors, Lift and other appliance in or under the building and enjoyed under by purchaser/s in common with the other co-owners.

IN WITNESS WHEREOF the parties to these presents thereto set and subscribed their respective hands and seals on the day, month and year first above written.

WITNESSES :

1.

MAA DEVELOPERS

Koushik Guha

Partner

AS A CONSTITUTED ATTORNEY

2.

Signature of the Constituted Attorneys
on behalf of Land Owners

MAA DEVELOPERS

Koushik Guha

Partner

AS A CONSTITUTED ATTORNEY

Drafted and Prepared by :

Signature of the Developer

One of the Partner of Maa Developers