

**AGREEMENT FOR SALE**

**This Agreement for Sale made on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

**AMONG**

**(1) SRI CHINMOY SAHA** (Pan DEMPS8771F), **(2) SRI SAMBHU NATH SAHA** (PAN – ALLPS7355N), both are S/o – Late Ramesh Chandra Saha, both are residing at 80/1, Main Road East, P.O. & P.S. – New Barrackpore, Dist. – North 24 Parganas, Kolkata – 700131, by Nationality – Indian, by faith – Hindu, by occupation – Business, hereinafter jointly called and referred to as the "**LAND OWNERS**" (which expression shall unless excluded by

or repugnant to the context be deemed to mean and include their legal heirs, executors, administrator, representatives and assigns) of the **ONE PART**.

**AND**

**DVK CONSTRUCTIONS PRIVATE LIMITED (PAN - AAGCD7664N)**

having its office address at 9/12, Lal Bazar, P.O. - GPO, Hare Street,

District - Kolkata, Kolkata - 700001, represented by its Directors **(1)**

**SRI KARAN KOCHAR (PAN - ALMPK8040M, Aadhaar No. 4175**

**5436 0936), (2) SRI KUNAL KOCHAR (PAN - AXWPK6159M,**

**Aadhaar No. 8274 3021 2513), both are S/o - Sri Jagat Kochar,**

both are residing at 82, Ultadanga Main Road, P.O. & P.S. -

Ultadanga, Dist. - North 24 Parganas, Kolkata - 700067, **(3) VISHAL**

**GARG (PAN - ALUPG5460B, Aadhaar No. 8581 2985 1318), S/o -**

Mr. Suresh Kumar Garg, of 138, G.T. Road, P.O. - Howrah South,

P.S. - Howrah, Dist. - Howrah, Pin - 711102, West Bengal, **(4)**

**NEERAJ KUMAR DHANUKA (PAN - AIQPD6586Q, Aadhaar No.**

**227665751978), S/o - Rajendra Prosad Dhanuka, residing at 3b**

Ram Mohan Mallick Garden Lane, Mani Karn Apartment, Opposite

Sale Lake Stadium, Kolkata - 700010, all are by faith - Hindu, by

occupation - Business and by Nationality - Indian, hereinafter called

and referred to as the **DEVELOPER/ PROMOTER** (Which

expression shall unless repugnant to the subject or context be

deemed to include his legal heirs, successor-in-interest, executors,

administrators, representatives and assigns) of the **SECOND PART.**

**AND**

**SRI** \_\_\_\_\_ (PAN - \_\_\_\_\_, Aadhaar No. \_\_\_\_\_), S/o - \_\_\_\_\_, by faith - Hindu, by occupation - \_\_\_\_\_, by Nationality - Indian, residing at \_\_\_\_\_, hereinafter called und referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns ) of the **THIRD PART.**

**DESCRIPTION OF LAND POSSESSED BY CHINMOY SAHA**

**LAND NO. 1**

**WHEREAS** The Government of West Bengal (hereinafter referred to as "The Government") acquired by making a Notification under Section 4 of the West Bengal Land Development and Planning Act, 1948 by making a Declaration being No. 23878-L-Dev. Dated 24<sup>th</sup> November, 1953 under section 6 of the aforesaid Act which was published at page 3908-3909 of the Calcutta Gazettee, Part-I, dated 3<sup>rd</sup> December, 1953, C.S. Plot Nos. as set out in Schedule "A" hereinafter, in Mouza - Masunda, J.L. No. 34 and Aharampur J.L. No. 35, P.S. - Khardah, now Ghola, Dist. - North 24 Parganas measuring more or less 181.27 acres for public purpose viz. for the settlement of immigrants who

had migrated into the State of West Bengal on account of circumstances beyond their control and for the establishment of a model colony for creation of better living conditions.

**AND WHEREAS** possession of the said land with tanks and other watery areas was duly taken under the provision of the said Act, by the Government and title of the said lands, thereupon, vested in the State of West Bengal free from all encumbrances in terms of Section 8(i) (a) of the said Act.

**AND WHEREAS** by an Agreement which was executed by and between the Society and the Government on the 23<sup>rd</sup> November, 1953 (hereinafter referred to as "The said Agreement") the Society agreed to pay to the Government all compensation to the awarded and all costs, charges and expenses payable in respect of the said acquisition and to complete a housing scheme including all works of development as set forth in the scheme within a period of three years from the date on which possession of the said lands would be given to the Society or within such extended period as might be allowed by the Government and the government agreed to do and execute all such acts and deeds as would be necessary and proper, for vesting the said lands in the Society.

**AND WHEREAS** the Government, thereafter, empowered the Society, under Sub-Section (2) of Section 10 of the West Bengal Land Development and Planning Act 1948 to execute at its own cost, a development scheme of the aforesaid lands and to dispose of the said

lands comprised herein as per terms and conditions embodied in the said Agreement.

**AND WHEREAS** the Society completed the said development work in accordance with the layout plan and the terms and conditions of the said Agreement, interalia, by way of executing the development scheme in the said 181.27 acres of land and allotting the plots of land as shown in the development Plan of the said scheme amongst the members of the society who were all refugees from the then Eastern Pakistan (now in Bangladesh), after setting apart 28.40 acres of land out of the land common to Scheme Nos. I and III; of the said development plan to be used for common purpose of Schemes No. I and III.

**AND WHEREAS** the Government approved the total cost of the scheme as well as the price of individual plots at which the Vendor proposed and agreed to allot the plots of respective allottees under their Memo No. 878-L. Dev. dated 18.1.1958 of the Land and Land Revenue Department, Land Development Branch, Government of West Bengal.

**AND WHEREAS** the Co-operatives Homes Ltd., allotted a plot of land measuring area more or less 1 cottahs 14 chittaks to Sri Chimney Saha, Son of Late Ramesh Chandra Saha in the year 18.10.2017 under Mouza - Aharampore, C.S. Dag No. 107, J.L. No. 35, under R.S. Dag No. 1341, L.R. Dag No. 762, L.R. Khatian No. 204 at P.S. Gholia, Hal New Barrackpur, Dist. - North 24 Parganas. Under the

changed circumstances, Kamala Bala Dey, Wife of Late Sibendra Nath Dey has decided to surrender the above property i.e. 1 cottah 14 chittak to Co-operative Homes on 10.10.2017. After that Sri Chinmoy Saha, Son of Late Ramesh Chandra Saha has applied for new allotment of the said land i.e. 1 cottahs, 14 chittaks more or less for consideration on 13.10.2017. After due discussion it was resolved in meeting of Board of Directors Meeting of Co-operative Homes Ltd. on 18.10.2017 have granted for the regularisation as prayed by the above noted member of New Barrackpur Co-op. Homes Ltd. in respect of plot of land measuring 1 cottahs 14 chittaks forever free from all encumbrances, changes, lines and marketable title.

**AND WHEREAS** the Allottee being admitted into membership of the Society vide Plot Holder Regn. No. 3843, Holder Receipt No. 335, Municipal Ward No. 1, allotted a land measuring an area of 1 cottahs 14 chittaks within 100 sq.ft. tin shed structure in L.R. Dag No. 762, L.R. Khatian No. 204, J.L.No. 35 under the Development Scheme - I & II.

**AND WHEREAS** the allottee interest of the Allottee paid to total consideration and/or price of the Rs. 3530/- (Three thousand five hundred thirty) only for the said plot vide Sl. No. 7254.

**AND WHEREAS** the Society in terms of the said Agreement paid a total amount of Rs. 1,35,829.84 (Rupees one lac thirty five thousand eight hundred twenty nine and eighty four paisa) only to the Government on account of compensation in respect of the acquisition

of the said land under the aforesaid Act and all costs, charges and expenses of the proceeding in connection with such acquisition, as per demands made by the Government from time to time.

**AND WHEREAS** in pursuance of the said agreement, the Governor of the State of West Bengal granted, transferred, conveyed and assigned unto the society by an indenture dated 1<sup>st</sup> February, 1996 which was registered with the District Registrar, North 24 Parganas, Barasat on the 8th February, 1996 being Deed No. 970 of 1996 of the said registration office, all the pieces and parcels of land measuring a total area of 181.27 acres in Mouza Aharampur, J.L. No. 35, and Mouza Masunda, J.L. No. 34, New Barrackpur, Dist. North 24 Parganas, contained in C.S. Plot numbers as described in Schedule "A" hereunder and to hold unto the Society absolutely, free of revenue and free from encumbrances the said lands but subject to the terms and conditions contained in the said indenture of Conveyance together with modification made by the Government of West Bengal Land and Land Reforms Department, Land Reforms Branch Notification No. 2705-L. Dev./5D-4/92 dated 9th April, 1997 as published in the Calcutta Gazette Extraordinary Part-I dated the 10th April, 1997 forming part of the said Deed.

And said Chinmoy Saha, S/o - Late Ramesh Chandra Saha purchased the said land measuring about 01 Cottah 14 Chittacks at Mouza - Aharampore, J.L. No. 35, L.R. Dag No. 762, L.R. Khatian No. 204, under P.S. - Ghola Hal New Barrackpore through a registered

Deed of Conveyance being No. 7738 dated 20<sup>th</sup> November 2017, registered in the office of D.S.R. – I, North 24 Parganas, recorded in Book No. I, Volume No. 1501-2017, Page from 160749 to 160777 from New Barrackpore Co-operative Society Homes Ltd. (formerly New Barrackpore Co-operative Colony Society Ltd.) represented by Sri Nirmal Kumar Basu, S/o – Late Upendra Nath Bose (Chairman) and Sri Sitangshu Sekhar Guha, S/o- Late Prafulla Chandra Guha (Secretary) and he has duly recorded his name in L.R. Record of Rights in L.R. Khatian No. 1992 and also Mutate his name in New Barrackpore Municipal Holding No. 11, Ward No. 1 and has been possessing and enjoying the same by paying rent and taxes to the concerned authority.

**LAND NO. 2**

**WHEREAS** the said Chinmoy Saha, S/o – Late Ramesh Chandra Saha also purchased all that piece and parcel of Bastu land measuring an area of **05 Decimals**, be the same a little more or less, alongwith 100 Sq.ft. RT Shed erected thereon, comprising in Sabek Dag No. 107, corresponding to R.S. Dag No. 1341, corresponding to L.R. Dag Nos. 761 (03 Decimals) and 762 (02 Decimals), under Sabek Khatian No. 28, corresponding to L.R. Khatian Nos. 1915 (recorded in the name of Durga Das), lying and situated at MOUZA - AHARAMPUR, J.L. No. 35, Re. Sa. No. 97, Touzi No. 1158, P.S. - Ghola now New Barrackpur, within the local limits of New Barrackpur Municipality, under Ward No. 1, being Holding No. 11/1,



A.D.S.R.O. - Barrackpore now Sodepur, District - North 24 Parganas, through a registered Deed of Conveyance being No. 3910 dated 04-06-2018, registered in the office of D.S.R. – I, North 24 Parganas, recorded in Book No. I, Volume No. 1501-2018, Pages from 106096 to 106127 and he has duly recorded his name in L.R. Record of Rights in L.R. Khatian No. 1992 and also Mutate his name in New Barrackpore Municipal Holding No. 11/1, Ward No. 1 and has been possessing and enjoying the same by paying rent and taxes to the concerned authority.

**AND WHEREAS** by way of said two Deed of Conveyance said Chinmoy Saha became the owner of total 8.1 decimals of land out of which 5.1 decimals of land in Dag No. 762 and 03 decimals of land in L.R. Dag No. 761 and has been possessing and enjoying the same.

***DESCRIPTION OF LAND POSSESSED BY SAMBHU NATH SAHA***

**WHEREAS** The Government of West Bengal (hereinafter referred to as “The Government”) acquired by making a Notification under Section 4 of the West Bengal Land Development and Planning Act, 1948 by making a Declaration being No. 23878-L-Dev. Dated 24<sup>th</sup> November, 1953 under section 6 of the aforesaid Act which was published at page 3908-3909 of the Calcutta Gazettee, Part-I, dated 3<sup>rd</sup> December, 1953, C.S. Plot Nos. as set out in Schedule “A” hereinafter, in Mouza – Masunda, J.L. No. 34 and Aharampur J.L. No. 35, P.S. – Khardah, now Ghola, Dist. – North 24 Parganas measuring more or less 181.27 acres for public purpose viz. for the settlement of immigrants who

had migrated into the State of West Bengal on account of circumstances beyond their control and for the establishment of a model colony for creation of better living conditions.

**AND WHEREAS** possession of the said land with tanks and other watery areas was duly taken under the provision of the said Act, by the Government and title of the said lands, thereupon, vested in the State of West Bengal free from all encumbrances in terms of Section 8(i) (a) of the said Act.

**AND WHEREAS** by an Agreement which was executed by and between the Society and the Government on the 23<sup>rd</sup> November, 1953 (hereinafter referred to as "The said Agreement") the Society agreed to pay to the Government all compensation to the awarded and all costs, charges and expenses payable in respect of the said acquisition and to complete a housing scheme including all works of development as set forth in the scheme within a period of three years from the date on which possession of the said lands would be given to the Society or within such extended period as might be allowed by the Government and the government agreed to do and execute all such acts and deeds as would be necessary and proper, for vesting the said lands in the Society.

**AND WHEREAS** the Government, thereafter, empowered the Society, under Sub-Section (2) of Section 10 of the West Bengal Land Development and Planning Act 1948 to execute at its own cost, a development scheme of the aforesaid lands and to dispose of the said

lands comprised herein as per terms and conditions embodied in the said Agreement.

**AND WHEREAS** the Society completed the said development work in accordance with the layout plan and the terms and conditions of the said Agreement, interalia, by way of executing the development scheme in the said 181.27 acres of land and allotting the plots of land as shown in the development Plan of the said scheme amongst the members of the society who were all refugees from the then Eastern Pakistan (now in Bangladesh), after setting apart 28.40 acres of land out of the land common to Scheme Nos. I and III; of the said development plan to be used for common purpose of Schemes No. I and III.

**AND WHEREAS** the Government approved the total cost of the scheme as well as the price of individual plots at which the Vendor proposed and agreed to allot the plots of respective allottees under their Memo No. 878-L. Dev. dated 18.1.1958 of the Land and Land Revenue Department, Land Development Branch, Government of West Bengal.

**AND WHEREAS** the Co-operatives Homes Ltd., allotted a plot of land measuring area more or less 5 cottahs to Smt. Kamala Bala Dey, Wife of Late Sibendranath Dey in the year 11-06-1953. Under the changed circumstances Smt. Kamala Bala Dey, Wife of Late Sibendra Nath Dey has decided to surrender the above property i.e. 05 Cottahs to his New Barrackpore Co-operative Homes Ltd. on 10-10-2017. After

that Sri Sambhu Nath Saha, S/o – Late Ramesh Chandra Saha has applied for new allotment of the said plot of land measuring about 05 Cottahs for consideration on 13-10-2017 under Mouza – Aharampore, C.S. Dag No. 107, J.L. No. 35, under R.S. Dag No. 1341, L.R. Dag No. 761 & 762, L.R. Khatian No. 204 at P.S. – Ghola, hal New Barrackpore, Dist. – North 24 Parganas, Co-operative Ward No. 5, vide allotment register No. 336, Plot Holder Regn. No. 3842 at Municipal Ward No. 1, Holding No. 10.

After due discussion it was resolved in meeting of Board of Directors Meeting of Co-operative Homes Ltd. on 18.10.2017 have granted for the regularization as prayed by the above noted member of New Barrackpur Co-op. Homes Ltd. in respect of plot of land measuring 5 cottahs forever free from all encumbrances, changes, lines and marketable title.

**AND WHEREAS** the Allottee being admitted into membership of the Society vide Plot Holder Regn. No. 3842, Holder Receipt No. 336, Municipal Ward No. 1, allotted a land measuring an area of 5 cottahs within 500 sq.ft. pucca building structure in L.R. Dag No. 761, L.R. Khatian No. 204, J.L.No. 35 under the Development Scheme - I & II.

**AND WHEREAS** the allottee interest of the Allottee paid to total consideration and/or price of the Rs. 8660/- (Eight thousand eight hundred sixty) only for the said plot vide Sl. No. 7250.

**AND WHEREAS** the Society in terms of the said Agreement paid a total amount of Rs. 1,35,829.84 (Rupees one lac thirty five thousand eight hundred twenty nine and eighty four paisa) only to the Government on account of compensation in respect of the acquisition of the said land under the aforesaid Act and all costs, charges and expenses of the proceeding in connection with such acquisition, as per demands made by the Government from time to time.

**AND WHEREAS** in pursuance of the said agreement, the Governor of the State of West Bengal granted, transferred, conveyed and assigned unto the society by an indenture dated 1<sup>st</sup> February, 1996 which was registered with the District Registrar, North 24 Parganas, Barasat on the 8th February, 1996 being Deed No. 970 of 1996 of the said registration office, all the pieces and parcels of land measuring a total area of 181.27 acres in Mouza - Aharampur, J.L. No. 35, and Mouza - Masunda, J.L. No. 34, New Barrackpur, Dist. North 24 Parganas, contained in C.S. Plot numbers and to hold unto the Society absolutely, free of revenue and free from encumbrances the said lands but subject to the terms and conditions contained in the said indenture of Conveyance together with modification made by the Government of West Bengal Land and Land Reforms Department, Land Reforms Branch Notification No. 2705-L. Dev./5D-4/92 dated 9th April, 1997 as published in the Calcutta Gazette Extraordinary Part-I dated the 10th April, 1997 forming part of the said Deed.

And said Sambhunath Saha, S/o- Late Ramesh Chandra Saha purchased the said land measuring about 05 Cottah at Mouza – Aharampore, J.L. No. 35, L.R. Dag No. 761 land 2 Cottahs 8 Chittacks and L.R. Dag No. 762 land measuring about 02 Cottahs 08 Chittacks, L.R. Khatian No. 204, under P.S. – Ghola Hal New Barrackpore through a registered Deed of Conveyance being No. 7739 dated 20<sup>th</sup> November 2017, registered in the office of D.S.R. – I, North 24 Parganas, recorded in Book No. I, Volume No. 1501-2017, Page from 161063 to 161092 from New Barrackpore Co-operative Society Homes Ltd. (formerly New Barrackpore Co-operative Colony Society Ltd.) represented by Sri Nirmal Kumar Basu, S/o – Late Upendra Nath Bose (Chairman) and Sri Sitangshu Sekhar Guha, S/o- Late Prafulla Chandra Guha (Secretary) and he has duly recorded his name in L.R. Record of Rights in L.R. Khatian No. 1979 and also Mutate his name in New Barrackpore Municipal Holding No. 10, Ward No. 1 has been possessing and enjoying the same by paying rent and taxes to the concerned authority.

**AND WHEREAS** the Owners herein expressed their desire to develop the said land by constructing a multi-storied building (G+4) thereupon but due to lack of financial capacity as well as no experience in construction work, they approached the Developer to develop the said land by constructing a proposed multi storied building (G+4) thereupon at the cost and expenses of the Developer.

**AND WHEREAS** the Developer has agreed to the proposal made by the Owner hereto to develop the land by way of making construction of a multistoried building as per plan sanctioned from the New Barrackpore Municipality.

**AND WHEREAS** upon consideration of the said proposal of the Developer and for the purpose of development of the said property, the Vendors therein being the Land Owners entered into a development agreement with the Developer on the \_\_\_\_\_ which was registered before the D.S.R. I, North 24 Pgs, Barasat, being Deed No. \_\_\_\_\_, recorded in Book No. I, Volume No. \_\_\_\_\_, Pages from \_\_\_\_\_ to \_\_\_\_\_ containing several terms and conditions contained therein and thereafter the Land Owners/Vendors also executed and registered a general power of attorney on \_\_\_\_\_, which was registered before the D.S.R. -I, North 24 Pgs, Barasat, being Deed No. \_\_\_\_\_, recorded in Book No. I, CD Volume No. \_\_\_\_\_, Pages from \_\_\_\_\_ to \_\_\_\_\_ to that effect in favour of the Developer therein.

**AND WHEREAS** by the said development agreement the Land Owners/Vendors conferred upon the Developer the authority to construct and complete a new four storied building upon the said property on the basis of the said plan sanctioned by the concerned authority of the said New Barrackpore Municipality on \_\_\_\_\_ vide Plan No. \_\_\_\_\_.

**AND WHEREAS** the Developer herein duly constructed a new R.C.C. framed super structure brick built four storied building upon the said property consisting of several self contained residential flats/units, shops, Flat, staircase with other common areas, spaces, parts, amenities and facilities relating thereto, herein after referred to as the "Said Building".

**AND WHEREAS** being in need of money the Developer has decided to sell one Flat being No. \_\_\_\_ on the \_\_\_\_ Floor, \_\_\_\_\_side measuring super built up area \_\_\_\_ sq. ft. more or less along with electric and water facility, morefully described in the Second Schedule hereunder written and the Purchaser herein upon knowing the intention of the Developer, the Purchaser agree to purchase the said Flat particularly mentioned and described in the second schedule hereunder as an absolute estate free from all encumbrances, attachments, charges and other claims and demands with a consideration of **Rs.** \_\_\_\_\_ **only** subject to the terms and conditions hereunder contained.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS AND IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :**

1. The Developer agree to sale and the Purchaser agree to purchase the said Flat being No. \_\_\_\_ on the \_\_\_\_ Floor, \_\_\_\_\_side measuring super built up area \_\_\_\_ sq. ft. more or less,



described in the Second Schedule hereunder written as an absolute estate or an estate equivalent thereto subject to a good and marketable title being made in respect thereof and the property being found free from all encumbrances, attachments, liens, charges and other claims and demands at or for the total consideration money of **Rs.** \_\_\_\_\_ **only** subject to the terms and conditions hereunder contained.

2. This PURCHASER will pay **Rs.** \_\_\_\_\_ only through Cheque of \_\_\_\_\_ Bank being Cheque No. \_\_\_\_\_ dated \_\_\_\_\_, as an advance money and also pay the rest amount of Rs. \_\_\_\_\_ only within \_\_\_\_\_ months from the date of execution of this Sale Agreement at the time of execution of Deed of Conveyance.
3. That the Developer will be bound to pay up-to-date municipal tax, electric and maintenance charges to the competent authority prior to the completion of deed of conveyance based upon this Agreement for Sale. And Developer will complete the deal within \_\_\_\_\_ months from the date of completion of this agreement and the Purchaser also satisfied the Vendor about the right and title of the Flat and execute this agreement.
4. The Vendor herein covenant to complete the Sale transaction in favour of the Purchaser without fail.

5. It is agreed by and between the parties that all expenses towards stamp duty and registration charges shall be borne by the Purchaser only.
6. The SELLERS confirm with the PURCHASER that they have not entered into any agreement for sale, mortgage or exchange whatsoever with any other person relating to the Second Schedule Flat of this Agreement.
7. The SELLERS hereby assure the PURCHASER that they have absolute power to convey the same and there are no encumbrances, liens, charges, Government dues, attachments, acquisition, or requisition, proceedings etc.
8. The SELLERS agree to put the PURCHASER in absolute and vacant possession of the schedule Flat after executing the sale deed and registering the same in the jurisdictional Registrar's office.
9. The SELLERS covenant with the PURCHASER that they will not do any act, deed or thing creating any charge, lien or encumbrance in respect of the schedule Flat during the subsistence of this Agreement.
10. The SELLERS have specifically agreed and covenant with the PURCHASER that they will do all acts, deeds and things which are necessary and requisite to convey absolute and marketable

title in respect of the schedule Flat in favour of the PURCHASER.

11. The PURCHASER will have the right to nominate or assign his right under this agreement to any person / persons of his choice and the SELLERS will execute the Sale Deed as per terms and conditions of this Agreement in favour of the PURCHASER or his nominee or assignee after pay the balance consideration money to him.
12. It is agreed by and between the parties that if in future in continuation of the tenure of this covenant, in absence of the Developer the compliance of the instant Agreement should be executed in all respect in toto by his legal heirs and successors within the stipulated period and on the other hand it is also agreed by and between the parties that if in future in continuation of the tenure of this covenant, in absence of the Purchaser/Third Party, the compliances of the instant agreement should be executed in all respect in toto by its representatives within the stipulated period.
13. It is hereby expressly provided and agreed by the parties here to that both parties are entitled to enforce specific provisions of the agreement against each other in case of breach of any conditions mentioned in this Agreement.
14. If the Sellers fail to comply with any of the conditions of this agreement, Seller will be liable to refund the amount given by the Purchaser, and on the other hand if the Purchaser fails to comply with any of the conditions of this agreement, then the agreement stands null and void and the Sellers refund the amount to the Purchaser.

15. Any dispute or differences which may arise by and between the parties hereof with regards to construction meaning and/or effect the provision of the present agreement or any part thereof relating to the respective rights, duties and obligations of the parties, shall be referred to Arbitration with the meaning of the “Arbitration and Conciliation Act, 1996 including it’s statutory modification and re-enactment”.

**FIRST SCHEDULE REFERRED TO ABOVE**

**(DESCRIPTION OF LAND)**

**ALL THAT** piece and parcel of land measuring about **10 Cottahs** more or less lying and situated at **Mouza- Aharampore**, J.L. No. 35, Re. Sa. No. 97, Touzi No. 1158, C.S. Plot No. 107, R.S. Dag No. 1341, corresponding to L.R. Dag No. 761, L.R. Khatian No. 1979 land measuring about 2 Cottahs 02 Chittacks and L.R. Dag No. 761, L.R. Khatian No. 1992, land measuring about 02 Cottahs 03 Chittacks and L.R. Dag No. 762, L.R. Khatian No. 1979, land measuring about 2 Cottahs 13 Chittacks and L.R. Dag No. 762, L.R. Khatian No. 1992 land measuring about 02 Cottahs 14 Chittacks i.e. in total land measuring about 10 Cottahs in **L.R. Dag No. 761 & 762, L.R. Khatian No. 1979, 1992**, under Police Station New Barrackpore, and Additional District Sub-Registry Office at Sodepur in the District of North 24 Parganas within New Barrackpore Municipality, under Ward No.- 1,  **Holding No.- 10, Hari Pada Biswas Sarani**, which is butted and bounded as follows :-

On the North : Municipal Road.

On the South : Other’s Plot.

On the East : Cannel.

On the West : Hari Pada Biswas Sarani.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(DESCRIPTION OF FLAT)**

**ALL THAT** self contained Flat being No. \_\_\_ on the \_\_\_ **Floor**, \_\_\_\_\_side of the aforesaid building, admeasuring super built up area \_\_\_ **sq. ft.** more or less together with undivided, undemarcated proportionate share, interest and ownership in the land of the said municipal holding no. **Holding No.- 10, Hari Pada Biswas Sarani** upon which the said multi storied building has been erected including electrical wirings, water tab lines and all fixtures and fittings, doors and windows fitted in the said flat together with right of easements of all other common areas, spaces, parts, amenities and facilities connected and/or related to the said building and to the said property as described in the Third Schedule below provided to pay and/or bear proportionate maintenance cost as described in the Fourth Schedule below according to their shares.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Being the "Common Areas & common Facilities")**

- (a) The land comprised in the said Municipal **Holding No.- 10, Hari Pada Biswas Sarani**, Kolkata - 700131 as described in the First Schedule above.

(b) The open space around the building and spaces within the building comprised of the entrance and exit thereto, staircase, landing in each floor and also the tap roof.

(c) The foundation columns girders beams support main walls, the main gate of the premises and the common passage, landings in the building and the staircase leading from ground floor to roof.

(d) The installation for common services such as the drainage/sewerage system in the premises, water supply arrangements in the premises and electric connections to the premises.

(e) Over head water tank on the roof of the building, deep bore well, water pump, motor, pipes, ducts, septic tank and all other apparatus and installations in the building to be used as common with other owners in the building.

(f) All other areas, spaces, parts, facilities and amenities in the premises and/or the building, which are intended for common use.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(BEING THE "PROPORTIONATE MAINTENANCE COST")**

(i) The expenses of maintaining repairing reconstructing and removing the main structure and in particular thereof drainage system/ sewerage system, rain water discharges, arrangement for

supply of electricity and water in the premises and all common areas contained in the schedule hereinabove.

(ii) The cost of cleaning and lighting the entrance of the building, the passage and spaces around the building lobby, corridors, staircase etc.

(iii) The cost of repairing and redecorating the exterior of the building and the premises.

(iv) The cost of working and maintenance and replacing of pumps and other common service charges and all other amount assessed against the said building and the said premises by the Association of the Apartment Owners.

(v) All expenses of common services and in connection with common areas and facilities.

(vi) Premium for insurance of the premises including the new building thereto against earth quake and fire etc. if any.

(vii) Such other recurring expenses as are necessary for or incidental to the said maintenance and upkeep for the premises and/or building and/or the common areas, facilities and amenities.

**IN WITNESS WHERE OF THE PARTIES** here to have said & subscribed their respective hands & seals on the day, month & year 1st above written.

**WITNESSES :**

- 1.
- 2.

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(SIGNATURE OF THE VENDORS)

**DRAFTED BY ME :-**

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SIGNATURE OF THE DEVELOPER

**ADVOCATE  
DISTRICT JUDGES' COURT  
BARASAT**

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(SIGNATURE OF THE PURCHASER)

**TYPED BY :-**

**SUBRATA SAHA**