

AGREEMENT FOR SALE

THIS AGREEMENT made this the day of, 2017

B E T W E E N

1) **SRI ANUP KUMAR PAL**, son of Late Siddheswar Pal, by faith - Hindu, Citizen - Indian, by occupation - Business, having Permanent Account Number (PAN) - AFBPP2382Q and 2) **SMT. UTPALA PAL**, wife of Sri Anup Kumar Pal, by faith - Hindu, Citizen - Indian, by occupation - Housewife, having Permanent Account Number (PAN) - AFBPP2383R, both are residing at 3, Baidik Para Ghat Lane, Post Office - Hindmotor, Police Station - Uttarpara, District - Hooghly, PIN - 712233, being represented by their Constituted Attorney namely a) **Sri Vinod Kumar Jajoo**, son of Late Phoos Raj Jajoo, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at Flat No. 3D, Third Floor, Radha

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Gobinda Apartment, 22, R. G. Nagar Road, Post Office - Hindmotor, Police Station - Uttarpara, District - Hooghly, PIN - 712233, having Permanent Account Number (PAN) - ACSRJ4673Q, b) Sri Mology Sadhukhan, son of Sri Kanailal Sadhukhan, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 2, Baidikpara Ghat Lane, Post Office - Hindmotor, Police Station - Uttarpara, District - Hooghly, PIN - 712233, having Permanent Account Number (PAN) - AVNPS2686A, c) Sri Durga Prasad Chowdhuri, son of Late Sambhu Nath Chowdhuri, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 61, Hem Chandra Lane, Post Office - Bhadrakali, Police Station - Uttarpara, District - Hooghly, PIN - 712232, having Permanent Account Number (PAN) - ABYPC5192Q and d) Sri Subhasis Ghosh, son of Late Paresh Chandra Ghosh, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 56, Makhla Ghosh Para, Post Office - Makhla, Police Station - Uttarpara, District - Hooghly, PIN - 712245, having Permanent Account Number (PAN) - ADIFG1137H, hereinafter be called and referred to as the "OWNERS" (which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, successors, executors, administrators and/or assignees) of the

FIRST PART.

AND

M/S. JAI HANUMAN PROJECTS PVT. LTD., a Company incorporated under the Companies Act, 1956, having its Registered Office at Room No. 410, Fourth Floor, 21, Hemanta Basu Sarani, Post Office - G.P.O., Police Station - Here Street, Kolkata - 700001, having Permanent Account Number (PAN) - AADCJ1314L, being represented by its Directors namely a) Sri Vinod Kumar Jajoo, son of Late Phool Raj Jajoo, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at Flat No. 3D, Third Floor, Radha Gobinda Apartment, 22, R. G. Nagar Road, Post Office - Hindmotor, Police Station - Uttarpara, District - Hooghly, PIN - 712233, having Permanent Account Number

(PAN) - ACSPJ4673Q, b) **Sri Moley Sadhukhan**, son of Sri Kamala Sadhukhan, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 2, Baidikpara Ghat Lane, Post Office - Hindmatar, Police Station - Uttarpara, District - Hooghly, PIN - 712233, having Permanent Account Number (PAN) - AVNPS3686A, c) **Sri Durga Prasad Chowdhuri**, son of Late Sambhu Nath Chowdhuri, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 61, Hem Chandra Lane, Post Office - Bhadrakali, Police Station - Uttarpara, District - Hooghly, PIN - 712232, having Permanent Account Number (PAN) - ABYPC5192Q and d) **Sri Subhasis Ghosh**, son of Late Parash Chandra Ghosh, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 56, Makha Ghosh Para, Post Office - Makha, Police Station - Uttarpara, District - Hooghly, PIN - 712245, having Permanent Account Number (PAN) - ADIPG1137M, hereinafter called as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, successors-in-office, executors, administrators and/or assigns) of the **SECOND PART**.

A N D

1) **SRI**, son of, by faith - Hindu, Citizen - Indian, by occupation -, residing at, Post Office -, Police Station -, District -, PIN -, having Permanent Account Number (PAN) - and 2) **SMT.**, wife/daughter of, by faith - Hindu, Citizen - Indian, by occupation -, residing at, Post Office -, Police Station -, District -, PIN -, having Permanent Account Number (PAN) -, hereinafter be called and referred to as the "**PURCHASERS**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, executors, legal representatives and/or assigns) of the **THIRD PART**.

WHEREAS all that piece and parcel of Eastu land area measuring more or less 7 (seven) Cottahs 8 (eight) Chittaks 15 (fifteen) Sq. Ft., lying in Mouza - Kotrung, J.L. No. 8, comprised in R. S. Dag Nos. 3615, 3614, under R.S. Khatian Nos. 376, 848, 849, corresponding to L. R. Dag Nos. 6612, 6613 under L. R. Khatian Nos. 482/1, 136/3, having Municipal Holding No. 6/1 (old - 6/2/1, 6/1 & 6/2), Baidik Para Ghat Lane, within the ambit of the Uttarpara-Kotrung Municipality, P.O. - Hindmotor, P.S. - Uttarpara, A.D.S.R. Office - Uttarpara (previously A.D.S.R. Office - Serampore), District - Hooghly, alongwith all easement rights attached thereto, which is specifically mentioned in the Schedule 'A' herein under written and hereinafter referred to as the "said property" is the joint and absolute property of the Owners herein.

AND WHEREAS a part of Schedule 'A' mentioned property measuring land area more or less 2 (two) Cottahs 40 (forty) Sq. Ft., lying in Mouza - Kotrung, J. L. No. 8, comprised in R.S. Dag No. 3615, under R.S. Khatian Nos. 376, 848, corresponding to L. R. Dag Nos. 6612, under L.R. Khatian Nos. 136/3, having Municipal Holding No. 6/2/1, Baidik Para Ghat Lane, within the ambit of the Uttarpara-Kotrung Municipality, P.O. - Hindmotor, P.S. - Uttarpara, A.D.S.R. Office - Uttarpara, District - Hooghly, was the absolute property of one Sri Anil Chandra Majumder.

AND WHEREAS said Anil Chandra Majumder died intestate in the year 1984 leaving behind his wife Smt. Ashalata Majumder two sons namely Sri Gobinda Majumder, Sri Gadadhar Majumder and two daughters namely Smt. Jamuna Banerjee and Smt. Pratima Mukherjee as his only legal heirs and successors and they jointly inherited the aforesaid property according to Hindu succession Act 1956.

AND WHEREAS said Smt. Ashalata Majumder, Sri Gobinda Majumder, Sri Gadadhar Majumder, Smt. Jamuna Banerjee and Smt. Pratima Mukherjee jointly sold and transferred the aforesaid property to Sri Alok Kumar Paul through a Registered Deed of Sale duly registered at the office of the A.D.S.R. Serampore, District - Hooghly and recorded therein vide Deed No. 3172 for the year 1985.

AND WHEREAS said Sri Alok Kumar Paul sold and transferred the aforesaid property to Sri Pradip De through a Registered Deed of Sale duly registered at the office of A.D.S.R. Serampore, District - Hooghly and recorded therein vide Deed No. 3634 for the year 1990.

AND WHEREAS said Sri Pradip De sold and transferred the aforesaid property to Sri Anup Kumar Paul, the Owner No.1 herein, through a registered Deed of Sale executed on 01.12.1992 and duly registered at the office of the A.D.S.R. - Serampore, District - Hooghly and recorded therein in Book No. 1, Volume No. 108, Pages 11 to 22, Being No. 6644 for the year 1992.

AND WHEREAS after purchasing the aforesaid property measuring land area more or less 2 (two) Cottaha 40 (forty) Sq.Ft., said Sri Anup Kumar Paul, the Owner No. 1 herein, have become absolute owner of the same and he mutated his name in the record of Uttarpara - Kotrung Municipality and also at the office of B.L. & L.R.O by paying relevant taxes and rents in his own name.

AND WHEREAS a part of the Schedule 'A' mentioned property measuring land area more or less 3 (three) Cottaha 4 (four) Chittacks 20 (twenty) Sq. Ft., lying in Mouza - Kotrung, J.L. No. 8, comprised in R.S. Dag Nos. 3614, 3615 under R. S. Khatian Nos. 376, 849, corresponding to L. R. Dag Nos. 6613, 6612, under L. R. Khatian Nos. 482/2, having Municipal Holding No. 6/1, Baidik Para Ghat Lane, within the ambit of the Uttarpara-Kotrung Municipality, P.O. - Hindmotor, P.S. - Uttarpara. A.D.S.R. Office - Uttarpara, District - Hooghly, together with other properties, was the joint and absolute property of Sri Anukul Chandra Majumder and Sri Atul Chandra Majumder.

AND WHEREAS said Sri Atul Chandra Majumder gifted his undivided $\frac{1}{2}$ (half) share of the aforesaid property to Smt. Kalyani Devi (Majumder) and Smt. Sivabaji Devi (Majumder), through a Registered Deed of Gift executed on 25.05.1960 and duly registered at the Office of the Sub-Registrar - Serampore, District - Hooghly and recorded therein vide Deed No. 5093 for the year 1960.

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AND WHEREAS said Anukul Chandra Majumder died intestate in the year 1956 leaving behind his two sons namely Sri Anil Chandra Majumder and Akhil Chandra Majumder, as his only legal heirs and successors and they jointly inherited undivided $\frac{1}{2}$ (half) share of the aforesaid property as per the Hindu law.

AND WHEREAS said Smt. Kalyani Devi (Majumder), Smt. Bivabati Devi (Majumder), Sri Anil Chandra Majumder and Sri Akhil Chandra Majumder, become the joint and absolute owners of the aforesaid property partly by way of the above mentioned Deed of Gift and partly by way of inheritance.

AND WHEREAS said Smt. Kalyani Devi (Majumder), Smt. Bivabati Devi (Majumder), Sri Anil Chandra Majumder and Sri Akhil Chandra Majumder partitioned their aforesaid property together with other properties through a Registered Deed of Partition, duly registered at the Office of the Sub-Registrar, Serampore, District - Hooghly vide Deed No. 4546 for the year 1969.

AND WHEREAS said Sri Anil Chandra Majumder obtained the aforesaid property together with other properties in his own share through the above mentioned Deed of Partition vide Deed No. 4546 for the year 1969.

AND WHEREAS said Anil Chandra Majumder died intestate in the year 1984 leaving behind his wife Smt. Ashalata Majumder, two sons namely Sri Gobinda Majumder, Sri Gadadhar Majumder and two daughters namely Smt. Jamuna Banerjee and Smt. Pratima Mukherjee, as his only legal heirs and successors and they jointly inherited the aforesaid property according to the provisions of the Hindu Succession Act, 1956.

AND WHEREAS said Smt. Ashalata Majumder, Sri Gobinda Majumder, Sri Gadadhar Majumder, Smt. Jamuna Banerjee and Smt. Pratima Mukherjee, jointly sold and transferred the aforesaid property to Sri Debdas Paul, through a Registered Deed of Sale duly registered at the office of the A.D.S.R. - Serampore, District - Hooghly, vide Deed No. 6162 for the year 1985.

AND WHEREAS said Sri Debdas Paul sold and transferred the aforesaid property measuring land area more or less 3 (three) Cottahs 4 (four) Chittaks 20 (twenty) Sq. Ft. to Smt. Utpala Paul, the Owner No. 2 herein, through a registered Deed of Sale executed on 04.10.2002 and duly registered at the office of the A.D.S.R. - Serampore, District - Hooghly and recorded therein in Book No. 1, CD Volume No. 1, Pages from 10990 to 11007 vide Being No. 00548 for the year 2006.

AND WHEREAS after purchasing the aforesaid property said Smt. Utpala Paul, the Owner No. 2 herein, become the absolute owner of the same and she mutated her name in the records of the Uttarpara-Kotrung Municipality as well as in the office of the B. L. L. R. O. by paying relevant taxes and rents therein in her own name.

AND WHEREAS a part of the Schedule 'A' mentioned property measuring land area more or less 2 (two) Cottahs 3 (three) Chittacks, lying in Mouza - Kotrung, J.L. No. 8, comprised in R.S. Dag Nos. 3614, 3615, under R.S. Khatian Nos. 376, 849, corresponding to L.R. Dag Nos. 6612, 6613 under L.R. Khatian Nos. 482/1, having Municipal Holding No. 6/2, Baidik Para Ghat Lane, within the ambit of the Uttarpara-Kotrung Municipality, P.O. - Hindmotor, P.S. - Uttarpara, A.D.S.R. Office - Uttarpara, District - Hooghly, together with other properties, was the joint and absolute property of Sri Anukul Chandra Majumder and Sri Anul Chandra Majumder.

AND WHEREAS said Sri Anul Chandra Majumder gifted his undivided $\frac{1}{2}$ (half) share of the aforesaid property to Smt. Kalyani Devi (Majumder) and Smt. Sivabati Devi (Majumder), through a Registered Deed of Gift executed on 25.05.1960 and duly registered at the office of the Sub-Registrar - Serampore, District - Hooghly vide Deed No. 5093 for the year 1960.

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AND WHEREAS said Anukul Chandra Majumder died intestate in the year 1956, leaving behind his two sons namely Sri Anil Chandra Majumder and Sri Akhil Chandra Majumder, as his only legal heirs and successors and they jointly inherited undivided $\frac{1}{2}$ (half) share of the aforesaid property as per the Hindu law.

AND WHEREAS said Smt. Kalyani Devi (Majumder), Smt. Bivabati Devi (Majumder), Sri Anil Chandra Majumder and Sri Akhil Chandra Majumder, became the joint and absolute owners of the aforesaid property partly by way of the above mentioned Deed of Gift and partly by way of inheritance.

AND WHEREAS said Smt. Kalyani Devi (Majumder), Smt. Bivabati Devi (Majumder), Sri Anil Chandra Majumder and Sri Akhil Chandra Majumder, partitioned their aforesaid property togetherwith other properties through a Registered Deed of Partition duly registered at the office of the Sub-Registrar - Serampore, District - Hooghly vide Deed No. 4546 for the year 1969.

AND WHEREAS said Sri Anil Chandra Majumder obtained the aforesaid property togetherwith other properties in his own share through the above mentioned Deed of Partition vide Deed 4546 for the year 1969.

AND WHEREAS said Anil Chandra Majumder died intestate in the year 1984 leaving behind his wife Smt. Ashalata Majumder, two sons namely Sri Gobinda Majumder, Sri Gadadhar Majumder and two daughters namely Smt. Jamuna Banerjee and Smt. Pratima Mukherjee as his only legal heirs and successors and they jointly inherited the aforesaid property according to Hindu succession Act 1956.

AND WHEREAS said Smt. Ashalata Majumder, Sri Gobinda Majumder, Sri Gadadhar Majumder, Smt. Jamuna Banerjee and Smt. Pratima Mukherjee Jointly sold and transferred the aforesaid property to Sri Atick Kumar Paul through a Registered Deed of Sale executed on 13.12.1985 duly registered at the office of A.D.S.R. Serampore, District - Hooghly and recorded therein vide Deed No. 5970 for the year 1985.

AND WHEREAS said Sri Alok Kumar Paul sold and transferred the aforesaid property to Sri Arun Kumar Mukherjee through a Registered deed of sale executed on 29.08.1990 duly registered at the office of A.D.S.R. Serampore, District- Hooghly and recorded therein vide Deed No. 4075 for the year 1990.

AND WHEREAS said Arun Kumar Mukherjee died intestate on 12.03.1996 leaving behind his wife Smt. Anima Mukherjee, one son Sri Gour Mukherjee two daughters namely Smt. Gita Chatterjee and Smt. Nivedita Mukherjee as his only legal heirs and successors and they jointly inherited the aforesaid property as per Hindu succession Act 1956.

AND WHEREAS said Smt Anima Mukherjee, Sri Gour Mukherjee, Smt Gita Chatterjee and Smt Nivedita Mukherjee jointly sold and transferred the aforesaid property to Sri Anup Kumar Paul, the proprietor of M/s. R.N.R. Brick Field, through a Registered Deed of Sale executed on 22.06.1997 duly registered at the office of A.D.S.R. Serampore Hooghly, recorded therein in Book No. 1, Volume No. 84, Pages 19 to 30, Being No. 3761 for the year 1997.

AND WHEREAS said Sri Anup Kumar Paul the proprietor of M/s. R.N.R. Brick Field sold and transferred the aforesaid property measuring land area more or less 2 (two) Cottahs 3(three) Chittaks to Smt. Utpala Paul, the Owner No. 2 herein, through a registered Deed of Sale executed on 25.02.2015 and duly registered at the office of A.D.S.R. Serampore, District - Hooghly and recorded therein in Book No. 1, CD Volume No. 3, Pages 2321 to 2337, Being No. 01526 for the year 2015.

AND WHEREAS after purchasing the aforesaid property said Smt. Utpala Paul, the Owner No. 2 herein, have become the absolute owner of such property and she mutated her name in the record of Uttarpara-Kotrung Municipality as well as in the office of the B. L. & L. R. O. by paying relevant taxes and rents therein in her own name.

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AND WHEREAS the Owners herein have amalgamated their aforesaid five separate properties having Municipal Holding Nos. 6/2/1, 6/1 & 6/2, Baidik Para Ghat Lane, into one holding and after such amalgamation the Authority of the Uttarpara-Kotrung Municipality allotted new Municipal Holding No. 6/1, Baidik Para Ghat Lane, in respect of the Schedule 'A' mentioned property.

AND WHEREAS the Owners herein hereby declare that the said property is free from all sorts of encumbrances and attachments, whatsoever and they have absolute and joint possession of the same by exercising each of their right, title and interest thereon without any interruption from any corner, whatsoever.

AND WHEREAS the Owners herein have decided and agreed to get the said property developed by constructing the multi-storied buildings upon it through and at the costs and expenses of the Developer herein, and all the Owners and the Developer have entered into a registered Development Agreement also given the power it's called Development Agreement with General Power of Attorney executed on 26.07.2016 and duly registered at the office of A.D.S.R. Uttarpara, District - Hooghly and recorded therein in Book No. 1, Volume No. 0621-2016, Pages from 65001 to 65037, Being No. 062102583 for the year 2016 and on the terms and conditions mentioned therein. The Owners herein have given Power in favour of Sri Vinod Kumar Jajoo, Sri, Moley Sadhukhan, Sri Durga Prasad Chowdhuri and Sri Subhasis Ghosh, Directors of M/s. Jai Hanuman Projects Pvt. Ltd., the Developer herein, conferring them full power to execute the agreement(s) with intending Purchaser(s) and also for sale the Schedule 'A' mentioned property

AND WHEREAS the Developer has started construction of the said multi-storied building upon the Schedule - 'A' mentioned property as per the Sanctioned Plan (vide Plan No. dated) of the Uttarpara-Kotrung Municipality.

AND WHEREAS the Purchasers (Third Part) herein mentioned have agreed to acquire the Schedule - 'B' and 'B -1' mentioned flat and Car Parking Space respectively, which are hereinafter referred to as the said unit on outright purchase basis and also on the terms & conditions hereunder contained.

NOW IT IS HERBY AGREED AND DECLARED AS FOLLOWS :

1. **TITLE & PLANS :**

That the right and property herein agreed to be acquired by the Purchasers is free from all encumbrances. The Purchasers have however satisfied themselves about the plan and title of the Owners and agrees not to raise any objection thereto. The Developer shall be at liberty to make such changes in the plan as he deemed expedient with the approval of the Architects.

2. **CONSTRUCTION :**

That the total consideration to be given by the Purchasers to the Developer for the cost of land and cost of construction, which shall be calculated @ Rs./- per Sq. Ft. in respect of the flat and total price of one Car Parking Space is Rs. 4,00,000/- (Rupees Four Lac) only and shall be regulated as per Schedule - 'D' below.

3. **INSTALMENT & PAYMENT :**

That the Purchasers shall be liable to pay the consideration money to the Developer as per rules and regulations mentioned in the Schedule 'E' below.

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4. **MANNER OF COMPLETION :**

That the Developer shall complete and make the said unit as a decent and respectable unit in the manner mentioned in the Schedule 'B' and 'B-1' written hereto and shall deliver possession of the same within 31.08.2019 and shall install and/or complete the common portions described in the Schedule "F" hereto.

5. **SALE & CONSTRUCTION OF UNIT :**

That the total consideration mentioned in the Schedule 'D' below shall be deemed to be the consideration payable to the Owners who will convey to the Purchasers the undivided share of land and consideration payable to the Developer for having construction completed in respect of the said unit and also the common portion of the total property. The total amount would have to be paid to the Developer.

6. **TERMS & CONDITIONS OF SALE :**

- a) That on completion of the said unit and as per terms hereof the Purchasers shall become the absolute Owners of the said unit free from all encumbrances save and except the usual easements and conditions inheritant in Ownership as per West Bengal Apartment Ownership Act, 1972.
- b) That after execution of Sale Deed in respect of the said unit the Purchasers shall has the right to sell, transfer, mortgage, lease out and otherwise transfer the said unit and shall also have the right to use and enjoy the same and to realize rents issues and profits thereof.
- c) That the Developer shall have the right to construct any construction over the roof of the proposed multi-storied building, if the municipal authority provide necessary sanction for the same.

- d) That the registration of Deed of Conveyance in respect of the said unit shall be done by the Advocate duly appointed by the Developer.
- e) That after taking over possession of the Flat and Car Parking Space as per "B" and "S-1" Schedule the Purchasers shall have to pay all taxes, maintenance charges and contingency charges if any occurs in respect of aforesaid unit and/or proportionate in respect of the said unit only such reasonable amount as may be deemed expedient for common purpose.
- e) That the Purchasers shall not in any manner obstruct any construction that the Developer may take on any part of the premises including terrace pursuant to agreement between the Owners and the Developer.

7. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT :**

As from the date of possession the Purchasers covenants :-

- a) To co-operate with the Developer in the management maintenance of the premises including flat complex and formation of the association.
- b) To observe the rules framed from time to time by the Developer for the Owners of the proposed multi-storied building for common purposes. The rules should have to be framed in consultation with the flat, Car Parking Space & shop room owners.
- c) To allow the Developer and its workmen to enter into the said unit for its completion and/or for common purposes.
- d) To pay and bear the monthly maintenance charges (for common areas and facilities) in respect of Flat and Car Parking Space to be payable to the Developer @ Rs. 1/- for per Sq. Ft. area. It is to be mentioned that the Purchasers shall pay one year maintenance charges in advance at the time of registration / possession of the said Flat and Car Parking Space whichever is earlier and after one year the Developer shall handover the management of maintenance of common areas and facilities in favour of the Flat Owners of the proposed housing complex.

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- e) To pay for electricity and other utilities consumed in/or relating to the unit proportionately.

8. **ASSOCIATION :**

The Developer shall before or as soon as possible after completion of the proposed building cause the co-Owners to form an association for common purpose as per West Bengal Apartment Ownership Act, 1972. Accordingly the co-owners shall bear the proportionate cost of formation and/or the expenses of the association.

9. **EXTRAS :**

That in addition to the said total consideration the Purchasers shall also pay to the Developer its proportionate costs and charges for :

- i) Forming association for common purposes.
- ii) The fees of Advocates applicable for the execution and registration for the Conveyance Deed.
- iii) Rs. 20,000/- (Rupees Twenty Thousand) only as charges for bringing electrical mainline and for installation of transformer.
- iv) The Stamp Fees, Registration Charges and Miscellaneous expenses for all documents to be executed in pursuance hereof.
- v) Charges for bringing electrical meter as per bill of CESC Ltd.
- vi) Service Tax levied by the Government authority that will be borne by the Purchasers in connection with the transaction of the said unit.

- vii) That the Purchasers shall pay Rs. 72,000/- (Rupees Seventy Two Thousand) only along with 15% service tax for the legal charges and additional facilities / amenities to be provided in the proposed building complex as mentioned in the Point No. 11 in Schedule 'C' hereinbelow.

10. **ARBITRATION :**

That all disputes and differences by and between the parties hereto in any way relating to or connected with the premises and/or flat and/or building and/or this agreement and/or anything done in pursuance hereto shall be referred for arbitration to such person as be appointed by the Advocate to be adjusted in accordance with the Arbitration and Conciliation Act, 1996.

SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of land area measuring more or less 7 (seven) Cotahs 8 (eight) Chittaks 15 (fifteen) Sq. Ft., togetherwith structure standing thereon, lying in Mouza - Kotrung, J.L. No. 2, comprised in R. S. Dag Nos. 3615, 3614, under R.S. Khatian Nos. 372, 848, 849, corresponding to L. R. Dag Nos. 6612, 6613 under L. R. Khatian Nos. 482/1, 136/3, having Municipal Holding No. 6/1 (old - 6/2/1, 6/1 & 6/2), Baidik Para Ghat Lane, within the ambit of the Uttarpara-Kotrung Municipality, P.O. - Hindmotor, P.S. - Uttarpara A.D.S.R. Office - Uttarpara, District - Hooghly, along with all easement rights attached thereto.

The property is butted and bounded by :

- ON THE NORTH : Property of Kolkata Municipal Corporation.
ON THE SOUTH : Baidik Para Ghat Lane.
ON THE EAST : Property of the Owners (6, Baidik Para Ghat Lane).
ON THE WEST : Property of Debendra Nath Paul & Others.

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SCHEDULE 'B' ABOVE REFERRED TO

ALL THAT piece and portion of the said unit of one Flat being Flat No. (..... Type) on the Fourth Floor towards Side in the Block '.....' of the proposed multi-storied (G+4) building known as "JAI HANUMAN RIVERSIDE" having its super built-up area more or less Sq. Ft. (for calculating covered area, 21% of the super built-up area to be deducted out of super built-up area) along with common areas and facilities as described in the Schedule - 'B' hereinafter together with undivided proportionate share of underneath land of 'A' Schedule property.

The property is butted and bounded by :

- ON THE NORTH :
- ON THE SOUTH :
- ON THE EAST :
- ON THE WEST :

SCHEDULE 'B-1' ABOVE REFERRED TO

ALL THAT piece and portion of one Car Parking Space on the Ground Floor having its super built-up area more or less 180 Sq. Ft. within the proposed multi-storied building along with undivided proportionate share of the underneath land of the Schedule 'A' mentioned property.

SCHEDULE 'C' ABOVE REFERRED TO

The Standard Specification is mentioned hereinafter :

- | | | |
|----|-------------------------|------------------------------------------------------------------------------------------------|
| 1. | <u>STRUCTURE</u> | R.C.C. Foundation and Frame Structure with brick cladding. |
| 2. | <u>FLOOR</u> | Vitrified tiles in Living/Dining and Bed room Anti Skid Ceramic Tiles in Kitchen and Bathroom. |

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3. WALLS Internal : Plaster of Paris.
External : Finishing with Weather coat paint with proofing compound.
4. DOORS Main door of hard wood frame,
Other doors flush with enamel paints.
5. WINDOWS Aluminium sliding windows with glass panes along with integrated grill.
6. KITCHEN Cooking Platform green polished marble one stainless sink Glazed tiles upto 3'-6" above the cooking platform.
7. TOILET Concealed pipelines with hot & cold water lines, Geyser point in one bathroom, Glazed tiles upto 6'-0", CP bath fittings and sanitary ware of reputed make.
8. ELECTRICITY Concealed copper wiring with Modular switches of reputed make, Adequate light and power points T.V./Telephone points, One AC point.
9. WATER SUPPLY Twenty-four hours supply through deep tube well Overhead tank for sufficient storage and supply.
10. LIFT One 5. Passenger common lift shall be provided.
11. EXTRA AMENITIES
 - i) AC Community Hall.
 - ii) Gymnasium.
 - iii) Children's Play Area.
 - iv) Provision for Open Air Cafeteria.
 - v) Senior Citizen Adda Zone.
 - vi) Power Backup.
 - vii) High Security with Intercom & CCTV.
 - viii) Water Filtration (Iron Remover).

The Standard Specification for Car Parking Space is mentioned hereunder :

1. STRUCTURE R.C.C. Foundation and Frame Structure.
2. FLOOR Cement flooring.
3. ELECTRICITY Total 1 No. Point

Extra payment shall be paid in advance for any extra work other than standard specification mentioned hereinabove.

SCHEDULE 'D' ABOVE REFERRED TO

That the consideration for the said Flat including proportionate share of land and common portion is Rs./- (Rupees) only and the consideration for the said Car Parking Space including proportionate share of land and common portion is Rs. 4,00,000/- (Rupees Four Lac) only i.e. in aggregating to Rs./- (Rupees) only is the total consideration in respect of the said unit.

SCHEDULE 'E' ABOVE REFERRED TO

- a. 20% out of total consideration money has paid at the time of execution of this present agreement.
- b. 20% out of total consideration money shall be paid at time of roof casting of the booked Floor.
- c. 20% out of total consideration money shall be paid at time of brick work of the concern flat.

- d. 20% out of total consideration money shall be paid at time of floor work of the concern flat.
- e. 20% out of total consideration money i.e. balance amount shall be paid at time of delivery of possession and/or Registration of the said Flat and Car Parking Space, whichever is earlier.

N.B. That the Purchasers shall liable to take possession of the respective Flat and Car Parking Space within 15 (fifteen) days from the day of receiving of the information from the Developer regarding its completion.

The mode of payment as stated hereinabove is the essence of this Agreement. If the Purchasers fail to comply with the aforesaid mode of payment they shall be served with a notice of demanding the payment of the defaulted amount with 15% interest within 30 (thirty) days from date of demand, failing which this agreement will be treated as cancelled and/or terminated and the Purchasers shall get refund of the amount deposited by them after deducting 20% of the total consideration money within 1 (one) month from getting new booking of such Flat without interest and the Developer shall have every right to sell the respective Flat and Car Parking Space to any other person(s).

SCHEDULE 'F' ABOVE REFERRED TO

1] Area :

- a) Entrance, exists, boundary walls open and/or covers paths and passages.
- b) Lobbies, Staircase, Landings.
- c) Lift and area for operation of such lift.
- d) Community Hall, Children's Play area, Temple, Water Purification plant, 24 Hrs. Security, Emergency Car Parking.

2] Water & Plumbing :

Water Pumps, Water Reservoir, Water Tanks, Water Pipes (save those inside any unit), Deep Tubewell.

3] Electrical Installation :

Wiring & Assemblies for lighting of the common parts and wiring from the electrical sub-station to one point inside or at the main gate of each unit.

4] Drains, etc. :

Drains, sewers and pipes, if necessary.

5] Others :

Other common areas and facilities and/or equipments as are provided in the building for common use and/or enjoyment of the Flat Owners.

IN WITNESSES WHEREOF the Parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

In presence of :-

WITNESSES :

1.

*Constituted Attorney of
Sri Anup Kumar Pal
Smt. Utpala Pal*

Signature of the OWNERS

2.

Signature of the DEVELOPER

Drafted by :

Arindam Datta
Advocate,
High Court, Calcutta.

Typed by :

Karima Raha,
Uhadrakuli, Hooghly.

Signature of the PURCHASERS

AGREEMENT FOR SALE

THIS AGREEMENT made this the day of, 2017

B E T W E E N

1) SRI ANUP KUMAR PAL, son of Late Siddheswar Pal, by faith - Hindu, Citizen - Indian, by occupation - Business, having Permanent Account Number (PAN) - AFBPP2382Q and 2) SMT. UTPALA PAL, wife of Sri Anup Kumar Pal, by faith - Hindu, Citizen - Indian, by occupation - Housewife, having Permanent Account Number (PAN) - AFBPP2383R, both are residing at 3, Baidik Para Ghat Lane, Post Office - Hindmotor, Police Station - Uttarpara, District - Hooghly, PIN - 712233, being represented by their Constituted Attorney namely a) Sri Vinod Kumar Jajoo, son of Late Phoos Raj Jajoo, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at Flat No. 3D, Third Floor, Radha

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Gobinda Apartment, 22, R. G. Nagar Road, Post Office - Hindmotor, Police Station - Uttarpara, District - Hooghly, PIN - 712233, having Permanent Account Number (PAN) - ACSPJ4673Q, b) Sri Mojoy Sadhukhan, son of Sri Kenallal Sadhukhan, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 2, Baidikpara Ghat Lane, Post Office - Hindmotor, Police Station - Uttarpara, District - Hooghly, PIN - 712233, having Permanent Account Number (PAN) - AVNPS3686A, c) Sri Durga Prasad Chowdhuri, son of Late Sambhu Nath Chowdhuri, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 61, Hem Chandra Lane, Post Office - Bhadrakali, Police Station - Uttarpara, District - Hooghly, PIN - 712232, having Permanent Account Number (PAN) - ABYPC5192Q and d) Sri Subhasis Ghosh, son of Late Paresh Chandra Ghosh, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 56, Makhla Ghosh Para, Post Office - Makhla, Police Station - Uttarpara, District - Hooghly, PIN - 712245, having Permanent Account Number (PAN) - ADIPG1137H, hereinafter be called and referred to as the "OWNERS" (which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, successors, executors, administrators and/or assignees) of the FIRST PART.

A N D

M/S. JAI HANUMAN PROJECTS PVT. LTD., a Company incorporated under the Companies Act, 1956, having its Registered Office at Room No. 410, Fourth Floor, 21, Hemanta Basu Sarani, Post Office - C.P.O., Police Station - Here Street, Kolkata - 700001, having Permanent Account Number (PAN) - AADCJ1314L, being represented by its Directors namely a) Sri Vinod Kumar Jajoo, son of Late Phool Raj Jajoo, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at Flat No. 3D, Third Floor, Radha Gobinda Apartment, 22, R. G. Nagar Road, Post Office - Hindmotor, Police Station - Uttarpara, District - Hooghly, PIN - 712233, having Permanent Account Number

(PAN) - ACSPJ4673Q, b) Sri Moloy Sadhukhan, son of Sri Kanailal Sadhukhan, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 2, Baldikpara Ghat Lane, Post Office - Hindmotor, Police Station - Uttarpara, District - Hooghly, PIN - 712233, having Permanent Account Number (PAN) - AVNPS3686A, c) Sri Durga Prasad Chowdhuri, son of Late Sambhu Nath Chowdhuri, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 61, Hem. Chandra Lane, Post Office - Bhadrakali, Police Station - Uttarpara, District - Hooghly, PIN - 712232, having Permanent Account Number (PAN) - ABYPC5192Q and d) Sri Subhas Ghosh, son of Late Parash Chandra Ghosh, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 56, Makha Ghosh Para, Post Office - Makha, Police Station - Uttarpara, District - Hooghly, PIN - 712245, having Permanent Account Number (PAN) - ADIPG1137H, hereinafter called as the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, successors-in-office, executors, administrators and/or assigns) of the SECOND PART.

AND

1) son of by faith - Hindu, Citizen - Indian, by occupation - having Permanent Account Number (PAN) - and 2) wife of by faith - Hindu, Citizen - Indian, by occupation - having Permanent Account Number (PAN) - both are residing at Post Office Police Station - District - PIN - hereinafter be called and referred to as the "PURCHASERS" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, executors, legal representatives and/or assigns) of the THIRD PART.

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WHEREAS all that piece and parcel of Bastu land area measuring more or less 1 (one) Bigha 19 (nineteen) Cottahs 7 (seven) Chittacks 1 (one) Sq. Ft., lying in Mouza - Kotrung, J.L. No. 8, comprised in R.S. Dag Nos. 3615, 3616, 3624, 3625 under R. S. Khatian Nos. 376, 348, corresponding to L. R. Dag Nos. 6612, 6609, 6586, 6585, under L. R. Khatian Nos. 5806, 136/3, 482/1, having Municipal Holding No. 6 (old 6, 8, 8/1, 9 & 9/1), Baidik Para Ghat Lane, within the ambit of the Uttarpara-Kotrung Municipality, P.O. - Hindmotor, P.S. - Uttarpara, A.D.S.R. Office - Uttarpara (previously A.D.S.R. Office - Serampore), District - Hooghly, alongwith all easement rights attached therewith, which is specifically mentioned in the Schedule 'A' written herein below and herein after referred to as 'said property', is the absolute property of the Owners herein.

AND WHEREAS all that landed property measuring more or less 1 (one) Bigha 3 (three) Cottahs 3 (three) Chittacks, together with other properties lying in Mouza - Kotrung, J.L. No. 8, comprised in R.S. Dag Nos. 3615, 3616, 3625 under R.S. Khatian Nos. 376, 348, corresponding to L. R. Dag Nos. 6612, 6609, 6585 under L.R. Khatian No. 482/1, having Municipal Holding No. 6, Baidik Para Ghat Lane, within the ambit of the Uttarpara-Kotrung Municipality, P.O. - Hindmotor, P.S. - Uttarpara, A.D.S.R. Office - Uttarpara, District - Hooghly, was the joint and absolute property of Sri Anukul Chandra Majumdar and Sri Atul Chandra Majumdar.

AND WHEREAS said Anukul Chandra Majumdar died intestate leaving behind his 2 (two) sons namely Sri Anil Chandra Majumdar and Sri Akhil Chandra Majumdar, as his only legal heirs and successors and they jointly inherited undivided $\frac{1}{2}$ (half) share of the aforesaid property as per the Hindu Law.

AND WHEREAS said Sri Atul Chandra Majumdar gifted his undivided $\frac{1}{2}$ (half) share of the aforesaid property to Smt. Kalyani Devi (Majumdar) and Smt. Bivabati Devi (Majumdar) through a registered Deed of Gift executed on 28.05.1960 and duly registered at the office of the Sub-Registrar, Serampore, District - Hooghly, vide Deed No. 5093 for the year 1960.

AND WHEREAS said Smt. Kalyani Devi (Majumdar), Smt. Bivabati Devi (Majumdar), Sri Anil Chandra Majumdar and Sri Akhil Chandra Majumdar partitioned their entire property including the aforesaid property through a Registered Deed of Partition duly registered at the office of the Sub-Registrar, Serampore, District - Hooghly, vide Deed No. 4546 for the year 1969.

AND WHEREAS said Sri Anil Chandra Majumdar obtained the aforesaid property measuring land area more or less 1 (one) Bigha 3 (three) Cottaks 3 (three) Chittaks together with other properties in his own share through the above mentioned Deed of Partition vide Deed No. 4546 for the year 1969.

AND WHEREAS said Anil Chandra Majumdar died intestate in the year 1984 leaving behind his wife Smt. Ashalata Majumdar, 2 (two) sons namely Sri Gobinda Majumdar, Sri Gadadhar Majumdar and 2 (two) daughters namely Smt. Jamuna Banerjee and Smt. Pratima Mukherjee, as his only legal heirs and successors and they jointly inherited the aforesaid property according to the Hindu Succession Act, 1956.

AND WHEREAS said Smt. Ashalata Majumdar, Sri Gobinda Majumdar, Sri Gadadhar Majumdar, Smt. Jamuna Banerjee and Smt. Pratima Mukherjee jointly sold the aforesaid property measuring land area more or less 1 (one) Bigha 3 (three) Cottaks 3 (three) Chittaks to Smt. Utpala Paul, the Owner No. 2 herein, through a Registered Deed of Sale executed on 15.02.1992 and duly Registered at the office of the A.D.S.R. - Serampore, District - Hooghly, recorded therein in Book No. 1, Volume No. 14, Pages 403 to 418 vide Being No. 895 for the year 1992.

AND WHEREAS said Smt. Utpala Paul gifted land area measuring more or less 7 (seven) Cottaks 3 (three) Chittaks 34 (thirty four) Sq. Ft. out of her purchased property measuring land area more or less 1 (one) Bigha 3 (three) Cottaks 3 (three) Chittaks to her husband Sri Anup Kumar Paul through a registered Deed of Gift executed on 23.02.2015 and duly registered at the Office of the A.D.S.R. - Serampore, District - Hooghly and recorded therein in Book No. 1, CD Volume No. 3, Pages from 2308 to 2320 vide Being No. 01406 for the year 2015.

AND WHEREAS thereafter said Smt. Utpala Paul gifted another plot of land measuring more or less 2 (two) Cottahs 1 (one) Chittack 10 (ten) Sq. Ft. out of her remaining landed property to her husband Sri Anand Kumar Paul through a registered Deed of Gift executed on 25.02.2013 and duly registered at the office of the A.D.S.R. - Serampore, District - Hooghly and recorded therein in Book No. 1, CD Volume No. 3, Pages from 2338 to 2351 vide Being No. 01527 for the year 2013.

AND WHEREAS after transferring the land area measuring more or less 2 (two) Cottahs 1 (one) Chittack 10 (ten) Sq. Ft. and land area measuring more or less 7 (seven) Cottahs 3 (three) Chittacks 34 (thirty four) Sq. Ft. i.e. aggregating total land area measuring 9 (nine) Cottahs 4 (four) Chittacks 44 (forty four) Sq. Ft., the Owner No. 2 herein remains the owner in respect of a part of the Schedule 'A' mentioned property measuring land area more or less 13 (thirteen) Cottahs 14 (fourteen) Chittacks 1 (one) Sq. Ft. and she mutated her name in the records of the local Uttarpara-Kotrung Municipality as well as in the office of the B.L. & L.R.O by paying relevant taxes and rents therein in her own name.

AND WHEREAS a part of the Schedule 'A' mentioned property measuring land area more or less 5 (six) Cottahs 4 (four) Chittacks 22 5 (twenty two point five) Sq. Ft., together with other properties lying in Mouza - Kotrung, J.L. No. 8, comprised in R.S. Dag No. 3625 under R.S. Khatian No. 848, corresponding to L.R. Dag No. 6585 under L.R. Khatian No. 482/1, having Municipal Holding No. 8/1, Baidik Para Ghat Lane, within the ambit of the Uttarpara-Kotrung Municipality, P.O. - Hindmotor, P.S. - Uttarpara, A.D.S.R. Office - Uttarpara (previously A.D.S.R. Office - Serampore), District - Hooghly, was the joint and absolute property of Sri Anukul Chandra Majumdar and Sri Anil Chandra Majumdar.

AND WHEREAS said Anukul Chandra Majumdar died intestate leaving behind his 2 (two) sons namely Sri Anil Chandra Majumdar and Sri Akhil Chandra Majumdar, as his only legal heirs and successors and they jointly inherited undivided $\frac{1}{2}$ (half) share of the aforesaid property as per the Hindu Law.

AND WHEREAS said Sri Anil Chandra Majumdar gifted his undivided $\frac{1}{2}$ (half) share of the aforesaid property to Smt. Kalyani Devi (Majumdar) and Smt. Bivabati Devi (Majumdar) through a registered Deed of Gift executed on 28.05.1966 and duly registered at the office of the Sub-Registrar, Serampore, District - Hooghly, vide Deed No. 5093 for the year 1966.

AND WHEREAS said Smt. Kalyani Devi (Majumdar), Smt. Bivabati Devi (Majumdar), Sri Anil Chandra Majumdar and Sri Akhil Chandra Majumdar partitioned their entire property including the aforesaid property through a Registered Deed of Partition duly registered at the office of the Sub-Registrar, Serampore, District - Hooghly, vide Deed No. 4546 for the year 1969.

AND WHEREAS said Sri Akhil Chandra Majumdar obtained the aforesaid property measuring land area more or less 5 (six) Cottahs 4 (four) Chittacks 22.5 (twenty two point five) Sq. Ft., together with other properties, in his own share through the above mentioned Deed of Partition vide Deed No. 4546 for the year 1969.

AND WHEREAS said Sri Akhil Chandra Majumdar settled the aforesaid property together with other properties in favour of his sons namely Sri Anjan Majumdar, Sri Anindya Majumdar, Sri Atish Majumdar and Sri Dipankar Majumdar, through a registered Deed of Settlement and duly registered at the office of the Sub-Registrar, Serampore, District - Hooghly, vide Deed No. 5363 for the year 1982.

AND WHEREAS according to the terms and conditions of said Deed of Settlement said Sri Anjan Majumdar and Sri Anindya Majumdar jointly obtained the aforesaid property.

AND WHEREAS said Sri Anjan Majumdar and Sri Anindya Majumdar jointly sold the aforesaid property measuring land area more or less 5 (six) Cottahs 4 (four) Chittacks 22.5 (twenty two point five) Sq. Ft. to Smt. Utpala Paul, the Owner No. 2 herein, through a registered

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Deed of Sale executed on 03.04.1992 and duly registered at the office of the A.D.S.R. - Serampore, District - Hooghly and recorded therein in Book No. 1, Volume No. 37, Pages 413 to 426, Being No. 2335 for the year 1992.

AND WHEREAS after purchasing the above mentioned land area measuring more or less 6 (six) Cottahs 4 (four) Chittacks 22.5 (twenty two point five) Sq. Ft. said Smt. Utpala Paul mutated her name in the records of the Uttarpara-Kotrung Municipality as well as in the office of the B.L. & L.R.O by paying relevant taxes and rents therein in her own name.

AND WHEREAS a part of Schedule 'A' mentioned property measuring land area more or less 6 (six) Cottahs 4 (four) Chittacks 25 (twenty five) Sq. Ft., together with other properties, lying in Mouza - Kotrung, J.L. No. 8, comprised in R.S. Dag No. 3625 under R.S. Khatian No. 948, corresponding to L.R. Dag No. 6585 under L.R. Khatian No. 13373, having Municipal Holding No. 9, South Part Ghat Lane, within the ambit of the Uttarpara-Kotrung Municipality, P.O. - Hindmotor, P.S. - Uttarpara, A.D.S.R. Office - Uttarpara, District - Hooghly, was the joint and absolute property of Sri Anukul Chandra Majumdar and Sri Atul Chandra Majumdar.

AND WHEREAS said Anukul Chandra Majumdar died intestate leaving behind his 2 (two) sons namely Sri Anil Chandra Majumdar and Sri Akhil Chandra Majumdar, as his only legal heirs and successors and they jointly inherited undivided $\frac{1}{2}$ (half) share of the aforesaid property as per the Hindu Law.

AND WHEREAS said Sri Atul Chandra Majumdar gifted his undivided $\frac{1}{2}$ (half) share of the aforesaid property to Smt. Kaayani Devi (Majumdar) and Smt. Bivabati Devi (Majumdar) through a registered Deed of Gift executed on 28.05.1960 and duly registered at the office of the Sub-Registrar, Serampore, District - Hooghly, vide Deed No. 5093 for the year 1960.

AND WHEREAS said Smt. Kalyani Devi (Majumdar), Smt. Bivabati Devi (Majumdar), Sri Anil Chandra Majumdar and Sri Akhil Chandra Majumdar, partitioned their entire property including the aforesaid property through a Registered Deed of Partition duly registered at the office of the Sub-Registrar, Serampore, District - Hooghly, vide Deed No. 4546 for the year 1969.

AND WHEREAS said Smt. Kalyani Devi (Majumdar) obtained the aforesaid property measuring land area more or less 6 (six) Cottahs 4 (four) Chittacks 25 (twenty five) Sq. Ft., together with other properties, in his own share through the above mentioned Deed of Partition vide Deed No. 4546 for the year 1969.

AND WHEREAS said Smt. Kalyani Devi (Majumdar) sold the aforesaid property measuring land area more or less 6 (six) Cottahs 4 (four) Chittacks 25 (twenty five) Sq. Ft. to Sri Anup Kumar Paul, the Owner No. 1 herein, through a registered Deed of Sale executed on 01.10.1999 and duly registered at the office of the A.D.S.R. - Serampore, District - Hooghly and recorded therein in Book No. 1, Volume No. 33, Pages 87 to 98 vide Being No. 1279 for the year 2000.

AND WHEREAS after purchasing the aforesaid property said Sri Anup Kumar Paul mutated his name in the records of the Uttarpara-Kotrung Municipality as well as in the office of the B.L. & L.R.O by paying relevant taxes and rents therein in his own name.

AND WHEREAS a part of the Schedule 'A' mentioned property measuring land area more or less 6 (six) Cottahs 11 (eleven) Chittacks 20 (twenty) Sq. Ft., together with other properties, lying in Mouza - Kotrung, J.L. No. 8, comprised in R.S. Dag No. 3624 under R.S. Khatan No. 848, corresponding to L.R. Dag No. 6586 under L.R. Khatan No. 482/1, having Municipal Holding No. 9/1, Baidik Para Ghat Lane, within the ambit of the Uttarpara-Kotrung Municipality, P.O. - Hindmotor, P.S. - Uttarpara, A.D.S.R. Office - Uttarpara, District - Hooghly, was the joint and absolute property of Sri Anukul Chandra Majumdar and Sri Atul Chandra Majumdar.

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AND WHEREAS said Anukul Chandra Majumdar died intestate leaving behind his 2 (two) sons namely, Sri Anil Chandra Majumdar and Sri Akhil Chandra Majumdar as his only legal heirs and successors and they jointly inherited undivided $\frac{1}{2}$ (half) share of the aforesaid property as per the Hindu Law.

AND WHEREAS said Sri Anul Chandra Majumdar gifted his undivided $\frac{1}{2}$ (half) share of the aforesaid property to Smt. Kalyani Devi (Majumdar) and Smt. Bivabati Devi (Majumdar) through a registered Deed of Gift executed on 28.05.1960 and duly registered at the office of the Sub-Registrar, Serampore, District - Hooghly, vide Deed No. 5093 for the year 1960.

AND WHEREAS said Smt. Kalyani Devi (Majumdar), Smt. Bivabati Devi (Majumdar), Sri Anil Chandra Majumdar and Sri Akhil Chandra Majumdar, partitioned their entire property including the aforesaid property through a Registered Deed of Partition duly registered at the office of the Sub-Registrar, Serampore, District - Hooghly, vide Deed No. 4546 for the year 1969.

AND WHEREAS said Smt. Kalyani Devi (Majumdar) obtained the aforesaid property measuring land area more or less 6 (six) Cottabs 11 (eleven) Chittacks 20 (twenty) Sq. Ft., together with other properties, to her own share through the above mentioned Deed of Partition vide Deed No. 4546 for the year 1969.

AND WHEREAS said Smt. Kalyani Devi (Majumdar) sold the aforesaid property to Smt. Utpala Paul, the Owner No. 2 herein, through a Registered Deed of Sale executed on 01.10.1999 and duly registered at the office of the A.D.S.R. - Serampore, District - Hooghly and recorded therein in Book No. 1, Volume No. 33, Pages 99 to 110 vide Being No. 1280 for the year 2000.

AND WHEREAS after purchasing the aforesaid property said Smt. Utpala Paul became the absolute owner of land measuring more or less 6 (six) Cottahs 11 (eleven) Chittacks 20 (twenty) Sq. Ft. and she mutated her name in the records of the Uttarpara-Kotrung Municipality as well as in the office of the B.L. & L.R.O. by paying relevant taxes and rents therein in her own name.

AND WHEREAS a part of Schedule 'A' mentioned property measuring more or less 6 (six) Cottahs 4 (four) Chittacks 22.5 (twenty two point five) Sq. Ft., together with other properties, lying in Mouza - Kotrung, J.L. No. 8, comprised in R.S. Dag No. 3625 under R.S. Khatian No. 848, corresponding to L.R. Dag No. 6585 under L.R. Khatian No. 136/3, having Municipal Holding No. 8, Baidik Para Ghat Lane, within the ambit of the Uttarpara-Kotrung Municipality, P.O. - Hindmotor, P.S. - Uttarpara, A.D.S.R. Office - Uttarpara, District - Hooghly, was the joint and absolute property of Sri Anukul Chandra Majumdar and Sri Atul Chandra Majumdar.

AND WHEREAS said Anukul Chandra Majumdar died intestate leaving behind his 2 (two) sons namely Sri Anil Chandra Majumdar and Sri Akhil Chandra Majumdar, as his only legal heirs and successors and they jointly inherited undivided $\frac{1}{2}$ (half) share of the aforesaid property as per the Hindu Law.

AND WHEREAS said Sri Atul Chandra Majumdar gifted his undivided $\frac{1}{2}$ (half) share of the aforesaid property to Smt. Kalyani Devi (Majumdar) and Smt. Bivabati Devi (Majumdar) through a registered Deed of Gift executed on 28.05.1960 and duly registered at the office of the Sub-Registrar Serampore, District - Hooghly and recorded therein vide Deed No. 5093 for the year 1960.

AND WHEREAS said Smt. Kalyani Devi (Majumdar), Smt. Bivabati Devi (Majumdar), Sri Anil Chandra Majumdar and Sri Akhil Chandra Majumdar partitioned their entire property including the aforesaid property through a Registered Deed of Partition duly registered at the office of the Sub-Registrar, Serampore, District - Hooghly and recorded therein vide Deed No. 4546 for the year 1969.

AND WHEREAS said Sri Akhil Chandra Majumdar obtained the aforesaid property measuring land area more or less 6 (six) Cottahs 4 (four) Chittacks 22.5 (twenty two point five) Sq. Ft., together with other properties, in his own share through the above mentioned Deed of Partition vide Deed No. 4546 for the year 1969.

AND WHEREAS said Sri Akhil Chandra Majumdar settled the aforesaid property in favour of his sons namely Sri Anjan Majumdar, Sri Anindya Majumdar, Sri Atish Majumdar and Sri Dipankar Majumdar, through a registered Deed of Settlement, which was duly registered at the office of the Sub-Registrar Serampore, District - Hooghly and recorded therein vide Deed No. 5863 for the year 1982.

AND WHEREAS said Sri Atish Majumdar and Sri Dipankar Majumdar jointly obtained the aforesaid property measuring land area more or less 6 (six) Cottahs 4 (four) Chittacks 22.5 (twenty two point five) Sq. Ft. and they mutated their names in the records of the Uttarpara-Kotrung Municipality as well as in the office of the B.L. & L.R.O. by paying relevant taxes and rents therein in their own names.

AND WHEREAS said Sri Atish Majumdar and Sri Dipankar Majumdar jointly sold and transferred the aforesaid property to Sri Anup Kumar Paul, the proprietor of M/s. R.N.R. Brick Field, through a registered Deed of Sale executed on 04.03.1996 and duly registered at the office of the A.D.S.R. - Serampore, District - Hooghly and recorded therein in Book No. 1, Volume No. 45, Pages 55 to 58 vide Being No. 2058 for the year 1996.

AND WHEREAS said Sri Anup Kumar Paul, the proprietor of M/s. R.N.R. Brick Field, sold and transferred the aforesaid property to Sri Utpala Paul, the Owner No. 1 herein, through a registered Deed of Sale executed on 18.02.2015 and duly registered at the office of the A.D.S.R. - Serampore, District - Hooghly and recorded therein in Book No. 1, CD Volume No. 3, Pages from 1719 to 1734, Being No. 01267 for the year 2015.

AND WHEREAS by virtue of the aforesaid Deed of Sale vide Being No. 01267 for the year 2015 said Smt. Utpala Paul became the absolute owner of land measuring more or less 6 (six) Cottahs 4 (four) Chittaks 22.5 (twenty two point five) Sq Ft. and she mutated her name in the records of the Uttarpara-Kotrung Municipality as well as in the office of the B. L. & L. R. O. by paying relevant taxes and rents therein in her own name.

AND WHEREAS the Owners herein have amalgamated their aforesaid five separate properties having Municipal Holding Nos. 6, 3, 8/1, 9 & 9/1, Baidik Para Ghat Lane, into one holding and after such amalgamation the Authority of the Uttarpara-Kotrung Municipality allotted new Municipal Holding No. 6, Baidik Para Ghat Lane, in respect of the Schedule 'A' mentioned property.

AND WHEREAS the Owners herein hereby declare that the said property is free from all sorts of encumbrances and attachments whatsoever and they have absolute and joint possession of the same by exercising each of their right, title and interest thereon without any interruption from any corner whatsoever.

AND WHEREAS the Owners herein have decided and agreed to get the said property developed by constructing the multi-storied buildings upon it through and at the costs and expenses of the Developer herein and all the Owners and the Developer have entered into a registered Development Agreement also given the power it's called Development Agreement with General Power of Attorney executed on 26.07.2016 and duly registered at the office of A.D.S.R. Uttarpara, District - Hooghly and recorded therein in Book No. I, Volume No. 0621-2016, Pages from 64960 to 65000, Being No. 062102582 for the year 2016 and on the terms and conditions mentioned therein. The Owners herein have given Power in favour of Sri Vinod Kumar Jajoo, Sri Moley Sadhukhan, Sri Durga Prasad Chowdhuri and Sri Subhasis Ghosh, Directors of M/s. Sai Hanuman Projects Pvt. Ltd., the Developer herein, conferring them full power to execute the agreement(s) with intending Purchaser(s) and also for sale the Schedule 'A' mentioned property

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AND WHEREAS the Developer has started construction of the said multi-storied buildings upon the Schedule - 'A' mentioned property as per the Sanctioned Plan (vide Plan No. 22 dated 28.06.2016) of the Uttarpara-Kotrung Municipality.

AND WHEREAS the Purchasers (Third Part) herein mentioned have agreed to acquire the Schedule - 'B' and 'B-1' mentioned flat and Car Parking Space respectively, which are hereinafter referred to as the said unit on outright purchase basis and also on the terms & conditions hereunder contained.

NOW IT IS HERBY AGREED AND DECLARED AS FOLLOWS.

1. **TITLE & PLANS :**

That the right and property herein agreed to be acquired by the Purchasers is free from all encumbrances. The Purchasers have however satisfied themselves about the plan and title of the Owners and agree not to raise any objection, thereto. The Developer shall be at liberty to make such changes in the plan as he deemed expedient with the approval of the Architects.

2. **CONSTRUCTION :**

That the total consideration to be given by the Purchasers to the Developer for the cost of land and cost of construction, which shall be calculated @ Rs./- per Sq. Ft. in respect of the flat and total price of one Car Parking Space is Rs. 4,00,000/- (Rupees Four Lac) only and shall be regulated as per Schedule - D below.

3. **INSTALMENT & PAYMENT :**

That the Purchasers shall be liable to pay the consideration money to the Developer as per rules and regulations mentioned in the Schedule E below.

4. **MANNER OF COMPLETION :**

That the Developer shall complete and make the said unit as a decent and respectable unit in the manner mentioned in the Schedule 'B' and 'B-1' written hereto and shall deliver possession of the same within 31.08.2019 and shall install and/or complete the common portions described in the Schedule "F" hereto.

5. **SALE & CONSTRUCTION OF UNIT :**

That the total consideration mentioned in the Schedule 'D' below shall be deemed to be the consideration payable to the Owners who will convey to the Purchasers the undivided share of land and consideration payable to the Developer for having construction completed in respect of the said unit and also the common portion of the total property. The total amount would have to be paid to the Developer.

6. **TERMS & CONDITIONS OF SALE :**

- a) That on completion of the said unit and as per terms hereof the Purchasers shall become the absolute Owners of the said unit free from all encumbrances save and except the usual easements and conditions inheritant in Ownership as per West Bengal Apartment Ownership Act, 1972.
- b) That after execution of Sale Deed in respect of the said unit the Purchasers shall has the right to sell, transfer, mortgage, lease out and otherwise transfer the said unit and shall also have the right to use and enjoy the same and to realize rents issues and profits thereof.
- c) That the Developer shall have the right to construct any construction over the roof of the proposed multi-storied building, if the municipal authority provide necessary sanction for the same.

Contd... P/16

- e) To pay for electricity and other utilities consumed in/or relating to the unit proportionately.

8. ASSOCIATION :

The Developer shall before or as soon as possible after completion of the proposed building cause the co-Owners to form an association for common purpose as per West Bengal Apartment Ownership Act, 1972. Accordingly the co-owners shall bear the proportionate cost of formation and/or the expenses of the association.

9. EXTRAS :

That in addition to the said total consideration the Purchasers shall also pay to the Developer its proportionate costs and charges for :

- i) Forming association for common purposes.
- ii) The fees of Advocates applicable for the execution and registration for the Conveyance Deed.
- iii) Rs 20,000/- (Rupees Twenty Thousand) only as charges for bringing electrical mainline and for installation of transformer.
- iv) The Stamp Fees, Registration Charges and Miscellaneous expenses for all documents to be executed in pursuance hereof.
- v) Charges for bringing electrical meter as per bill of CESC Ltd.
- vi) Service Tax levied by the Government authority that will be borne by the Purchasers in connection with the transaction of the said unit.

Contd. . . P/16

- d) That the registration of Deed of Conveyance in respect of the said unit shall be done by the Advocate duly appointed by the Developer.
- d) That after taking over possession of the Flat and Car Parking Space as per 'B' and 'B-1' Schedule the Purchasers shall have to pay all taxes, maintenance charges and contingency charges if any occur in respect of aforesaid unit and/or proportionate in respect of the said Unit only such reasonable amount as may be deemed expedient for common purpose.
- e) That the Purchasers shall not in any manner obstruct any construction that the Developer may take on any part of the premises including terrace pursuant to agreement between the Owners and the Developer.

7. MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:
As from the date of possession the Purchasers covenants :-

- a) To co-operate with the Developer in the management maintenance of the premises including flat complex and formation of the association.
- b) To observe the rules framed from time to time by the Developer for the Owners of the proposed multi-storied building for common purposes. The rules should have to be framed in consultation with the flat, Car Parking Space & shop room owners.
- c) To allow the Developer and its workmen to enter into the said unit for its completion and/or for common purposes.
- d) To pay and bear the monthly maintenance charges (for common areas and facilities) in respect of Flat and Car Parking Space to be payable to the Developer @ Rs. 1/- for per Sq. Ft. area. It is to be mentioned that the Purchasers shall pay one year maintenance charges in advance at the time of registration / possession of the said Flat and Car Parking Space whichever is earlier and after one year the Developer shall handover the management of maintenance of common areas and facilities in favour of the Flat Owners of the proposed housing complex.

vii) That the Purchasers shall pay Rs. 72,000/- (Rupees Seventy Two Thousand) only along with 15% service tax for the legal charges and additional facilities / amenities to be provided in the proposed building complex as mentioned in the Point No. 11 in Schedule 'C' hereinbelow.

10. **ARBITRATION :**

That all disputes and differences by and between the parties hereto in any way relating to or connected with the premises and/or flat and/or building and/or this agreement and/or anything done in pursuance hereto shall be referred for arbitration to such person as be appointed by the Advocate to be adjusted in accordance with the Arbitration and Conciliation Act, 1996.

SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of land area measuring more or less 1 (one) Bigha 19 (nineteen) Cottahs 7 (seven) Chittacks 1 (one) Sq. Ft. togetherwith structure standing thereon, lying in Mouza - Kotrung, No. 8, comprised in R.S. Dag Nos. 3615, 3616, 3624, 3625 under L. R. Khatian Nos. 376, 848, corresponding to L. R. Dag Nos. 6612, 6609, 6586, 6585 under L. R. Khatian Nos. 5806, 136/3, 482/2, having Municipal Holding No. 6 (old 6, 8, 8/1, 9 & 9/1), Baidik Para Ghat Lane, within the ambit of the Uttarpara-Kotrung Municipality, P.O. - Hindmotor, P.S. - Uttarpara, A.D.S.R. Office - Uttarpara (previously A.D.S.R. Office - Serampore), District - Hooghly, along with all easement rights attached thereto.

The property is butted and bounded by :

- | | | |
|--------------|---|-------------------------------------------------|
| ON THE NORTH | : | Property of Kolkata Municipal Corporation. |
| ON THE SOUTH | : | Baidik Para Ghat Lane & Property of the Owners. |
| ON THE EAST | : | Property of Kolkata Municipal Corporation. |
| ON THE WEST | : | Property of Kolkata Municipal Corporation. |

SCHEDULE 'B' ABOVE REFERRED TO

ALL THAT piece and portion of the said unit of one Flat being Flat No. (..... Type) on the Fourth Floor towards Side in the Block '.....' of the proposed multi-storied (G+4) building known as "JAI HANUMAN RIVERSIDE" having its super built-up area more or less Sq. Ft. (for calculating covered area, 21% of the super built-up area to be deducted out of super built-up area) along with common areas and facilities as described in the Schedule - 'F' hereinafter together with undivided proportionate share of underneath land of 'A' Schedule property.

The property is butted and bounded by :

- ON THE NORTH
- ON THE SOUTH
- ON THE EAST
- ON THE WEST

SCHEDULE 'B-1' ABOVE REFERRED TO

ALL THAT piece and portion of one Car Parking Space on the Ground Floor having its super built-up area more or less 180 Sq. Ft. within the proposed multi-storied building along with undivided proportionate share of the underneath land of the Schedule 'A' mentioned property.

SCHEDULE 'C' ABOVE REFERRED TO

The Standard Specification is mentioned hereinafter :

1. **STRUCTURE** R.C.C. Foundation and Frame Structure with brick cladding.
2. **FLOOR** Vitrified tiles in Living/Dining and Bed room And Skid Ceramic Tiles in Kitchen and Bathroom.

Contd... P/20

3. WALLS
Internal : Plaster of Paris.
External : Finishing with Weather coat
paint with proofing compound.
4. DOORS
Main door of hard wood frame.
Other doors flush with enamel paints.
5. WINDOWS
Aluminium sliding windows with glass
panes along with integrated grill
6. KITCHEN
Cooking Platform: green polished marble
one stainless sink Glazed tiles upto 3'-6"
above the cooking platform.
7. TOILET
Concealed pipelines with hot & cold water
lines, Geyser point in one bathroom,
Glazed tiles upto 5'-0", CP bath fittings
and sanitary ware of reputed make.
8. ELECTRICITY
Concealed copper wiring with automatic
switches of reputed make, Adequate light
and power points T.V./Telephone points.
One AC point.
9. WATER SUPPLY
Twenty-four hours supply through deep
tube well Overhead tank for sufficient
storage and supply.
10. LIFT
One 5 Passenger common lift shall be
provided.
11. EXTRA AMENITIES
 - i) AC Community Hall.
 - ii) Gymnasium.
 - iii) Children's Play Area.
 - iv) Provision for Open Air Cafeteria.
 - v) Senior Citizen Adda Zone.
 - vi) Power Backup.
 - vii) High Security with Intercom & CCTV
 - viii) Water Filtration (Iron Remover).

The Standard Specification for Car Parking Space is mentioned hereinafter:

1. STRUCTURE R.C.C. Foundation and Frame Structure.
2. FLOOR, Cement flooring.
3. ELECTRICITY Total 1 No. Point

Extra payment shall be paid in advance for any extra work other than standard specification mentioned hereinabove.

SCHEDULE 'D' ABOVE REFERRED TO

That the consideration for the said Flat including proportionate share of land and common portion is Rs. /- (Rupees) only and the consideration for the said Car Parking Space including proportionate share of land and common portion is Rs. 4,00,000/- (Rupees Four Lac) only i.e. in aggregating to Rs. /- (Rupees) only is the total consideration in respect of the said unit.

SCHEDULE 'E' ABOVE REFERRED TO

- a. 20% out of total consideration money has paid at the time of execution of this present agreement.
- b. 30% out of total consideration money shall be paid at time of roof casting of the booked floor.
- c. 20% out of total consideration money shall be paid at time of brick work of the concern flat.

- d. 20% out of total consideration money shall be paid at time of floor work of the concern flat.
- e. 20% out of total consideration money i.e. balance amount shall be paid at time of delivery of possession and/or Registration of the said Flat and Car Parking Space, whichever is earlier.

N.B. That the Purchasers shall liable to take possession of the respective Flat and Car Parking Space within 15 (fifteen) days from the day of receiving of the information from the Developer regarding its completion.

The mode of payment as stated hereinabove is the essence of this Agreement. If the Purchasers fail to comply with the aforesaid mode of payment they shall be served with a notice of demanding the payment of the defaulted amount with 15% interest within 30 (thirty) days from date of demand, failing which this agreement will be treated as cancelled and/or terminated and the Purchasers shall get refund of the amount deposited by them after deducting 20% of the total consideration money within 1 (one) month from getting new booking of such Flat without interest and the Developer shall have every right to sell the respective Flat and Car Parking Space to any other person(s).

SCHEDULE 'F' ABOVE REFERRED TO

1) Area :

- a) Entrance, exists, boundary walls open and/or covers paths and passages.
- b) Lobbies, Staircase, Landings.
- c) Lift and area for operation of such lift.
- d) Community Hall, Children's Play area, Temple, Water Purification plant, 24 Hrs. Security, Emergency Car Parking.

2) Water & Plumbing :

Water Pumps, Water Reservoir, Water Tanks, Water Pipes (save those inside any unit); Deep Tubewell.

3) Electrical Installation :

Wiring & Assemblies for lighting of the common parts and wiring from the electrical sub-station to one point inside or at the main gate of each unit.

4) Drains, etc. :

Drains, sewers and pipes, if necessary.

5) Others :

Other common areas and facilities and/or equipments as are provided in the building for common use and/or enjoyment of the Flat Owners.

IN WITNESSES WHEREOF the Parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

In presence of :-

WITNESSES :

1.

Constituted Attorney of
Sri Anup Kumar Pal
Smt. Utpata Pal

Signature of the OWNERS

2.

Signature of the DEVELOPER

Signature of the PURCHASERS

Drafted by :

Arindam Datta
Advocate,
High Court, Calcutta.

Typed by :

Kaniraa Raha,
Bhadrakali, Hooghly.