

AGREEMENT FOR SALE

THIS DEED OF CONVEYANCE is made on this the _____ day of-----, **2020 AMONGST (1) SRI AMITAVA MUKERJI** (PAN NO.CQNPM1861J) son of Late Satya Nirranjan Mukerji, by faith-Hindu, by occupation-Retired Person, Nationality-Indian, residing at 20/12/2/2A, Iswar Ganguly Street, P.O. & P.S.-Kalighat, Kolkata-700026, presently residing at 115, Lesdon Avenue Cranbourne-3977 Victoria, Australia, hereby represented through its lawful attorney Mr. Sudipto Panda, son of Late D.K. Panda, residing at 200/E, S.P. Mukherjee Road, Kolkata-700026,

(2) **SMT. MANJU MUKERJI** (ADHAR NO.297698604931) wife of Late Debabrata Mukerji, by faith-Hindu, by occupation-Housewife, Nationality-Indian, residing at present at 200/E, S.P. Mukherjee Road, P.O.-Kalighat, P.S.-Tollygunge, Kolkata-700026, formerly residing at 11, Ratan Babu Road, P.O.-& P.S.-Cossipore, Kolkata-700002, (3) **SMT. MAHASWETA PANDA**, (PAN NO.AQZPP2253K) wife of Sri Sudipto Panda, by faith-Hindu, by occupation-Service, Nationality-Indian, residing at 200/E, S.P. Mukherjee Road, P.O.-Kalighat, P.S.-Tollygunge, Kolkata-700026, (4) **SRI SOMBUDDHA MUKHERJEE** (PAN NO.AJDPM4764H) Son of Late Satya Kinkar Mukerji, by faith-Hindu, by occupation-Retired Person, Nationality-Indian, residing at 11, Ratan Babu Road, P.O. & P.S.-Cossipore, Kolkata-700002, (5) **SMT. GOPA MUKHERJEE** (PAN NO. AEXPM7446K) wife of Late Bodhisatya Mukerji, by faith-Hindu, by occupation-Housewife, Nationality-Indian, residing at present at A-4, Flat-B, 35, Lawrence Street, Uttarpara, Kotrang, P.O.-P.S.-Uttarpara, District-Hooghly, Pin-712258, formerly residing at 11, Ratan Babu Road, P.O. & P.S.-Cossipore, Kolkata-700002, hereinafter collectively referred to as the "**LANDOWNERS**", The Land owners under Sl. No. 2 to 5 herein above are hereby represented through their lawful Attorney Sri Tarak Nath Shaw son of late Panchu gopal Shaw. residing at 156/2, A.P.C. Road. P.s. – Burtolla, Kolkata – 700006. (which term shall unless excluded by and/or repugnant to the context shall deem to include **their** legal heirs, heiresses, representatives, executors, administrators and/or assigns) of the **FIRST PART**.

-AND-

M/S. TIRUPATI BALAJI CONSTRUCTION, (PAN NO.AAKFT7290B) a partnership firm, having its office at 157/A, A.P.C. Road, Kolkata – 700006, represented by its partners (1) **SRI TARAK NATH SHAW**

(PAN NO.-AXBPS7044J) son of Late Panchu Gopal Shaw, **(2) SRI SURAJ KUMAR SHAW** (PAN NO.ASCPS1805M) son of Sri Tarak Nath Shaw, **(3) SRI MANISH KUMAR SHAW** (PAN No.BDIPS7808E) son of Sri Tarak Nath Shaw, all are by faith-Hindu, by occupation-Business, and are residing at 156/2, Acharya Prafulla Chandra Road, Police Station-Burtolla, Kolkata- 700006, hereinafter referred to as the **DEVELOPER/CONFIRMING PARTY** (which term and expression shall unless excluded by or repugnant to the subject or context shall deem to mean and include **their** heirs, executors, successors, successors-in-interest, administrators, legal representatives and/or assigns) of the **SECOND PART**.

-AND-

SRI/SMT. _____ (PAN NO _____), (AADHAAR NO _____), Son/Daughter of Late/Sri _____ by faith - _____, by occupation _____, residing at _____

herein after referred to as the **PURCHASER** (Which term shall unless excluded by and/or repugnant to the context shall deem to mean and include his/her legal heirs, heiresses, representative, executors, administrators and/or assigns) of the **THIRD PART**

WHEREAS one **Sateyendra Krishna Basu, Jatindra Krishna Basu** and **Taralini Dassi**, were the joint Owners of ALL THAT the piece and parcel of a land measuring about **9, Cottahas** together with a two storied building standing thereupon the said land comprised in land Holding No.77 & 78A, old Holding No.10, Touzi No.2833/1298, Division-I, Sub-division-IV, within Mouza and P.S.-Cossipore, Dihi Panchanna Gram, Sub-Registry office-Cossipore, District-24, Parganas

now under District-24, Parganas North, within the limit of KMC Ward No.-1, being premises No.-11, Ratan Babu Road, P.S.-Cossipore, Kolkata-700002.

AND WHEREAS the said **Jatindra Krishna Basu** and others vide a registered Deed of sale dated 29-11-1910, sold the said land and building to one Ganesh Chandra Dey Ghatak and his two brothers both are the sons of Late Biharilal Dey of 151, Raja Deinendra Street, P.S.-Manicktala, District-24, Parganas, Kolkata – 700006.

AND WHEREAS said **Ganesh Chandra Dey Ghatak** and his two brothers in the year 1928, by virtue of an order of partition Suit being suit No.77 of 1928, dated 20-04-1928, got division of their said land, whereby said **Ganesh Chandra Dey Ghatak** have allotted and became the sole Owner of the property consisting of **9 Cottahas** bastu land and the two storied structure standing thereupon with all other easement rights morefully described in the **SCHEDULE** written herein below, known by Premises No.11, Ratan Babu Road, within Ward No.1, of Kolkata Municipal Corporation, and seized and possessed of the same peaceably and quietly upon mutating his name in the records of the Kolkata Municipal Corporation as its absolute Owner and lately let out his said property to one Rai Saheb Mahendra Nath Mukhopadhyay on monthly rental basis.

AND WHEREAS said **Ganesh Chandra Dey Ghatak** thereafter sold and transferred his said property and premises unto and in favour of his said tenant said Rai Saheb Mahendra Nath Mukhopadhyay, vide a registered Deed of sale registered at the office of the Sub-Registrar, at Cossipore, Dum Dum, District-24, Parganas now 24-Parganas North, registered in Book No.1, Volume No.16, Pages from 243 to 247, Being

No.905 for the year 1933, and by virtue of the said deed of conveyance said Rai Saheb Mahendra Nath Mukhopadhyay became the absolute Owner of the said property and premises 11, Ratan Babu Road, Kolkata-700002.

AND WHEREAS the said Rai Saheb Mahendra Nath Mukhopadhyay while seized and possessed of his said property free from all encumbrances died intestate in November 1948 prior to enactment of Hindu Succession Act, leaving behind him surviving his four sons namely Satya Sadan Mukhopadhyay, Satya Brata Mukhopadhyay, Satya Kinkar Mukhopadhyay and Satya Nirajan Mukhopadhyay and two daughters Satyabati and Satyashila and on his demise the said property devolves only upon his above mentioned four sons as per Hindu Law of inheritance and each of his said four sons became the joint Owners in respect of their undivided 1/4th share in the said property and premises 11, Ratan Babu Road. Kolkata – 700002.

AND WHEREAS said **Satya Sadan Mukhopadhyay** thereafter died intestate on 11-11-1954 prior to enactment of Hindu Succession Act, leaving behind him surviving his only daughter Jogamaya Mukhopadhyay and only son Sidhartha Mukhopadhyay but Jogamaya Mukhopadhyay did not get any share in the said property since Satya Sadan Mukhopadhyay expired much before 1955.

AND WHEREAS said **Satya Brata Mukhopadhyay** being lifelong bachelor renounced the material world becoming a Sannyasi in the year 1939 leaving his share to the rest of his two sisters and brothers.

AND WHEREAS the said **Satya Kinkar Mukhopadhyay** alias Mukherji also died intestate on 24-01-1978, leaving behind him

surviving his two sons namely Bodhisatya Mukhopadhyay and Sombuddha Mukhopadhyay as his legal heirs and on his demise his undivided share in the said property devolves upon his said two sons in equal share.

AND WHEREAS said **Satya Niranjan Mukhopadhyay** alias Mukherji also died Intestate in October, 1947, leaving behind him surviving his two sons namely Debabrata Mukherji and Amitava Mukherji as his legal heirs and on his demise his share in the said property devolves upon his said two sons in equal share.

AND WHEREAS said Bodhisatya Mukherji also died intestate on 20-07-1980, leaving behind him surviving his wife Smt. Gopa Mukherji and his son Subbrata Mukherji as his only legal heir.

AND WHEREAS said Subabrata Mukherji being bachelor died on 19-09-1990, leaving him surviving his mother said Smt. Gopa Mukherji upon whom all his undivided 50% share which he derived upon death of his father said Bodhisatya Mukherji, automatically devolved as per Hindu law of inheritance.

AND WHEREAS said Debabrata Mukherji also died Intestate on 02-12-2005, leaving behind him surviving his wife Smt. Manju Mukherji and his daughter Smt. Mahasweta Panda as his legal heiresses upon whom all his estate including his undivided share as in the said property and premises automatically devolved upon them in equal share.

AND WHEREAS said **Sri Amitava Mukherji, Smt. Manju Mukherji** and **Smt. Mahasweta Panda** on one hand and **Sri Sombudha**

Mukherji and Smt. Gopa Mukherji become the joint Owners in respect of their respective shares as in the said property and premises and while they jointly seized and possessed of the in said property and premises 11, Ratan Babu Road, Kolkata-700002, free from all encumbrances they intended to get their said property developed by constructing of a multi storied building consisting of several self-contained flats/units through a reputed Developer and in accordance with their said desire the Owners thus contacted with an expert Developer of their locality known in the name **M/S. TIRUPATI BALAJI CONSTRUCTION**, a partnership firm, having its office at 157/A, A.P.C. Road, Kolkata – 700006, represented by its partners **(1) SRI TARAK NATH SHAW** son of Late Panchu Gopal Shaw, **(2) SRI SURAJ KUMAR SHAW** son of Sri Tarak Nath Shaw, **(3) SRI MANISH KUMAR SHAW** son of Sri Tarak Nath Shaw, all are by faith-Hindu, by occupation-Business, and all are residing at 156/2, Acharya Prafulla Chandra Road, Police Station–Burtolla, Kolkata– 700006, to develop their said property and premises more particularly mentioned in **Schedule - A** written hereunder and obtained a sanctioned building plan vide Building Permit No.2017010050, dated 08-11-2007, from the Kolkata Municipal Corporation Building Department in order to construct a G+4, storied building thereupon their said property and premises 11, Ratan Babu Road, Kolkata-700002,.

AND WHEREAS relying upon the representation and assurances of the parties under First part herein this Development Agreement, the Developer said **M/S. TIRUPATI BALAJI CONSTRUCTION**, through its partners agreed to develop the said property of the Owners under First Part herein in accordance with the said sanctioned building plan and also agreed to cause all constructional works at their entire cost and expenses in terms of the statutory Building Rules and Regulation

of the of the KMC.

AND WHEREAS the Owners herein under First Part according to their said desire as to develop and construct building in terms of the said sanctioned building plan upon their said land thus agreed to appoint the said Developer firm **M/S. TIRUPATI BALAJI CONSTRUCTION** as their Developer of their said property and premises.

AND WHEREAS in view of the above the land owners on or about 03.09.2019 by execution and registration of a Development Agreement registered at the office of the ARA- III , KOLKATTA and recorded in book no 1, volume no 1903-2019, Being No – 190305592 for the year 2019 agreed to develop and construct a multistoried building thereupon through their said land thing their said Developer firm M/S TRIPUTI BALAJI CONDTRUCTION subject to the term contained therein the said Development Agreement.

AND WHEREAS in term if the said development agreement the landowners also have executed a registered development power of attorney on the even date 03.09.2019 in favour if the managing partner of the said developer firm Sri Tarak Nath Shaw registered at the office if the ARA III, KOLKATTA , Being no 05598/2019 to enable the Developer to cause all development and constructional work in term if the sanctioned building plan vide plan no – 2017010050 dated 08.11.2017, already obtained from the Kolkata Municipal Corporation.

AND WHEREAS in term of the said registered Development Agreement and registered power of Attorney and in term of the said sanctioned building plan the developer caused construction of a G +4 Storied building at the said land if the land owners.

AND WHEREAS the purchaser herein under third part being interested to purchase of a residential flat at the said project thus contacted with the developer M/S TIRUPARI BALAJI CONSTRUCTION for purchase of a self-contained flat being flat no _____ at _____ floor measuring an area more or less _____ sq. ft. super built up at a for a total construction RS. _____ (Rupees _____) only plus G.S.T. AS application and considering his said offer as fare and marketable the developer agreed sale the said flat free from all encumbrances in favour of the said purchaser entered in to as agreement for sale dated _____ subject to the terms contained in the said agreement for sale of the said flat on which the purchaser also agreed to purchaser the said flat which is exclusively under developers allocation.

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

ARTICE - I

1. DEFINITION:

OWNERS shall mean;

1a. Sri Amitava Mukherji son of Late Satya Niranjan Mukherji;

1b. Smt. Manju Mukherji, daughter of Late Debabrata Mukherji;

1c. Smt. Mahasweta Panda daughter of Late Debabrata Mukherji;

2a. Sri Sombuddha Mukherji, son of Late Satya Kinkar Mukherji;

and

2b. Smt. Gopa Mukherji wife of Late Bodhisatya Mukherji, **all are**

permanent residing of 11, Ratan Babu Road, P.S.-Cossipore, Kolkata-700002;

- The parties under First Part herein shall mean and include their respective legal heirs successors, representatives and/or administrators and assigns.
- **DEVELOPER** shall mean **M/S. TIRUPATI BALAJI CONSTRUCTION**, a partnership firm, having its office at 157/A, A.P.C. Road, Kolkata – 700006, represented by its partners **(1) SRI TARAK NATH SHAW** son of Late Panchu Gopal Shaw, **(2) SRI SURAJ KUMAR SHAW** son of Sri Tarak Nath Shaw, **(3) SRI MANISH KUMAR SHAW** son of Sri Tarak Nath Shaw, all are by faith-Hindu, by occupation-Business, and all are residing at 156/2, Acharya Prafulla Chandra Road, Police Station–Burtolla, Kolkata–700006.
- **THE SAID PROPERTY AND PREMISES** shall mean **ALL THAT** the piece and parcel of a land measuring an area more or less **9 Cottahs**, together two storied building standing thereupon known by Municipal Premises No.11, Ratan Babu Road, P.S.-Cossipore, KMC Ward No.1, Kolkata-700002, lying under Holding No.77 & 78A, old Holding No.10, Touzi No.2833/1298, Division-1, Sub-Division-4, Mouza-Cossipore, Dihi Panchanna Gram, Additional District Sub-Registry office Cossipore Dum Dum, District-24, Parganas North.
- **NEW BUILDING:** shall mean G+4, storied building or buildings to be constructed in accordance with the sanctioned plan vide Building Permit No.2017010050, dated 08-11-2017, sanctioned by the Kolkata Municipal Corporation or any future modification thereof in

respect of the said property.

ALLOCABLE SPACE : shall mean the space in the new building available for independent use and occupation after making due provisions for common facilities and spare required thereof.

- **OWNERS SHARE OR ALLOCATION** shall mean and include 40% of sanctioned area in the premises which shall include built-up area throughout the building from ground floor to top floor out of which four nos. of garages will be provided at the ground floor, the existing temple of His Holiness **Thakur Satyananda Dev** will be kept intact but the same would be renovated and decorated at par with the new building with a dome shaped structure at the top along with Bath-cum-privy, and **one big flat on the fourth floor being Flat No.L**, on the South Eastern side, **three flats comprising the entire 2nd floor**. Any future changes/alterations if be made that will be made and executed by a supplementary agreement specifying the individual allotments, which would be considered and treated as part of this development agreement. If any more floors are constructed later on, by obtaining permission from the Municipal Authority, then in such event the Owners will be entitled to have 40% share on such extra floors, to be constructed later on in the said building, more and above the said G+4 storied building. It is made clear that the Owners are entitled jointly to an area **4300 Sq. ft.** built-up area in lieu of their 40% share in the constructed area of the **G+4** building proposed to be constructed in terms of the said sanctioned building plan but the area allotted to the Owners is more or less **3700 Sq. ft.** built-up area and for the rest **600 Sq. ft.** built-up area more or less will be adjusted and vested to the Developer against payment of **Rs.35,00,000/- only** which the Developer paid

to the Owners and if the Owners may interested to have and to hold their said **600 Sq. ft.** built-up area more or less for their own in that case the Owners shall refund the said amount **Rs.35,00,000/- only** to the named herein said Developer **M/S. TIRUPATI BALAJI CONSTRUCTION**, the party under Second Part herein.

- **DEVELOPER'S ALLOCATION:-** shall mean and include the 60% area of the total sanctioned area in the building consisting of several flats/units/car parking's etc. excepting the area specially allocated to the owners and that would be the consideration flowing from the owners end for developing/promoting the said property into a multi storied building. If any more floor will be constructed later on, if so permitted by the Municipal Authority, then in such event the Developer will be entitled to have 60% share on such extra floor, if be constructed later on in the said building, more and above the said **G+4** storied building, as shown in the sanctioned building plan **Together with** the proportionate undivided right and interest on the open space or vacant land and in respect of the land underneath the said building and the proportionate rights and interest in the common areas and facilities as will be in the said project proposed to be constructed.
- **THE SUPER BUILT-UP AREA** shall mean built up area of the unit together with the proportionate share on the stair case, landings, and passages as well as proportionate undivided share or interest in the land underneath and around the structure which will be calculated straightway of **20%** of the built-up area.
- **COVERED AREA** shall mean and include the built-up/constructed

area in the said property and premises.

- **COMMON FACILITIES AND AMENITIES:** shall mean and include all passages, ways, stairways, lift, corridors, Lobbies, shafts, gates, rainwater pipes, sewerage and drainage pipe lines, underground sewer fittings, fixtures, manholes, pits, gullies, water connection and pipe lines, overhead and underground reservoirs pipe lines, motor pumps, fences and boundary wall, courtyard, CESC supply electric connection and electrical supply to common areas fittings, fixtures, entire exterior walls, boundary walls, garbage vat common driveways and other facilities whatsoever required for the establishment of location enjoyment provision maintenance and management of the affairs of the said building on the said property.
- **ARCHITECT** shall mean such person or persons, confirming all Municipal statutory provision, Rules, Regulations and other statutory provisions who shall be appointed by the Developer/Promoter for designing and planning of the building which also includes supervision during construction of the building, if so, appointed by the Promoter/Developer at their own cost.
- **BUILDING SANCTIONED PLAN:** shall mean and include the plan, already sanctioned vide Building Permit No.2017010050, dated 08-11-2017, by the Kolkata Municipal Corporation in respect of the said property including its modifications, variations, revision, if be made thereto, later on.
- **APARTMENTS:** shall mean and include the individual unit or units in the new building/s available for independent use and occupation

- **ASSOCIATION** shall mean any Association or Registered society that may be framed by the units/flats holders for the common purposes after transfer of all units to the occupiers having such Rules, Regulations and restrictions as may be deemed proper and necessary by the **Owners/Purchasers** but not inconsistent with the provisions and covenants herein contained.
- **MAINTENANCE CHARGES:** shall upon formation of the Association and its taking charge of the acts relating to the common purpose mean and the Association and .till such time the Association is formed and take charge of the acts relating to the common purpose the Developer will have the right to take maintenance charges from the Owners of the flats/car parking spaces as in the said building as would be decided amicably amongst the owners of respective flats and the Developer.
- **COMMENCEMENT:** this agreement shall be deemed to have commenced on and with effect from the date of its execution and registration.

2. SCOPE OF THE AGREEMENT:

- The Developer shall develop and construct the new building in accordance with the sanctioned building plan upon the land of the said premises through the expert architects, L.B.S, Engineers, at the choice of the Developer.
- Nothing in these presents shall be construed as a demise or agreement or conveyance in law by the Owners of the said property and premises or any part thereof to the Developer or as creating

any right title or interest in respect thereof excepting the Developer's right as contained in this Agreement.

3. **ADVOCATE** for the Developer shall mean and include the Association of **Mr. S.N. Panda**, Advocate, High Court at Calcutta having his office at of 6, Old Post Office Street, 3rd Floor, Room No. 75, Kolkata – 700001, and 15, Kartick Bose Lane, Kolkata-700006.

4. **FORCE MAJEURE:**

- The parties hereto under first and second part shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations if prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.

Force Measure shall mean flood, earthquake, war, tempest, suits legal disputes and/or other act or commission beyond the control of the parties hereto.

NOW, THIS AGREEMENT FOR SALE WITNESSETH THAT AND IT IS HEREBY CATEGORICALLY AGREED TO BETWEEN THE PARTIES HEREOF AS FOLLOWS:-

1. That the PURCHASER hereof agrees to acquires and the DEVELOPER hereto duly agree to sell a self-contained residential Flat, being **Flat No.** _____, on the _____ Floor, _____ Side, having super built-up area of _____ **Sq. ft.** more or less

(in which the area more or less _____sq. ft. is within Developer's allocable area and rest_____ ft. is under owners allocation) together with undivided, proportionate and impartible share of land underneath the building which more particularly described in **SCHEDULE - B** written herein below for or at an assessed, settled and agreed consideration price @ **Rs. _____/- only per Sq. ft.** i.e. totaling to a sum of **Rs. _____/- (RUPEES _____ ONLY)** and agree to be payable by the PURCHASER hereof to the Developer herein in terms of the Schedule of Payment so set out in the MEMO written hereunder.

2. That the PURCHASER herein have this _____ day _____ paid to the DEVELOPER herein on or before the execution of these presents a sum of **Rs. _____/- (Rupees _____ only)** by way A/c Payee Cheque of **Rs. _____/- (Rupees _____) only and Rs. _____/- (_____) only** in cash/cheque as advance to the DEVELOPER herein against purchase of the said flat morefully described in Schedule-B, written hereunder (the receipt whereof the DEVELOPER herein thus admit, acknowledge and confirm and of and from the payment of the same and every part thereof upon granting of valid receipts in favour of the PURCHASER herein) and the purchaser also shall agree to pay the balance thereof by way of obtaining a Bank Loan, from any Financial Institution and the same shall be paid to the DEVELOPER directly by the said Creditor Bank or by themselves as the case as per the **PAYMENT SCHEDULE** written hereunder and being part of the Memo of consideration subject to

performance of the obligations by the respective parties in terms of this Agreement for Sale.

3. That it has been specifically represented by the respective parties hereto that the right, possession, authority and interest of the DEVELOPER under second part herein in respect of the said Flat so agreed to be sold hereby in favour of the PURCHASER is free from all encumbrances, charges, liens, lispendents, attachments and acquisition or requisition of any nature whatsoever so as well the right, possession, authority and interest of the owner under First Part herein in respect of the said Flat Furthermore, the DEVELOPER has not yet entered into any Agreement for Sale of the said flat with any other prospective Purchasers/s in any manner whatsoever for sale and/or transfer of the said Flat and agreed to sale the same in favour of the PURCHASER hereto is an unencumbered.
4. That it is also represented by the DEVELOPER and the OWNER that, no person other than the themselves hereto have had any kind of right, title and/or interest relating to the said Flat or any part of portion thereof and if is they only who have good, valid and lawful marketable right, authority and interest in respect of the same so agreed to be sold hereunder unto and in favour of the PURCHASERS hereto.
5. That the DEVELOPER and the OWNER further states that the sale of undivided and proportionate share of land underneath the building and attributable to the said Flat are also free from all encumbrances.
6. That it is specifically agreed to between the Parties hereunder that, the sale of the said Flat by the DEVELOPER and OWNER and due

purchase of the same by the PURCHASER hereof shall necessary to be completed within the agreed period of **1 year (12 months)** or once the sanction of the Financial Assistance is made by the concerned Bank, whichever is earlier and the said time period for all purposes will be treated as the essence of the present Agreement for Sale.

7. That the parties hereunder also declare not to commit any breach of the instant Agreement and shall observe and perform all its terms, covenants and conditions excepting those which have already been performed. The PURCHASERS shall be kept the indemnified against all Third Party claim arising out of the instant Agreement or in respect of the said Flat hereunder agreed upon to be conveyed.
8. That the DEVELOPER and the OWNER during the subsistence's of the instant Agreement for Sale not let out, transfer, assigns, mortgage or alienate the said Flat or any part thereof by transferring the right, title, interest or possession of the DEVELOPER and the OWNERS relating to the same any manner whatsoever in favour of any Third Party, save and except the PURCHASER hereof the same is confirmed by the confirming party herein under Third part.
9. That the settled consideration price and the rate per square feet so fixed hereunder between the parties hereto for sale of the said Flat and referred to in Clause – 1, hereinbefore shall be conclusive and final for all time to come and any increase or decrease in the Market value of the said Flat would however be of no ground for avoiding the Sale and/or Purchase of the same by either of the Parties hereto.

10. That the DEVELOPER hereof categorically undertake that, upon payment of the balance Consideration Price, being the sum of **Rs. _____ /-(Rupees _____) only**, for the said Flat by the PURCHASER to the DEVELOPER shall make, execute and register in favour of the PURCHASER requisite Deed of Conveyance relating to the sale of the said Flat and simultaneously therewith deliver to the PURCHASER the vacant and peaceful possession of the said Flat in free from all encumbrances.
11. That the DEVELOPER hereof categorically also undertake that, upon receipt of the entire payment of the balance consideration price, being the sum of **Rs. _____ /- (Rupees _____) only**, for the sale of the said Flat by the PURCHASERS.
12. It is further amicably agreed by and between the parties herein this agreement that the DEVELOPER and/or their men or agents shall render all their assistance in providing all necessary documents and/or papers required in law by the Purchaser or his Financial Institution to enable the Purchaser to get the said Flat conveyed through their Financial Assistance of such concerned Institution and he also further agrees that any delay or any difficulty in providing such assistance to the said Institution or for any reason on the part of the DEVELOPER, the Financial Assistance is not sanctioned, in such even the PURCHASER shall have the right to cancel this Agreement and the DEVELOPER shall refund the entire advanced sum to the Purchaser herein within one month from the date of cancellation of this agreement.

13. Before registration of the Flat and all time hereafter till delivery of physical vacant possession of the concerned Flat are being given to the PURCHASER, shall remain at risk and arrangement of the DEVELOPER and it will be the DEVELOPER alone who is to be made responsible and liable to bear and pay all Municipal rates and charges relating thereto.
14. That if the PURCHASER hereof fails to make the payment of the balance consideration price in terms of the payment schedule so specified hereunder in such event the DEVELOPER hereof will be at liberty to cancel the present Agreement for Sale upon giving one month's notice in writing to the PURCHASER by registered Post with A/D at the last known address of the PURCHASER or may refund the said advanced sums so paid in advance to the Developer upon deduction of 10% to the Purchaser.
15. In case of cancellation of the instant Agreement at the instance of the DEVELOPER. Then the DEVELOPER shall refund the balance of the advanced amount so paid to them by the PURCHASER upon deduction of 10% of the said advanced sums so received till the date of such cancellation and/or shall have the liberty to enforce specific performance of the said Agreement.
16. That the PURCHASER hereof will have common right and interest of impartible nature over and in respect of the land (so stated clearly in the First Schedule written herein below), common passages, entrance and exit gate, stair case, landing, lobby, lift and shaft, the top roof of the building, sanitary provisions, sewerage line, pump room and electric meter, water line connection, water reservoir on the top roof and on all other common areas, facilities and amenities attached to and available with the Land and Building upon payment of the amount.

amicable settled and agreed and paid by the PURCHASER to the Developer at the time of execution and registration of the Deed of Conveyance to complete the said of the said flat in terms of this agreement to enjoy the same.

17. That PURCHASER hereof from the date of taking delivery of possession of the said Flat will be liable to pay the Monthly maintenance charges inclusive of proportionate share of Municipal rates and taxes until and unless the said Flat become separately assessed in the name of the PURCHASER by the concerned Kolkata Municipal Corporation.
18. That the PURCHASER hereof shall not for any reason whatsoever is entitled to raise objection and/or obstruction to the DEVELOPER in transferring the remaining portion of the said premises and/or other Flats for constructed areas of the said Multi Storied Building unto and in favour of other Purchaser/s save and except the Flat so agreed to be sold hereunder.
19. That the form and the mode of transfer of the concerned Flat including the terms, conditions and covenants of the Deed of Conveyance so to be executed and registered in pursuance hereof shall be drawn by the DEVELOPER'S Advocate Mr. S.N. panda, and be the same shall be settled by the PURCHASER'S Advocate.
20. That the DEVELOPER and the PURCHASER hereto by signing the present Agreement for Sale doth hereunto bind themselves and all their respective legal heirs, executors, attorneys, representatives, nominees and assigns with the terms and conditions of the present Agreement.

21. All disputes/differences between the Parties hereof arising out of the terms and condition of the instant Agreement for Sale shall be adjudicated by the court of law within Kolkata jurisdiction.

SCHEDULE-A. ABOVE REFERRED TO

(Description of the entire property and premises)

ALL THAT the piece and parcel of a land measuring an area more or less **9 Cottahs**, together **G+4** building constructed thereupon having _____ **sq. ft. super built up** area in each floor comprised in at Premises No.11, Ratan Babu Road, P.S.-Cossipore, KMC Ward No.1, Kolkata-700002, lying under Holding No.77 & 78A, old Holding No.10, Touzi No.2833/1298, Division-1, Sub-Division-4, Mouza-Cossipore, Dihi Panchanna Gram, Additional District Sub-Registry office Cossipore Dum Dum, District-24, Parganas North, which is butted and bounded as follows:-

ON THE NORTH :- By Ratan Babu Road, Kolkata-700002;

ON THE EAST :- By Private passage of Patkol;

ON THE SOUTH :- By Boundary of Patkol;

ON THE WEST :- 12, Ratan Babu Road, Kolkata-700002;

SCHEDULE-B, ABOVE REFERRED TO

ALL THAT the piece and parcel of a residential flat being **Flat No.-** _____, on the _____ **Floor**, _____ **Side**, measuring more or less _____ **Sq. ft. super built-up area** as in the said

Premises 11, Ratan Babu Road, p.s.- Cossipore, Kolkata-700002, commonly known as " _____ " (which more particularly delineated in the map attached hereto marked with "Red" border) together with all amenities and facilities thereto the said flat along with the undivided proportionate share on the land underneath the said building more particularly mentioned in Schedule-A, above.

SCHEDULE-C, ABOVE REFERRED TO

(Common areas and amenities)

1. Staircase landings on all the floors and limited user of roof.
2. Generator back-up system and transformer installations.
3. Common passages and lobbies on the ground floor excepting car parking spaces.
4. Water pump, water tank, water pipes and other plumbing installations. Overhead water tank, underground water reservoir.
5. Drainage and sewerage.
6. Electrical wiring meters and fittings (excluding those as are installed for any particular flat).
7. Pump Room.
8. Boundary walls and main gates.
9. Such other common parts areas, equipment, installations, fixtures, fitting and spaces in or about the said building as are necessary for

passage, better use and occupation of the units in common as are specified by the Owners expressly be the common parts after construction of the building but except the covered spaces.

SCHEDULE-D ABOVE REFERRED TO

(Common Expenses)

MAINTENANCE: All costs and expenses of maintaining repairing redecorating and renewing etc. of the main structure and in particular in roof (only to the extent of leakage damp and drainage to the upper floors) gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the said building, and enjoyed or used by the purchaser/occupier in common with other occupiers or serving more than one unit/flat and other saleable at the Housing Complex main entrance, landing and staircase of the said building and enjoyed by the Occupier/Occupiers used by him/them in common as aforesaid etc. The costs of cleaning and lighting the main entrance, passage, landings, staircases and other parts of the Housing Complex so enjoyed or used-by the occupier/purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired condition.

1. **OPERATIONAL:** All expenses for running and operating all machines, equipment's and installations comprised in the common parts and the common portions (including lift, water pump with Deep Tube-well and also the costs of repairing , renovating and replacing the same.
2. **STAFF:** The Salaries and other expenses of the staffs to be employed for the common purposes (e.g. electrification caretaker, plumber, administrative persons, etc.) and other emoluments and benefits.

However the caretaker should be appointed only by mutual consent of Owners and Developer.

3. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Vendor or any agency looking after the common purposes, until handing over the same to the Association.

SCHEDULE-E, ABOVE REFERRED TO

(Fittings and fixtures to be provided in the unit)

- A) GENERAL:** The building shall be constructed with RCC frame in accordance with the plan and drawing prepared by the Architects appointed by the Developer and sanctioned by the Kolkata Municipal Corporation.
- B) UNIT:**
 1. **FLOORING:** Flooring in the room of the Units shall be made Marble or Vitrified Tiles of standard quality.
 2. **WALL:** Inside walls will be finished with putty outside surface on the walls of the building will be painted with cement based weather coat paints.
 3. **DOORS/WINDOWS:** Wooden frame Mush/doors painted with wood primer finish and windows will be finishes with Aluminum Sliding window with Iron grill for the outside windows, in the Owners Allocation.
 4. **TOILETS:** Flooring will be of marble and walls to be cladded with glazed tiles upto 6 feet height. All white sanitary ware of standard

make, exhaust fan, WC in all bathrooms, cistern with angular Cock, 3 hole miser with one shower and one Tap and all standard quality fixtures preferably Jaguar make in all owners allocation.

5. **KITCHEN:-** modular kitchen in the Owners Allocation in addition to granite stone slab for cooking, one appropriate basin, one sink, complimenting such modular kitchen and one exhaust fan including marble tiles fitting of 5: ft. height in the kitchen.
6. **LOFT:** On any bath of Giry **K.C.C.** finish.
7. **DINING HALL:** One basin with a Tap line with Normal water with one Angular Cock and one washing machine point (input & output).
8. **BALCONY:** Iron Grill at Normal height.
9. **BUILDING ENTRANCE:** Iron Collapsible gate.
10. **SANITARY WORK:** Contrast dark colour porcelain fittings.
11. **PAINTING:** Outside portion of the building will be of weather coat snowcem of a branded company preferable Asian Paints or Berger Paints.
12. **PLUMBING WORK:** All concealed plumbing work will be of ISI certified P.V.C Pipe fitting.
13. **ELECTRIC:** Concealed wiring with standard quality Copper Wire preferable (Havels, ISI Certified) as per required points and installation of required numbers of PCBs inside the flat.
14. **WATER:** required number of overhead tanks will be installed for providing 24 hours water supply from Corporation to all flat owners.

MEMO OF CONSIDERATION

RECEIVED from the within named **Developer** the aforementioned sums **Rs. _____ (Rupees _____) only**, as per memo below.

Date	Particulars	Amount
	Total	

(Rupees Thirty Five Lac) only

WITNESSES :

- 1.

- 2.

SIGNATURE OF THE RECIPIENT

SCHEDULE-E.**(Payment Terms)**

1. **Rs. _____/- (Rupees _____) only, i.e. 10% of the total consideration amount at the time of execution of this Agreement.**
2. **Rs. _____/- (Rupees _____) only, i.e. 15% of the total consideration amount within one month from the date execution of this Agreement.**
3. **Rs. _____/- (Rupees _____) only, i.e. 25% of the total consideration amount at the time of completion of super structure to the said flat being flat no._____.**
4. **Rs. _____/- (Rupees _____) only, i.e. 25% of the total consideration amount at the time of completion of brick-built wall and plaster to the said flat being flat no._____.**
5. **Rs. _____/- (Rupees _____) only, i.e. 15% of the total consideration amount upon completion of plumbing, door, window and flooring works to the said flat being flat no._____.**
6. **Rest and Balance amount Rs. _____/- (Rupees _____) only, amounting to the rest 10% of the total consideration at the time of Registration of the flat being flat no._____, intended to be conveyed as per terms of this Agreement, or upon delivery of possession of the subject flat intended to be sold herewith, whichever is earlier.**

IN WITNESS WHEREOF the parties hereto have set **their** respective hands and seals hereunto on this day, month and year first above written.

SIGNED AND DELIVERED BY

1.

1. Sri Sudipta panda

(for and on behalf of said Sri Amitava Mukherjee as his constituted attorney.)

2. Sri Tarak Nath Shaw

(for and on behalf of
 Smt. Manju Mukherjee
 Smt Mahasweta panda
 Sri Sombuddha Mukherjee
 Smt. Gopa Mukherjee
 as their constituted attorney.)

SIGNATURE OF THE OWNERS

1.

2.

3.

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

Drafted by:-

Mr. Sachidananda Panda
 Advocate,
 High Court at Calcutta,
 15, Kartick Bose Lane,
 Kolkata-700006.
 M:9830613796.