

THIS AGREEMENT made this _____ day of _____, Two Thousand Nineteen **BETWEEN NST HOUSING DEVELOPMENT PRIVATE LIMITED**, having PAN AACCN0189L, a company incorporated under the companies Act, 1956 and having its registered office at 20/1, Manindra Nath Mitra Row, P.S. Muchipara, P.O. Amherst Street, Kolkata-700009, represented by one of its directors Sakti Pada Dhar, having PAN ACXPD7498Q, having AADHAAR 551183993422, Mobile No. 9830043273, son of Ramendra Kumar Dhar, deceased, residing at AK-123, Salt Lake City, Sector-II, P.S. Bidhan Nagar (East), P.O. Sech Bhawan, Kolkata-700091, by Nationality- Indian, by Religion- Hindu and by Occupation- Business, hereinafter called the **"VENDOR"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and assigns) of the **ONE PART**

AND

_____ having PAN _____ having Aadhaar _____ Mobile No. _____ son of _____, residing at _____, by Nationality Indian, by Religion Hindu and by Occupation _____ hereinafter called the **"PURCHASER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/ her/ their heirs, executors, administrators, legal representatives) of the **OTHER PART;**

WHEREAS by a Bill of Sale dated 28th August, 1925 one Shibabilash Mukherjee conveyed the Premises No. 2, Abhoy Charan Ghosh Lane, Calcutta unto Brojo Gopal Mukherjee, Joy Gopal Mukherjee and Bijoy Gopal Mukherjee;

AND WHEREAS by a deed of Gift dated 14h June, 1927 and registered in the office of the Registrar of Assurances- Calcutta, in Book No. I, Volume No. 53, Pages 281 to 287, Being No. 2451 for the year 1927 the said Hari Narayan Mukherjee granted, conveyed and transferred inter-alia Premises No. 2, Abhoy Charan Ghosh Lane,

Calcutta unto Suhil Kumar Mukherjee absolutely, and the said Brojo Gopal Mukherjee, Joy Gopal Mukherjee and Bijoy Gopal Mukherjee confirmed the said gift as they were the benamdar of Hari Narayan Mukherjee;

AND WHEREAS thus the said Sushil Kumar Mukherjee became the absolute owner and seized and possessed of or otherwise well and sufficiently entitled to interalia Premises No. 2, Abhoy Charan Ghosh Lane, Calcutta;

AND WHEREAS the said Sushil Kumar Mukherjee who was during his lifetime and at the time of his death a Hindu governed by the Dayabhaga School of Hindu Law and Hindu Succession Act, 1956, died intestate on 9th day of December, 1967, leaving behind him surviving his wife Sm. Annapurna Devi, three sons Ashoke Kumar Mukherjee, Amit Kumar Mukherjee and Alope Kumar Mukherjee and three daughters Sm. Aloka Ganguly, Sm. Amita Mukherjee and Sm. Asoka Banerjee and interalia the said Premises No. 2, Abhoy Charan Ghosh Lane, Calcutta;

AND WHEREAS by a Deed of Gift dated 1st June, 1992, and registered in the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 416, Pages 19 to 28, Being No. 12009 for the year 1992, the said Sm. Annapurna Devi, Sm. Aloka Ganguly, Sm. Amita Mukherjee and Sm. Asoka Banerjee for the consideration therein mentioned granted, conveyed and transferred their undivided four equal seventh part or share in Premises No. 2, Abhoy Charan Ghosh Lane, Calcutta, particularly described in the schedule thereunder written unto their sons/ brothers Ashoke Kumar Mukherjee, Amit Kumar Mukherjee and Alope Kumar Mukherjee absolutely;

AND WHEREAS the said Abhoy Charan Ghosh Lane subsequently known as Abhoy Ghosh Lane by the Kolkata Municipal Corporation;

AND WHEREAS thus the said Ashoke Kumar Mukherjee, Amit Kumar Mukherjee and Alope Kumar Mukherjee, become the absolute owners of Premises No. 2, Abhoy Charan Ghosh Lane, Kolkata, hereinafter called the said premises;

AND WHEREAS the said Ashoke Kumar Mukherjee, Amit Kumar Mukherjee and Alope Kumar Mukherjee have applied for and obtained a plan sanctioned by the Kolkata Municipal Corporation being Plan No. 2017020010, dated 14.07.2017, to erect a G+3 storied building thereon;

AND WHEREAS by a conveyance dated 5th August, 2019, and registered in the office of the Additional Registrar of Assurances- II, Kolkata in Book No. I, Volume No. 1902-2019, Pages 153185 to 153214, Being No. 190204023 for the year 2019, the said Ashoke Kumar Mukherjee, Amit Kumar Mukherjee and Alope Kumar Mukherjee for the consideration therein mentioned granted, conveyed and transferred the Premises No. 2, Abhoy Charan Ghosh Lane, Kolkata, particularly described in the schedule thereunder written unto NST Housing Development Private Limited, the Vendor herein, absolutely;

AND WHEREAS the vendor have started and will construct a G+3 storied building consisting of several flats, garages spaces on the said Premises No. 2, Abhoy Charan Ghosh Lane, Kolkata as per the plan sanctioned by the Kolkata Municipal Corporation being Plan No. 2017020010, dated 14.07.2017, particularly described in the first schedule hereunder written;

AND WHEREAS the purchaser intends to purchase a flat being No. on the _____ measuring super built up area and a car parking space on the ground floor measuring about 135 Sft. particularly described in the second schedule hereunder written and the purchaser is satisfied with the title of the vendor;

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

1. **ARTICLE-I CONSTRUCTION:**

- a) The said unit constructed for and on behalf of the Purchaser(s) with the specification as mentioned in the FOURTH SCHEDULE and in accordance with the building plan duly sanctioned by the Kolkata Municipal Corporation as aforesaid with such modifications or alterations as may be deemed fit and proper by the Vendor and/ or the Architect.
- b) That Purchasers (s) shall not do any act, deed or thing whereby the construction of the building at the said entire property is in any way hamper or obstructed nor shall in any way commit breach of any of the terms and conditions herein contained.
- c) It shall be at the absolute discretion of the Vendor and/or the Architect for the time being of the building to decide as to what are the extra amenities and/or additional
- d) facilities to be provided in the said building and the decisions of the Vendor and/or Architect in that regard shall be final and binding on the Purchaser(s).
- e) The Purchaser(s) or any other person claiming under or through the Purchaser(s) along with other purchasers and the Vendor shall have right over and in respect of the ultimate roof. The purchaser(s) shall not raise any objection or cause hindrance or obstruction in respect of construction of additional storey's over the roof duly sanctioned plan as per Kolkata Municipal Corporation or in the said premises or any commercial activities including installation of Air Condition, disc antenna, tower, hoardings, sign boards, etc on outer wall but in no way shall cause any obstruction/hindrance to the said Flat, roof whenever being done by the Vendor and/or its authorized representatives under any authority conferred on it in any manner whatsoever or howsoever.

The Vendor and/or its authorized representatives shall have the right to inspect the same and make repairing and maintenance of the same. The Vendor and/or its authorized representatives are entitled to use of the common passage and common areas by the Vendor or occupiers of the nearby plots including for the purpose of carrying building materials, vehicles and laborers.

- f) It is made clear that the General Common Elements mentioned in the THIRD SCHEDULE shall not form part of the said Flat and the Purchaser(s) have no right over the same save and except use of common passage and common facilities and amenities.

2. **ARTICLE -II OWNERS OBLIGATIONS:**

Subject to the Purchaser(s) making payment of the amount agreed to be paid by the Purchaser(s) as provided in the PART-I and PART-II of the SIXTH SCHEDULE hereunder written to the Vendor. The Vendor hereby agree:-

- a) To erect, construct and complete the said flat (more fully and particularly described in the SECOND SCHEDULE hereunder written) for and on behalf of and on account of the Purchaser with good proper and standard materials and in compliance with the said drawings and specifications as are contained in the said building plan.
- b) To construct and complete the said multistoried building complex in accordance with the building plan sanctioned by the Kolkata Municipal Corporation together with the common areas and facilities more fully and particularly described in the THIRD SCHEDULE hereunder written.
- c) The architect for the time being shall be the only person to decide and the Purchaser(s) hereby consents and agree not to raise any objection as to the kind and quality of the materials to be used in the said building.

- d) In the event that the sale is cancelled due to any fault on the vendor's part, such as defect in title, the entire amount of the earnest money will be refunded to the purchaser.

3. ARTICLE-III PAYMENT:

- a) The Purchaser(s) hereby agrees to make payment punctually to the Vendor as the case may be at a price of Rs. _____ (Rupees _____ only) to be paid in the manner described in the PART-I and PART-II of the SIXTH SCHEDULE hereunder written (time being the essence of the contract). In case of delay in payment the Purchaser(s) shall be liable to pay interest calculated @ 12% per annum for such default period. The price of dependable covered garage will be _____.
- b) In case if in spite of notice in writing given by Vendor to the Purchaser(s), the Purchaser(s) remain in default for three months for payment of any installment or in default of the Purchaser(s) in observing and/or performing any of the terms, conditions, covenants and restrictions as contained in this agreement, the Vendor shall be entitled to cancel this agreement and the entire payment made by the Purchaser(s) immediately upon the Vendor selling the said Flat/Unit to any new purchaser(s), after deducting the expenses, legal costs, overdue interest for delay payment.
- c) In case of cancellation of the Agreement or nomination made by the Purchaser to the third party before the payment of full consideration amount then the Purchaser will pay a sum of Rs.25,000/- to the Vendor.

4. ARTICLE-IV PURCHASER'S OBLIGATION:

The Purchaser(s) hereby covenants with the Vendor as follows:-

- a) Not to act in any manner nor cause any interference or obstruction or impediment in the construction of the building and/or the said flat by the Vendor and/or its nominee nor raise any objection for the construction of adjacent premises or balance portion of the entire premises or other owners or occupants including for the purpose of carrying building materials and labours and vehicles. If due to any act or omission on the part of the Purchaser if the construction or erection work is in any way hampered or obstructed then in that event the purchaser will pay the liquidated damages to the Vendor as determined by the Vendor.
- b) Not to claim any right whatsoever in respect of the other portions of the said building or the said premises except the said flat, garage and proportionate right to use over the common areas, parts elements and portions thereof.
- c) Not to claim any right over the, terrace parapet and not to use or claim any right over the wall on the external periphery of the said building and boundary walls for the purpose of any advertisement which includes hoardings and other signboards.
- d) Not to claim any right of possession over the said flat until the Purchaser(s) has made full payment of all the moneys herein agreed to be paid.
- e) Not to do any act, deed or things whereby the Vendor and/or the flat owners are prevented from construction, selling, assigning or disposing of any other portions of the said building or other buildings at the said premises.
- f) The Purchaser(s) shall not deal with, let out, encumber or transfer or nominate the said flat until possession of the said flat is delivered to the Purchaser(s) and the Purchaser(s) has paid all amounts due and payable hereunder.

- g) To pay and bear the Common Expenses more fully described in the fifth Schedule hereto, electricity and other utility charges and outgoings for the said unit, wholly and the common areas, proportionately.
- h) To regularly and punctually make payment of the amounts payable by the Purchaser(s) under this Agreement and not to commit any breach or default thereof.
- i) So long as each Flat/unit in the said building shall not be separately assessed, the Purchaser(s) shall pay to the Vendor a proportionate share of maintenance charges, municipal taxes and any other taxes assessed on the whole building(s) from the date of notice of possession.
- j) The Purchaser(s) on or before taking possession of the said flat have the same registered before the registration Authorities through the Advocate nominated by the Vendor.

5. ARTICLE-V POSSESSION:

- a) The Vendor expect that the Flat of the Purchaser will be completed within 24 months from the date of this agreement.
- b) The Purchaser(s) within 30 days from the date of receipt of the written notice from the Vendor that the building is ready for occupation shall take possession of the said flat. It is however expressly agreed that the purchaser(s) shall be entitled to the possession of the said flat only after it has duly performed and observed all the terms and conditions of this Agreement and has also paid to the Vendor all the amounts payable under this Agreement. Any notice sent to the address of the Purchaser given above or any change of address hereafter

notified in writing by hand delivery or by Registered Post with Acknowledgement due shall be deemed to have duly served upon the Purchaser(s). In case of delay in taking possession the Purchaser shall be liable to pay all charges including taxes and maintenance as applicable.

- c) After possession is made over to the Purchaser(s), the Purchaser(s) shall not be entitled to claim any amount on account of workmanship or otherwise nor shall the Purchaser(s) claim any of the amenities mentioned in this Agreement on the basis of any representation made by the Owners.
- d) If the purchasers fail to pay the balance of the consideration within 7 days of the date of notice in that event the vendor shall have the right to sell the flat to any third party and forfeit the earnest money hereby paid.

6. ARTICLE-VI: FORMATION OF THE COMPANY/ SOCIETY/HOLDING ORGANISATION:

- a) The Vendor shall nominate or form a Company and/or Society/Association and/or Holding Organization for common purpose and maintenance of the building/ buildings including the common areas and common parts and facilities and all the purchaser shall be and become a member of the said Company/Society/Holding Organization on such terms and conditions as may be prescribed by the Vendor.
- b) Purchaser(s) shall bear and pay the amount as mentioned in the PART-II of the SIXTH SCHEDULE written hereunder and shall pay the requisite fees and shall observe perform fulfill the terms conditions, covenants, restrictions as contained in the Agreement and shall discharge and pay all the liabilities and abide by the rules and regulations and byelaws that may be framed. Upon completion of the building/buildings and all the flats/units as constructed are

sold by the Vendor and all the amounts required to be paid by different Purchasers and received by the Vendor, the Owner shall handover the maintenance in favor of the said Company /Society/Association and/or Holding Organization. All cost incurred for formation of the company/society/association and/or holding organization shall be borne collectively by the flat owners.

7. ARTICLE -VII: FORCE MAJURE:

- a) In case there be any delay in the Vendor fulfilling its obligations due to any reasons beyond the control of the Vendor, the Vendor shall not be liable for any interest or damages therefore.
- b) Force Majeure shall mean and include any act of God, Riot, Arson, Flood, Earthquake, Tempest, Civil Commotion, Strike, Lock out, any order of injunction, suit or proceedings in Court or any notice or rules or notifications of the Government or any other public authorities or any other inevitable circumstances beyond the control of the owners.

8. ARTICLE-VIII: PROFESSIONAL CHARGES:

- a) The intending purchaser(s) shall execute all the deeds Agreements prepared by S. Khan, Advocate of No. 10, Old Post Office Street, Kolkata-700001.
- b) On or before, signing of this agreement the purchaser(s) will make payment of a sum of Rs. 5,000/- (Rupees Five Thousand Only) for the purpose of this Agreement to S. Khan, Advocate.
- c) All costs of preparing stamping, registration, legal charges. Miscellaneous Expenses etc. of the Agreement/Conveyances and all documents to be executed in respect of the said Flat shall be paid and borne by the Purchaser. For the

professional charges the Purchaser will pay the charges for drafting and Registration of the Conveyance Rs. 20,000/- (Rupees Twenty Thousand) only .

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT G+3 storied brick built messuage, tenement hereditament being Premises No. 2, Abhoy Charan Ghosh Lane, (at Present 2, Abhoy Ghosh Lane), P.S. Shyampukur, P.O. Shyambazar, Kolkata- 700004, together with rent free Bastu land measuring an area of 5 Cottahs 12 Chittacks 35 Sft. be the same a little more or less, in Sutanutty, in the North Division of the town of Calcutta, within Kolkata Municipal Corporation, Ward No. 010, which is butted and bounded as follows:-

ON THE NORTH : By 2/1, Abhoy Charan Ghosh Lane;

ON THE EAST : Partly by 2/1, Abhoy Charan Ghosh Lane, partly by Municipal Sewered Ditch and partly by 90/1, Grey Street;

ON THE SOUTH : By 90, 90/1 and 90/2, Grey Street;

ON THE WEST : By Abhoy Charan Ghosh Lane;

OR HOWSOEVER OTHERWISE the same is butted and bounded called known numbered described or distinguished

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT Flat No., on the floor, having an area ofSft. super built up area consisting of 3 Bedrooms,02.. bath-cum-privy, 01 Drawing-cum-dining hall, 01 kitchen, 01 balcony and a car parking space on the ground floor measuring about 135 Sft. TOGETHER WITH Undivided proportionate Share in the land below and beneath the building in which the flat is Constructed being a portion of the land more particularly describe in the FIRST SCHEDULE hereinabove mentioned.

THE THIRD SCHEDULE ABOVE REFERRED TO

GENERAL COMMON ELEMENTS : All appurtenances and facilities and other items which are not part of the Unit:

1. A portion of the land and premises in which the building is being constructed being portion of the entire property more fully described in the First Schedule hereinabove written whether improved or unimproved except the common passage and open space for car parks.
2. All Private side walls and parking areas on the said premises.
3. Public electric connection and meters and rooms for electricity telephones and water not owned by public utility of other agencies providing such services are located outside the complex.
4. Exterior lighting and other facilities necessary to the upkeep and safety of the said multistoried building complex.
5. Water tank and other facilities located in the said building to serve for benefit of more than one unit.
6. Conduits, utility lines, telephones and electrical systems contained within the said building.
7. Lifts, lift shafts, Pump rooms, machine rooms, common toilets.
8. Drains and sewers from the New Building in the Municipal connection drain/or sewerage.
9. Staircases and staircase landings.
10. Lobbies in each floor.
11. Common water pump.

12. Common Overhead and Underground water reservoir.
13. Common electric line and switches.
14. Water and sewerage evacuation from the pipes of every unit to drain and sewerage common to the New Building.
15. Automatic elevators/lifts of 6 passengers' capacity each.

THE FOURTH SCHEDULE ABOVE REFERRED TO

SPECIFICATION OF CONSTRUCTION

- | | |
|---------------------|--|
| 1. Super structure | : R.C.C. Frame structure. |
| 2. Walls | : Fly ash bricks |
| 3. Elevation | : Ornamental. |
| 4. Stair Case | : Vitrified Tiles. |
| 5. Lobby | : Vitrified Tiles with lights. |
| 6. Main door | : Wooden doors/Flush door. |
| 7. Inside Doors | : Flush Doors. |
| 8. Windows | : Aluminum Anodized. |
| 9. Finish | : Rooms- Vitrified Tiles flooring, POP wall finish kitchen- Vitrified Tiles flooring, designer ceramic wall tiles, stainless steel sink, Hot & Cold water supply line, Bathrooms- water supply in shower and basin, shower height tiles, ISI marked sanitary ware, Jaguar/equivalent make fittings. |
| 10. Electrical | : Concealed copper wiring A/c. point in bed room/living- dining room, modular switches. |
| 11. Telephone Point | : The Master bedroom/living dining room. |
| 12. TV Point | : In Master bedroom/living dining room. |
| 13. Lifts/Elevators | : Make of 6 passenger capacity each. |

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. MAINTENANCE : All costs and expenses of maintaining, painting, decorating repairing, replacing, redecorating, rebuilding, lighting and renovating the common areas including all exterior and interior and interior walls (but not inside any Unit) and in particular the roof to the extent of leakage from the upper floors.
2. OPERATIONAL : All expenses (including license fees, taxes and levies, if any) for running and operating all machineries, equipments and installations comprised in the common areas including lift, water pump and light etc. and also the costs of repairing renovating and replacing the same.
3. STAFF : The salaries and all other expenses of the staff to be employed for the common purposes viz. caretaker, security personnel and other maintenance persons including their bonus and other emoluments and benefits.
4. TAXES & LEVIES : Municipal rates, taxes and levies and all other outgoings for the common areas or for the Said Portion or for the Building Complex SAVE the taxes determined and payable by the Unit owners for their respective Units upon separate assessment.
5. MAINTENANCE ORGANIZATION : Establishment and all other expenses of the Maintenance Organization or any agency looking after the common areas.

6. RESERVES : Creation of funds for replacement, renovation and/or other periodic expenses.
7. FACILITIES : All costs and expenses incurred for the installation, maintenance, upkeep and running of the facilities as more fully described in Part III of the sixth schedule.
8. OTHERS : All other expenses and/or outgoings as may be determined by the Maintenance Organization for the common purposes.

THE SIX SCHEDULE ABOVE REFERRED TO:

PART-I

(TOTAL CONSIDERATION)

On Booking Rs. _____ by cheque

The Consideration for the sale of the Flat No. Rs

The Consideration for the sale of one Car Parking Space

(Dependable) Rs.

Total Consideration:

Rs: **...**

(Rupees)

For NST Housing Development Pvt. Ltd.

Amrinder Singh

Director

PART-II**Payment schedule of Jaya Apartmrnt-4****(MODE OF PAYMENT OF THE TOTAL CONSIDERATION)**

| Payment Schedule | | |
|-------------------------|--|--------------------------------|
| S.No. | Schedule | Payment |
| 1 | On agreement | 20% of the total consideration |
| 1 | On casting of foundation | 15% of the total consideration |
| 2 | On casting of 1 st Floor | 10% of the total consideration |
| 3 | On casting of 2 nd floor | 10% of the total consideration |
| 4 | On casting of 3 rd floor | 10% of the total consideration |
| 5 | On brick-work of the subject flat | 15% of the total consideration |
| 6 | On plaster and flooring | 15% of the total consideration |
| 7 | On registration and delivery of possession | 5% of the total consideration |

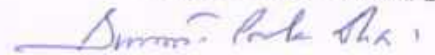
PART -III**LIST OF EXTRA CHARGES:**

- ii) Maintenance security deposit Rs... 2.00...../sq.ft.
for 12 months

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands the day month and year first above written.

SIGNED SEALED AND DELIVERED by the within named VENDORS in the presence of:

For NST Housing Development Pvt. Ltd.



Director

1.

2.

SIGNED AND DELIVERED by the within named PURCHASER in the presence of:

1.

2.

RECEIVED of and from the within named Purchasers the within mentioned sum of Rupees Five Lakhs only being the earnest money and part payment towards the consideration as per memo below

Rs./-

MEMO OF CONSIDERATION

Bank/Branch

Cheque no. Date

Amount(Rs.)

WITNESSES :

For NST Housing Development Pvt. Ltd.

Amrinder Singh
Director

=====
DATED THIS DAY OF, 2020
=====

BETWEEN

**NST HOUSING DEVELOPMENT PRIVATE
LIMITED**

.....
VENDOR

AND

.....
..... PURCHASERS

AGREEMENT

MR. S. KHAN,
Advocate
10, Old Post Office Street,
Room No. 8 & 9
Kolkata - 700001.