

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this the ---- day of
----, -----year (Two Thousand Nineteen) A. D.

BETWEEN

(1)SMT. SAPTAPARNA DAS (PAN - APLPD2481E) (Aadhaar No. – 9678-9034 - 7179), wife of Sri Arnab Kumar Das of 5/12 Sarojinipally, Nabapally, P.S.- Barasat, District- North 24 Parganas,& **(2) SRI SAIBAL DUTTA (PAN – AGAPD6456H) (Aadhaar No. – 2429-3470-3316)**, son of Late Santosh Kumar Dutta, residing at Nabapally, Baluria Colony, P. O. – Nabapally, P. S. – Barasat, District – North 24 Parganas, Kolkata – 700126, both are by faith – Hindu, by Nationality – Indian, by Occupation – Business, hereinafter jointly and collectively referred and called to as the **LAND OWNERS/ VENDORS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

The Owners/ Vendors herein represented by their lawful and constituted attorney **“S. S. ASSOCIATES” (PAN – ADVFS8067P)**, a Partnership firm, having its Trade License, incorporated under the Indian Partnership Act., having its office at 3/A, N.D.P. –I, Sarojinipally, P.O. – Nabapally, P.S. – Barasat in the District of North 24 Parganas, Kolkata – 700126, represented by its partners namely **1)SMT. SAPTAPARNA DAS (PAN No. - APLPD2481E)**, wife of Sri Arnab Kumar Das, residing at 5/12, Sarojini Pally, P.O. - Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata - 700126, **2)SRI SAIBAL DUTTA (PAN – AGAPD6456H)**, son of Late Santosh Kumar Dutta, residing at Nabapally, Baluria Colony, P. O. – Nabapally, P. S. – Barasat, District – North 24 Parganas, Kolkata – 700126, both are by faith – Hindu, by Nationality – Indian, by Occupation – Business,(By a Registered Development Power of Attorney, being No. – 152511889, dated – 20/12/2019, registered with the office of D. S. R. – III, Barasat, North 24 Parganas, copied in Book No. – I, Volume No. – 1525-2019, Pages from 334267 to 334300, being No. – 152511889 for the year 2019).

AND

“S. S. ASSOCIATES” (PAN – ADVFS8067P), a Partnership firm, having its Trade License, incorporated under the Indian Partnership Act., having its office at 3/A, N.D.P. –I, Sarojinipally, P.O. – Nabapally, P.S. – Barasat in the District of North 24 Parganas, Kolkata – 700126, represented by its partners namely **1)SMT.**

SAPTAPARNA DAS (PAN No. - APLPD2481E), wife of Sri Arnab Kumar Das, residing at 5/12, Sarojini Pally, P.O. - Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata - 700126, **2)SRI SAIBAL DUTTA (PAN – AGAPD6456H)**, son of Late Santosh Kumar Dutta, residing at Nabapally, Baluria Colony, P. O. – Nabapally, P. S. – Barasat, District – North 24 Parganas, Kolkata – 700126, both are by faith – Hindu, by Nationality – Indian, by Occupation – Business, hereinafter called and referred to as the **DEVELOPERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

----- (**PAN – -----**), son of -----, by faith – -----, by Nationality – -----, by Occupation -----, residing at -----, P. S. – -----, District – -----, Pin - -----, herein after called and 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 legal heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

WHEREAS Kamala Bala Nandi, wife of Late Kamalesh Chandra Nandi, the predecessor-in-interest of the present Vendors/ Owners herein, become the sole and absolute owner of all that piece and parcel of land measuring an area of 04 Cottah, lying and situated under Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Touzi No. – 146, Pargana – Anowarpur, L. O. P. No. – 137 comprised in C. S. Dag No. – 1606, R. S. Dag No. – 1102, under C. S. & R. S. Khatian No. – 342, within the limit of Barasat Municipality, P. S. – Barasat, A. D. S. R. O. – Kadambagachi in the District of North 24 Parganas, by a Registered Deed of Gift being Gift Deed No. - 818, executed on 12/10/1988 registered on 13/10/1988, executed and registered by Refugee Relief and Rehabilitation Department, Government of West Bengal, and the said Deed was registered with the office of A. D. R., North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – VIII, Pages from 4190 to 4193, being No. – 818 for the year 1988.

AND WHEREAS after becoming the sole and absolute owner of the said 04 Cottah of land said Kamala Bala Nandi got her name duly mutated in the office of local Barasat Municipality, under Ward No. – 3, Holding No. – 412, premises at Shalbagan Road (2 No. Sarani), and she also constructed a one storied building over the said plot of land and she had been possessing and enjoying the same peacefully without interruption of others by paying relevant taxes to the competent authority, free from all encumbrances.

AND WHEREAS thereafter said Kamala Bala Nandi died intestate on 21/11/2004 leaving behind her four sons and three daughters namely Sri Dipak Kumar Nandi, Sri Pradip Kumar Nandi, Sri SankarNandy, Smt. MadhuchhandaHalder (Nandi), Smt. Chhanda Das (Nandi), Smt. Tapasi Dam (Nandi) & Dilip Nandi as her legal heirs and successors to inherit the said 04 Cottahs of land with one storied building, in equal 1/7th share each, left by said deceased Kamala Bala Nandi, with the provisions of Hindu Succession Act., 1956.

AND WHEREAS thereafter said Dilip Nandi died intestate on 10/08/2009 leaving behind his wife Smt. Sadhana Nandi and two sons namely Sri Abhijit Nandi & Sri Prasenjit Nandy as his legal heirs and successors to inherit the undivided 1/7th share of said property, in equal share each, left by said deceased Dilip Nandi with the provisions of Hindu Succession Act., 1956.

AND WHEREAS thus by way of inheritance as depicted above said Sri Dipak Kumar Nandi, Sri Pradip Kumar Nandi, Sri SankarNandy, Smt. Madhuchhanda Halder (Nandi), Smt. Chhanda Das (Nandi), Smt. Sadhana Nandi, Sri Abhijit Nandi, Sri Prasenjit Nandy & Smt. Tapasi Dam (Nandi), become the absolute joint owners of all that piece and parcel of land measuring an area 04 Cottah, be the same a little more or less, along with one storied pucca building measuring an area of 805 sq.ft., more or less, standing thereon, lying and situated under Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Touzi No. – 146, Pargana – Anowarapur, L. O. P. No. – 137 comprised in C. S. Dag No. – 1606, R. S. Dag No. – 1102, under C. S. & R. S. Khatian No. – 342, within the limit of Barasat Municipality, P. S. – Barasat, A. D. S. R. O. – Kadambagachi in the District of North 24 Parganas, and they got their names duly

mutated in the office of local Barasat Municipality under Ward No. - 3, Holding No. -412, Premises at Shalbagan Road (2 No. Sarani) and they jointly, in their respective share each, had been possessing and enjoying the same peacefully without interruption of others by paying relevant taxes to the competent authority.

AND WHEREAS by a Registered Deed of Gift, being No. – 152508439, executed on 24/09/2018 and registered on 26/09/2018, said **SMT. TAPASI DAM**, wife of Sri Chanchal Kumar Dam and daughter of Late Kamalesh Chandra Nandi, gifted **ALL THAT** piece and parcel of undivided BAGAN land (proposed Bastu) measuring an area of 09 Chittaks 6.43 sq.ft. along with part of one storied cemented finished flooring building measuring an area of 115 sq.ft., as her undivided 1/7th share, out of the total land measuring an area of 04 Cottah, be the same a little more or less, along with one storied pucca cemented finished flooring building measuring an area of 805 sq.ft., more or less, standing thereon, lying and situated under Mouza – Noapara, L. O. P. No. – 137 comprised in C. S. Dag No. – 1606, R. S. Dag No. – 1102, under C. S. & R. S. Khatian No. – 342, within the limit of Barasat Municipality, under Ward No. - 3, Holding No. -412, Premises at Shalbagan Road (2 No. Sarani), P. S. – Barasat, A. D. S. R. O. – Kadambagachi in the District of North 24 Parganas, in favour of said Sri Dipak Kumar Nandi, Sri Pradip Kumar Nandi, Sri SankarNandy, Smt. MadhuchhandaHalder (Nandi), Smt. Chhanda Das (Nandi), Smt. Sadhana Nandi, Sri Abhijit Nandi, Sri PrasenjitNandy, the Vendors/ Owners herein, and delivered khas possession in their favour, and the said Deed of Gift was registered with the office of D. S. R. – III, North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2018, Pages from 238588 to 238643, being No. - 152508439 for the year 2018.

AND WHEREAS thus by way of inheritance and by way of gift, as depicted above, said Sri Dipak Kumar Nandi, Sri Pradip Kumar Nandi, Sri SankarNandy, Smt. MadhuchhandaHalder (Nandi), Smt. Chhanda Das (Nandi), Smt. Sadhana Nandi, Sri Abhijit Nandi, Sri PrasenjitNandy, become the absolute joint owners of **ALL THAT** piece and parcel of measuring an area of 04 Cottah, be the same a little more or less, along with one storied pucca cemented finished flooring building measuring

an area of 805 sq.ft., more or less, standing thereon, lying and situated under Mouza – Noapara, L. O. P. No. – 137 comprised in C. S. Dag No. – 1606, R. S. Dag No. – 1102, under C. S. & R. S. Khatian No. – 342, within the limit of Barasat Municipality, P. S. – Barasat, A. D. S. R. O. – Kadambagachi in the District of North 24 Parganas and said Sri Dipak Kumar Nandi, Sri Pradip Kumar Nandi, Sri SankarNandy, Smt. MadhuchhandaHalder (Nandi), Smt. Chhanda Das (Nandi), Smt. Sadhana Nandi, Sri Abhijit Nandi, Sri PrasenjitNandy, jointly seized, possessed and sufficiently entitled to all that piece and parcel of land measuring an area of 08 Chittaks, be the same a little more or less, lying and situated under Mouza – Noapara, L. O. P. No. – 137 comprised in C. S. Dag No. – 1606, R. S. Dag No. – 1102, under C. S. & R. S. Khatian No. – 342, within the limit of Barasat Municipality, P. S. – Barasat, A. D. S. R. O. – Kadambagachi in the District of North 24 Parganas.

AND WHEREAS to establish their (Sri Dipak Kumar Nandi, Sri Pradip Kumar Nandi, Sri Sankar Nandy, Smt. MadhuchhandaHalder (Nandi), Smt. Chhanda Das (Nandi), Smt. Sadhana Nandi, Sri Abhijit Nandi, Sri PrasenjitNandy) peaceful respective possession over the said property and also to avoid future complication and after careful consideration of their physical possession and satisfied about their respective possession and enjoyment of the property, the Concerned B. L.& L. R. O was pleased to record the names of Sri Dipak Kumar Nandi, Sri Pradip Kumar Nandi, Sri SankarNandy, Smt. MadhuchhandaHalder (Nandi), Smt. Chhanda Das (Nandi), Smt. Sadhana Nandi, Sri Abhijit Nandi, Sri PrasenjitNandy, in the previous R. S. Records in respect of said 04 Cottah 08 Chittaks of land of Mouza – Noapara, J. L. No. – 83, L. O. P. No. – 137, and the details are as under :-

Name	R/ No.	R. S. Khatian No.	R. S. Dag No.	Area of Land	Classification of Land
Dipak Kumar Nandi	12/83/2019	342	1102	1.24 Dec.	BASTU
Pradip Kumar Nandi	11/83/2019	342	1102	1.24 Dec.	BASTU

SankarNandy	8/83/2019	342	1102	1.24 Dec.	BASTU
MadhuchhandaHalder (Nandi)	10/83/2019	342	1102	1.24 Dec.	BASTU
Chhanda Das (Nandi)	6/83/2019	342	1102	1.24 Dec.	BASTU
Sadhana Nandi	5/83/2019	342	1102	.42 Dec.	BASTU
Abhijit Nandi	7/83/2019	342	1102	.41 Dec.	BASTU
Prasenjit Nandy	9/83/2019	342	1102	.41 Dec.	BASTU
Total Land – 7.44 Dec. equivalent to 04 Cottah 08 Chittaks (M/L)					

AND said Sri Dipak Kumar Nandi, Sri Pradip Kumar Nandi, Sri SankarNandy, Smt. MadhuchhandaHalder (Nandi), Smt. Chhanda Das (Nandi), Smt. Sadhana Nandi, Sri Abhijit Nandi, Sri PrasenjitNandy, also got their names duly mutated in the office of local Barasat Municipality, under Ward No. – 3, Holding No. – 412, Premises at Shalbagan Road (2 No. Sarani) and jointly had been possessing and enjoying the same peacefully, without interruption of others, free from all encumbrances, charges, liens, mortgages whatsoever.

AND WHEREAS by a Registered Deed of Conveyance, being No. – 152509667, submitted on 21/11/2018 and registered on 22/11/2018, said Sri Dipak Kumar Nandi, Sri Pradip Kumar Nandi, Sri SankarNandy, Smt. MadhuchhandaHalder (Nandi), Smt. Chhanda Das (Nandi), Smt. Sadhana Nandi, Sri Abhijit Nandi, Sri PrasenjitNandy jointly sold, transferred and conveyed all that the said piece and parcel of land measuring an area of 04 (Four) Cottah 08 (Eight) Chittaks, be the same a little more or less, along with one storied pucca cemented finished flooring building measuring an area of 805 sq.ft., more or less, standing thereon, lying and situated under Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Touzi No. – 146, Pargana – Anowarpur, comprised in C. S. Dag No. – 1606, R. S. Dag No. – 1102, under C. S. & R. S. Khatian No. – 342, within the limit of Barasat Municipality, P. S. – Barasat, A. D. S. R. O. – Kadambagachi in the District of North 24 Parganas in favour of **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das & **SRI SAIBAL DUTTA**, son of Late Santosh Kumar Dutta, the Land Owners'/ Vendors herein, and

delivered khas possession in their favour and the said Deed was registered with the office of D. S. R. – III, North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2018, Pages from 273392 to 273457, being No. – 152509667 for the year 2018.

AND WHEREAS after purchasing the said property said **SMT. SAPTAPARNA DAS & SRI SAIBAL DUTTA**, the Land Owners'/ Vendors herein, got their names duly recorded their names in the office of local B. L. & L. R. O., BST – I, and the name of Smt. Saptaparna Das recorded under L. R. Khatian No. – 1719, R. S. & L. R. Dag No. – 1102, Area of Land – 3.71 Decimals, Nature of Land – BASTU (Vide Case No. – 57/2019) & the name of Sri Saibal Dutta recorded under L. R. Khatian No. – 1720, Area of Land – 3.72 Decimals, Nature of Land – BASTU, (Vide Case No. – 58/2019) and they also got their names duly mutated in the office of local Barasat Municipality, under Ward No. – 03, Holding No. – 412, Premises at Shalbagan Road, and they also sanctioned a multi-storied (G + 4) building plan from the local Barasat Municipality, (Vide Sanctioned Serial No. - 1435, dated – 29/06/2019) and they jointly have been possessing and enjoying the same peacefully without interruption of others by paying relevant taxes to the competent authority and the said property is free from all encumbrances, charges, liens, mortgages whatsoever.

AND WHEREAS the Vendors/Owners are now desirous of developing their respective land by constructing multi-storied building (G+4) as per the said building plan sanctioned by the Barasat Municipality but the Owners due to financial stringency, it will neither be practical nor possible for them to develop the said premises by constructing the Multi Storied building (G+4) there at in accordance with the building plan is in the lookout for a responsible and reputable Promoter/Developer/ Builder/Contractor in conjunction with the Owners.

AND WHEREAS with a view to construct a Multi Storied Building (G+4) over the said First schedule of property the Land Owners/ Vendors hereto entered into a Registered Development Agreement, being No. - 152511877, dated –20/12/2019, registered with the office of D. S. R. – III, North 24 Parganas, Barasat, with “**S. S. ASSOCIATES**” , a Partnership firm, having its Trade License, incorporated under the Indian Partnership Act., having its office at 3A, N.D.P. –I, Sarojinipally, P.O. –

Nabapally, P.S. – Barasat in the District of North 24 Parganas, Kolkata – 700126, represented by its partners namely **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, & **SRI SAIBAL DUTTA**, son of Late Santosh Kumar Dutta, the Developer herein, under some terms and conditions embodied therein.

AND WHEREAS the Owners/ Vendors herein also executed and registered a Development General Power of Attorney in favour of the Developer herein, being No. – 152511889, dated – 20/12/2019, registered with the office of D. S. R. – III, Barasat, North 24 Parganas, copied in Book No. – I, Volume No. – 1525-2019, Pages from 334267 to 334300, being No. – 152511889 for the year 2019.

AND WHERE AS in pursuance of the said plan sanctioned by the **Barasat Municipality** the Vendors/ Developer started the construction of the said Multi-Storied (G + 4) Building over the said land, fully mentioned in the First Schedule hereunder written consisting of several flats/shops/garages etc. and has provided a Flat **Being Flat No. – “-----”, measuring a carpet area of more or less ----- q.ft., covered area ----- sq.ft., more or less & super built up area of ----- sq.ft., more or less, and a open car Parking space-“-----”, measuring a covered area of size ---- Sqft.(-----)**, (herein after referred to as the said Flat and Parking) for Sale to the intending Purchaser from the developers allocation wherein the Vendors/Developer will execute the Deed of Conveyance and also the Agreement for Sale who will be entered into the Agreement for sale for the purchase of the said flat in the said building known as "**ANEK APARTMENT**"

AND WHEREAS the Purchaser herein relying on the representation of the Vendors/ Developer as stated herein has agreed to purchase a Flat **Being Flat No. – “-----”, measuring a carpet area of more or less ----- sq.ft., covered area ----- sq.ft., more or less & super built up area of ----- sq.ft., more or less, on the ----- Floor and a open car Parking space-“-----”, measuring a covered area of size ----- Sqft.(-----)**, (herein after referred to as the said Flat and Parking) at or for the total price of -----
----- (-----) only [----- for Flat + ----- /- for open car parking] only and other taxes like service tax, Gst. etc. levied by the Government or any other authority concern shall be paid by the Purchaser.

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

1. That the Owners/ Vendors and the Developer will sell and the Purchaser shall purchase one residential flat **Being Flat No. – “-----”, measuring a carpet area of more or less ----- sq.ft., covered area ----- sq.ft., more or less & super built up area of ----- sq.ft., more or less, on the ----- Floor and a open car Parking space-“-----”, measuring a covered area of size ----- Sqft.(-----),**fully mentioned in the **SECOND SCHEDULE** hereunder written (**The Purchaser shall not use the said flat in commercial purpose. The said flat should be used for only residential purpose**) along with undivided proportionate impartible share or interest in the land underneath the said building together with ail easement rights over all the common parts and portions In the said building and premises fully mentioned in the **THIRDSCHEDULE** hereunder written at a total consideration of **Rs.-----/- (-----) only**[-----/-for Flat + Rs.-----/- for open car parking]. That out of the said total consideration the Purchaser will pay a sum of **Rs. -----/- (-----) only** by cheque as earnest/ advance amount, at the time of execution of this Agreement for sale and the Vendors/Developer do hereby admit and acknowledge the receipt of the said sum, The balance amount of the sale consideration shall be paid by the Purchaser, Payment will be made as per the **FIFTH SCHEDULE** hereunder written.
2. That if the Purchaser fails and/or neglects to pay the balance amount within the time and in the manner as aforesaid on that event the Vendors/ Developer will be at liberty to cancel this Agreement and sell the said flat to any third party without intimating the Purchaser and the earnest money and subsequent paid up amount so paid by the Purchaser to the Vendors/Developer shall be refunded to the Purchaser within 02 (two) months from the sale of the said flat after deducting @ of 10% percent as compensation and upon such cancellation of Agreement the Purchaser shall have no right or vesting interest left over the said fiat and further shall have no right left to take any legal action against the Vendors/Developer.
3. That in the event of failure or negligence on the part of the Vendors/ Developer to perform their part to the contract by discharging the obligations despite the readiness and willingness of the Purchaser, the Purchaser, shall be at liberty to

enforce the contract by suing for specific performance of it before the proper court of law and shall get the property (Flat) registered through the court accordingly.

4. Any extra work within the limits of sanction plan other than those specified herein, indicated or required to be carried out by the Purchaser in the said flat shall be intimated in details to the Vendors/Developer by a letter Vendors/Developer if admit the same to be carried out, will do the same and the charges thereof shall be payable by the Purchaser to the Vendors/Developer. If the Purchaser subsequently wants to alter or change the specification mentioned in the **FOURTH SHEDULE** hereunder on that event the Purchaser shall pay the differences to the Vendors/Developer.
5. It is clarified that if by reason of such additions and/or alterations and/or for providing additional work and/or facility and/or utility aforesaid any delay is made in completion of the construction of the flat and/or delay in giving possession of the said flat, the Vendors/Developer shall not be liable for any damage, interest and/or mesne profit because of such delay.
6. That the Purchaser on purchasing the flat shall be entitled to sale, mortgage, lease, or otherwise alienate the said flat subject to the terms and conditions contained herein without the consent of the other co-Owners of the said premises who may have acquired before and who may hereafter acquire any right, title or interest similar to the Purchaser. Be it clarified that under no circumstances the **Vendors/ Developer shall be liable to handover possession and/or cause registration of the said flat to the Purchaser until all payment shall be made by the Purchaser in time and in the manner as mentioned hereinabove.** The construction as well as Sale of the flat shall be completed within 31st day of December, 2020 (Two Thousand Twenty). Until all payment shall be made by the Purchaser the Developer will not be liable to **handover possession and/or handover the key of the said flat and/or cause registration of the said flat.**
7. As long as the said Flat in the said building is not separately assessed for municipal taxes and other charges, the Purchaser shall pay proportionate -share of water charges and municipal taxes and other statutory taxes as [assessed on the whole building to the Vendors/Developer and on its formation ; to the

Association. Once the flat is separately assessed the Purchaser shall be liable directly to the authority/ department concerned for such payment of rates and taxes. The Vendors/Developer, upon formation of the Association would reserve the right to take any legal action against the Purchaser to realize the sum, if due on his account for the monthly cost of maintenance and the proportionate municipal taxes.

8. That the Purchaser shall bear the necessary required expenses towards the stamp duty, registration fees, miscellaneous expenses and Advocate fees. Registration of the same shall be done after receiving the entire consideration of the said flat together with charges for extra work (if any). The sale deed will contain all clauses as to right, liberties, restrictions and duties mentioned herein and all usual and other general clauses.
9. The Purchaser prior to the execution of this Agreement have taken inspection of the sanctioned Building plan, and all other relevant documents on title to the said property and have satisfied and have accepted the title of the Developer and the Owners in respect of the said property and/or the building and agreed not to question the same and/or put any requisition henceforth with regard thereto in respect of either parties interest.
10. The construction of the said flat shall be completed in compliance with the terms and conditions of this agreement and also as per the specification mentioned in the **FOURTH SCHEDULE here under** written.
11. The Purchaser shall have exclusively right in the flat and easement right of and over the common path of egress and ingress jointly with other Owners of the other portion of the building.
12. The Purchaser shall not for any reason whatsoever obstruct or withheld or in any way interfere with the construction of the said building or part thereof, notwithstanding any temporary inconvenience caused rather they shall co-operate the Vendors/ Developer to facilitate the constructional work and also co-operate the Vendors/Developer/Co-Owners in the management and maintenance of the building and formation of the Association.
13. The Purchaser not to do anything whereby the Co-Purchaser/Purchaser of the other portion of the building will be obstructed or

prevented from quiet and exclusive enjoyment of their respective possession.

14. The Purchaser not to throw any rubbish or store any article, combustible goods in the common portion of the building or in front of the building nor to carry on any obnoxious, noisy, offensive, illegal or immoral activities in the said flat and also not to use any such sign board which may affect through fare of air and light to the building.
15. Once possession of the said flat is handed over by the Vendors/Developer to the Purchaser, the Purchaser shall not be entitled to raise any objection as regards the quality of workmanship of the materials used for construction of the said flat and the building or any other matter in connection thereto nor anything with regard to the said fiat nor shall they make any claim in this behalf. It is hereby expressly agreed that the decision of the Architect of the Vendors/Developer of the said building as regard to the above i.e. material, elevation specification and revision shall be final conclusive and binding upon the Purchaser.
16. Any notice required to be given by the Vendors/Developer to the Purchaser shall without prejudice to any mode of service available be deemed to have been served on the Purchaser if sent to them at the address given in this agreement by registered post with A/D, no matter the same reaches the Purchaser or not.
17. Due to any unavoidable circumstances Act of God and due to strikes of any nature, the construction process is hampered resulting delay in handing over possession of the said fiat the Purchaser shall not be entitled to claim any compensation from the Vendors/Developer neither be entitled to cancel this agreement and/or demand refund of any amount. In such event the Purchaser shall show patience and co-operate the Developer.
18. That the Purchaser shall from time to time intimate in writing their address if the same is changed during the courses of this agreement as given in this agreement to facilitate the Vendors/Developer to keep smooth communication with the Purchaser.

19. All the parties hereby agreed that if after execution of work or completion of the said flat it is found that the measurement so given in this agreement is varied on that event the sale price of the said flat will also be varied proportionately.
20. That from the date of delivery of possession of the flat the Purchaser further do hereby covenant with the Vendors/Developer as follows: -
- a) The Purchaser shall not for any reason whatsoever obstruct Vendors'/ Developer's completion of further construction of any part of the building and/or proposed building or of the said premises notwithstanding any temporary inconvenience caused to the Purchaser in enjoyment of the flat and the common areas.
 - b) The Purchaser shall allow the Vendors/Developer/Association and its workmen to enter into the said flat for carrying out the works required for the common purpose on receipt of prior verbal notice in this regard.
 - c) The Purchaser shall pay the common expenses regularly and punctually within 7th of every current month or on demand made by the Vendors/Developer/Association in respect of all outgoings including cost of maintenance and the rates and taxes for the land and the building and the fiat until it is assessed separately. The Purchaser shall pay and meet all the charges for electricity and other utilities/ services Municipal rates or taxes relating to the flat wholly upon mutation. Beside the above the Purchaser shall pay the cost of maintenance of common service & facilities as mentioned in the **THIRD SCHEDULE** hereunder written.
 - d) The Purchaser shall not demolish or cause to be demolished the flat *or* any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the flat or any part thereof or to the building nor any alteration in the elevation and outside color scheme of the building/flat and shall not change or in any other manner damage columns, beams, walls, slabs or R.C.C. or other structural foundation in the flat or any portion of the building causing danger to the building where on the flat is situated. The Purchaser shall however be allowed to repair and change the doors, windows, and grills when the same comes old and broken and can also fix A.C. Machine personal service amenities etc. in the flat without disturbing the co-Owners.

- e) The Purchaser shall not be entitled to put and/or display any name writings, drawings, signboard, placard of any kind over any windows in the interior of the said flat so as to be visible from outside the said flat or on the outer walls of the said flat or on any part of the said building without the consent of the Vendors/Developer or the Association. The Purchaser shall be entitled to put nameplate on the outside of the main door.
- f) The Purchaser shall not decorate or colour paint the exterior of the said flat otherwise than in a manner agreed by the Association or Owners of all units in the said building.
- g) Any delay or indulgences or forbearance on the part of the Vendors/Developer in enforcing the terms of this Agreement or giving time/grace or relaxation to the Purchaser by the Vendors/Developer shall not be construed as waiver on the part of the Vendors/Developer of any breach or noncompliance of any of the terms and conditions herein stipulated nor shall the same in any manner prejudice the rights of the Developer in enforcing any of its rights or claim arising out of any such breach.
- h) That the ultimate roof user right will be always with the residential Flat Owners.
- i) That the Deed of Conveyance shall be prepared and registered by the Developers Advocate and stamp duty, registration fees, miscellaneous charges together with advocate fees shall be borne by the Purchaser.

21. The Vendors/Developer does hereby covenant with the Purchaser as follows; -

- a) The Purchaser upon paying the entire consideration as aforesaid and observing/performing the covenants and conditions herein contained and upon registration of the sale deed of the flat shall peacefully and quietly hold and enjoy the said flat and the common parts without any interruption from or by the Vendors/Developer or any person claiming through or under the Developer.
- b) To allow and/or grant to the Purchaser at all times the easements rights and quasi-easements attached to the flat upon fulfillment of the terms of this Agreement.

22. The Vendors/Developer at their own costs and expenses shall bring the main electric line in the premises. It is pertinent to mention that any taxes like service

tax etc. levied by the Government or any other authority concern shall be paid by the Purchaser.

23. The Vendors/Developer at their own costs and expenses shall installation of transfer and bring the main electric line in the premises and the Purchaser/s shall pay **Rs-----/- (-----) only** to the Developer towards service charges of costs and expenses of installation of transfer and for bringing main electric connection and the Flat Owner/Owners shall bring his/her/their own meter (Single Phase Own Meter) at his/her/their own cost from the W. B. S. E. D. C. L./ C. E. S. C. Ltd.. It is pertinent to mention that any taxes like service tax etc. levied by the Government or any other authority concern shall be paid by the Purchaser.
24. As mutually agreed both the parties the Flat and Parking will be complete in all respect from outside only. No inside fittings and Electrical fittings will be provided by the Developer

THE FIRST SCHEDULE ABOVE REFERRED TO

(The Entire Premises)

ALL THAT piece and parcel of BASTU land measuring an area of 04Cottah 08 Chittaks but in physical measurement (According to Sanctioned Building Plan (Vide Sanctioned Serial No. - 1435, dated – 29/06/2019), the land area stands 04 (Four) Cottahs 07 (Seven) Chittaks 35 (Thirty Five) Sq.ft., be the same a little more or less, lying and situated under Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Touzi No. – 146, Pargana – Anowarpur, comprised in C. S. Dag No. – 1606, R. S. & L. R. Dag No. – 1102, under C. S. & R. S. Khatian No. – 342 corresponding to L. R. Khatian No. – 1719 (Stands in the name of Saptaparna Das) & 1720 (Stands in the name of SaibalDutta), within the limit of Barasat Municipality, under Ward No. – 03, Holding No. – 412, Premises at Shalbagan Road, P. S. – Barasat, A. D. S. R. O. – Kadambagachi in the District of North 24 Parganas, upon which the construction of the said proposed multi-storied building (G + 4) with lift facility in the name & style of “**ANEK APARTMENT**” is going on, Butted and bounded by :-

On the North – 22 feet wide Lane.

On the South – Padma Rani Sarkar.

On the East – Antalin Apartment.

On the West – 24 Feet wide Shalbagan 2 No. Sarani.

THE SECOND SCHEDULE ABOVE REFERRED TO
(The Flat/ Subject matter of this Agreement for Sale)

ALL THAT piece and parcel of a residential Flat, Being Flat No. – “-----”, measuring a carpet area of more or less ----- sq.ft., covered area ----- sq.ft., more or less & super built up area of ----- sq.ft., more or less, consisting of ----- Bed Rooms, - ---- dining cum drawing, ---- Kitchen, ----- Toilet, ----- W. C., & ----- Balcony, at the ----- Side/Corner on the ----- Floor and a open car Parking space-“-----”, measuring a covered area of size ----- Sqft.(-----), of the G Plus Four storied building, popularly called and known as “ANEK APARTMENT”, lying within the jurisdiction of local Barasat Municipality, Barasat Municipality, under Ward No. – 03, Holding No. – 412, Premises at Shalbagan Road, P. S. – Barasat in the District of North 24 Parganas, together with the undivided proportionate share, right, title, interest, possession of the said First Schedule of land underneath along with undivided proportionate share and right of all common facilities and common amenities belonging to the said building as well as belonging to the said Premises including all easement rights and all rights of ingress and egress, at the said schedule property of the said building including roof right hereby agreed to sell and transfer by the Owners/Developers to the Purchaser.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common areas, common facilities and common amenities)

- i. Land under the said building described in the First Schedule.
- ii. All sides spaces, back spaces paths, passages, drains, ways in the said building.
- iii. General lighting of the common portions and spaces for installations of electric meter in general.
- iv. Drains and sewers from the building in the Municipal connection drains and/ or sewerage.
- v. Stair and stair case landings.
- vi. Lift & Lift Room.
- vii. Lobbies in each floor.

- viii. Common Septic Tank.
- ix. Common water pump.
- x. Common Water Tank.
- xi. Common Electric line.
- xii. Water and sewerage evocation from the pipes of the every unit, to drain and sewerage common to the said building.
- xiii. After delivery of possession maintenance cost will be borne by the flat owners.

THE FOURTH SCHEDULE ABOVE REFERRED TO
SPECIFICATIONS:-

1. STRUCTURE	:	Building Designed with R.C.C Frame structure rests on individual column foundation as per structural design approved by the competent Authority.
2. EXTERNAL WALL	:	5" thick brick wall and plastered with Cement Mortar.
3. INTERNAL WALL	:	5" thick brick wall and Plastered with Cement Mortar to be finished with plaster of Paris with one coat primer.
4. DOORS	:	All door frames of the door in the flat shall be made of good quality Malaysian sal wood. The main door will be made of Teak wood with magic eye. All the inside doors are made as laminated flash doors. Bathroom door will be polyvineyl, Single Door.
5. WINDOW	:	Anodized Aluminum window frame fitted by glass (4mm) with standard quality Grill and Aluminum Shutter sliding
6. KITCHEN	:	Cooking platform will be black stone and 3'-0" height Glazed Tiles above the platform to protect the oil spot. one S. S. Sink, One C.P. bib cock point will be provided.
7. SANITARY FITTING	:	One European type commode make with standard low down cistern plumbing fittings and two C.P Bib-Cock and one shower point in bath with 6'-00" height Glazed tiles from floor level for each toilets. These toilets are of standard materials. One Basin (dining). All the external and Internal sanitary plumbing lines are

		made of high density standard polymer pipes. All the sanitary lines to be connected with Septic tank and waste water lines with the drain source.
8. W.C.	:	One English white commode with lowdown PVC cistern, Two C.P Bib-Cocks and 5' height Glazed tiles to be provided. One small corner wash basin will be provided. Apart from above, extra payment to be paid for extra works by the purchaser/ land owners.
9. WATER	:	24 hours water facility through O.H Tank, from the source of Deep tube well (through submersible pump) which installed inside the Apartment compound and another Under Ground reservoir with municipal water connection along with lifting submersible pump for emergency purpose.
10. FLOORING		All the Floor including bathroom are finished with Marble/ vitrified tiles with 4" skirting.
11. GRILL	:	Standard quality of Grill of ½" square bar shall be fixed at Balcony/ Verandah up to 3'-0" height only.
12. ELECTRIFICATION	:	<p>BED ROOM 2 (Two) Light points. 1 (One) Fan point. 2 (Two) plug point (5AMP) 1 (One) plug point (15AMP)</p> <p><u>DINING AND DRAWING ROOM:</u> 2 (Two) Light points. 2 (Two) Fan point. 2 (Two) plug point (5AMP) 1 (one) power plug point (15 AMP)</p> <p><u>VERANDAH / BALCONY:</u> 1 (one) light point. 1 (one) plug point (5AMP)</p> <p><u>KITCHEN:</u> 1 (one) light point. 1 (one) Exhaust Fan point. 1 (one) power plug point (15 AMP)</p>

		<p>1 (one) plug point (5AMP)</p> <p><u>TOILET:</u></p> <p>1 (one) light point.</p> <p>1 (one) Exhaust Fan point.</p> <p>1 (one) power plug point (15 AMP)</p> <p><u>CALLING BELL:</u></p> <p>1 (one) calling bell point at the main entrance.</p> <p><u>OUTSIDE OF MAIN DOOR:</u></p> <p>1 (one) light point at the main entrance.</p> <ul style="list-style-type: none"> • The total electrical point will be 25 to 30 Nos. • No electrical fittings will be provided by the Developer.
13. <u>PAINTING</u>	:	<p>a) Inside wall of the flat will be putty finish and one coated primer and external wall with weather coat.</p> <p>b) All door frames painted with two coats primer.</p>
14. <u>LIFT</u>		YES (3 + 1)
15. <u>COLLAPSIBLE GATE</u>		The purchaser will have to pay Rs. -----/- (----- Only for collapsible gate in the main entrance in his/her/their own flat.

Additional Works which may be done at the request of the PURCHASER, on payment of extra cost in advance and 50% of the calculated cost **have to be** deposited before starting the work.

THE FIFTH SCHEDULE ABOVE REFERRED TO

Total consideration of the said flats Rs. -----/- (-----) only and the Purchaser will pay the said consideration to the Developer as following manner:-

Sl. No.	Particulars	Percentage	Amount (Rs.)
1.	On Agreement	8%	Rs. -----/-
2.	At the time of construction of the plinth of the building	32.2%	Rs. -----/-
3.	At the time of Third Floor Roof Casting	32.2%	Rs. -----/-
4.	At the time of Third Floor Brick Work	18.8%	Rs. -----/-
5.	At the time of Flooring of the Third Floor	5.4%	Rs. -----/-
7.	On or before Possession/ Registration	3.4% (Approx)	Rs. -----/-
Total -			Rs. -----/-

- The Purchasers will pay the total consideration amount to the Vendors/ Developer within 31st day of December, 2020 (Two Thousand Twenty), and/or at the time of execution/registration of Deed of Conveyance and/or at the time of handing over possession of the flat whichever is earlier

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

SIGNED SEALED AND DELIVERED

By the within name parties at Kolkata 1.

In presence of:-

2.

1)

As constituted attorney of **SMT.
SAPTAPARNA DAS, SRI
SAIBAL DUTTA.**

2)

Signature of the Owners/ Vendors

Drafted by:-

Advocate
Barasat Judges Court
Barasat, North 24 Parganas

1.

2.

Signature of the Developers
(Partners of **S. S. ASSOCIATES**)

Printed by :-

Barasat
Email – deedhome@gmail.com

Signature of the Purchaser

MEMO OF CONSIDERATION

RECEIVED by the within named Developers from the within-named Purchaser the sum of **Rs. -----/- (Rupees -----)** only towards the earnest money upon the terms and conditions mentioned in this Agreement for Sale under these presents as follows: -

Date	Cash/ Cheque No.	Bank	Branch	Rupees
-----	-----	-----	-----	Rs. -----/-
-----	-----	-----	-----	Rs. -----/-
			Total -	Rs. -----/-

(TOTAL RUPEES ----- ONLY)