

AGREEMENT FOR SALE

This Agreement for Sale is made on this the .

BY AND BETWEEN

SRI ABHIJIT SENGUPTA, son of Late Satyaprasanna Sengupta, Pan Card **No. ANFPS5114D**, by faith Hindu, by occupation Service, residing at 75(42), Main Road, Kalianibas, in ward No. 2 under Barrackpore Municipality, P.S. Titagarh, P.O. Nona

Chandan pukur, Kolkata- 700122, District North 24 Parganas, and also residing at Simanta Pally, Near Subidha Shop Bolpur, Santiniketan, Santiniketan, Birbhum, West Bengal 731235, hereinafter referred to as the **OWNER/VENDOR**. (which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, representatives, administrators and assigns) of the **FIRST PART** and the party of the first part is being represented by its lawful constituted attorney **M/S SPS CONSTRUCTION** by a registered Power of Attorney dated 22.09.2017 recorded in Book No. I, C.D. Volume No. 1505-2017, appeared at pages from 84285 to 84298 being NO. 150503898 before the A.D.S.R. Barrackpore.

AND

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2.

, hereinafter jointly referred to as the **PURCHASERS**. (which expression shall unless excluded by or repugnant to the context be deemed to include their legal heirs, executors, representatives, administrators and assigns) of the **SECOND PART**.

AND

M/S SPS CONSTRUCTION, a partnership firm represented by its partners namely, 1.SRI PRATAP GUPTA, son of Late Naresh Chandra Gupta, PAN NO-ADVPG2242A by faith Hindu, by occupation Business, residing at 21, Milan Park, East Kalianibas, Police Station. Titagarh, Post Office Nona Chandan Pukur, District North 24 Parganas, Kolkata- 700122, 2. SMT SANGITA DASGUPTA, wife of Sri Kallol Dasgupta, PAN NO-BJFPD8093K by faith Hindu, by occupation: Housewife, residing at 39 A, West Dhangarpara Road, Kalianibas (south), Police station Titagarh, Post Office Nona Chandan Pukur, Kolkata- 700122, 3. SRI SANJOY SARKAR, son of Late Amar Nath Sarkar, Pan Card NO. **ATIPS0397P, residing at Premises No. 2, Siddhanta Para Main Road, in ward No. 3, under Barrackpore Municipality, P.O. Nona Chandanpukur and P.S. Titagarh, Pin- 700122, , hereinafter jointly referred to as "**THE DEVELOPERS**" (Which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, administrators, legal representatives, assigns and / or nominees) of the **SECOND PART**.**

WHEREAS one Makhanlal Dasgupta was the original owner in respect of a plot of land measuring about .56 satak lying and situated in C.S.Khatain No. 620 being part of C.S.Khatain No. 619, C.S. Dag No. 119.

AND WHEREAS by dint of a registered Deed of Sale 22.05.1952 being No. 1190 registered at A.D.S.R. Barrackpore, one Sri Amulya Dasgupta, son of Late Ombika Charan Dasgupta, the then Secretary of Kalianibas Co-operative Society purchased the aforesaid plot of land. It is to be mentioned that Kalianibash Co-operative Society Ltd was formed in the year 1951 by West Bengal Cooperative Registrar by Certificate NO 21 in the year 1951.

AND WHEREAS the aforesaid Amulya Dasgupta, the then Secretary of Kalianibash Co-operative Society Ltd by way of registered Deed of Sale dated 19.06.1952 transferred a plot of land measuring about 4 cottahs 8 chittaks 19 sq ft but in actual measurement it is 4 cottahs 8 chittaks lying and situated in Mouza Chandanpukur, J.L. No. 2, Re Sa No. 15, Touzi No. 340, 108, 182, C.S. Khatain No. 620 being a part of C.S. Khatain No. 619, C.S. Dag No. 119, P.S. Titagarh, District 24 Parganas North in favour of one Ram Chandra Dasgupta, Ashok Chandra Dasgupta, Sunil Kumar Dasgupta, all were sons of Late Jitendra Kumar Dasgupta.

AND WHEREAS the aforesaid Ram Charan Dasgupta, Ashok Chandra Dasgupta and Sunil Kumar Dasgupta by way of executing a Deed of Sale dated 22.07.1977 registered at A.D.S.R. Barrackpore recorded in Book No.1, Volume No. 46, appeared at pages 81 to 86 being No. 2094 transferred the aforesaid plot of land which has been more particularly described in the schedule A written hereunder and the same is the sole subject matter of the instant agreement.

AND WHEREAS while thus seized and possessed the Schedule A property by Sri Anjali Sengupta duly recorded her name before the local municipality being known and identified as Premises No. 75(42), Main Road, Kalianibash, ward No. 2 under Barrackpore Municipality and had been in possession thereof by way of exercising her absolute right, title and interest therein till her demise.

AND WHEREAS the aforesaid Satyaprasanna Sengupta, husband of Anjali Sengupta predeceased her and died on 31.12.2001.

AND WHEREAS the aforesaid Anjali Sengupta died on 22.11.2012 leaving behind the present owner as her only legal heirs and successors.

4. The owner has declared to the developer that the owner has marketable title in respect of the said premises/property and he has absolutely right to enter into this Agreement with the Developer and the owner hereby undertakes to indemnify and keep the Developer indemnified against any third party's claim action and demand whatsoever with regard to the title and ownership for the owner in the said property.

5. Relying on the aforesaid representations and believing the same to be true and correct and setting on good faith thereof the Developer being desirous to develop the said property have entered into this agreement inter alias on the following terms and conditions.

That for brevity and precessions the following definitions are being furnished in this agreement:-

OWNER:-

SRI ABHIJIT SENGUPTA, son of Late Satyaprasanna Sengupta, Pan Card **No. ANFPS5114D**, by faith Hindu, by occupation Service, residing at 75(42), Main Road, Kalianibas, in ward No. 2 under Barrackpore Municipality, P.S. Titagarh, P.O. Nona Chandan pukur, Kolkata- 700122, District North 24 Parganas, and also residing at Simanta Pally, Near Subidha Shop Bolpur, Santiniketan, Santiniketan, Birbhum, West Bengal 731235.

PURCHASERS:-

1.

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DEVELOPER:-

M/S SPS CONSTRUCTION, a partnership firm represented by its partners namely, **1.SRI PRATAP GUPTA**, son of Late Naresh Chandra Gupta, **PAN NO-ADVPG2242A** by faith Hindu, by occupation Business, residing at 21, Milan Park, East Kalianibas, Police Station. Titagarh, Post Office Nona Chandan Pukur, District North 24 Parganas, Kolkata- 700122, **2. SMT SANGITA DASGUPTA**, wife of Sri Kallol Dasgupta, **PAN NO-BJFPD8093K** by faith Hindu, by occupation: Housewife, residing at 39 A, West Dhangarpara Road, Kalianibas (south), Police station Titagarh, Post Office Nona Chandan Pukur, Kolkata- 700122, **3. SRI SANJOY SARKAR**, son of Late Amar Nath

Sarkar, Pan Card NO. **ATIPS0397P**, residing at Premises No. 2, Siddhanta Para Main Road, in ward No. 3, under Barrackpore Municipality, P.O. Nona Chandanpukur and P.S. Titagarh, Pin- 700122, P.S: Titagarh, District : North 24 Parganas.

PREMISES (A SCHEDULE PROPERTY):-

Premises shall mean and include a plot of land measuring a plot of land measuring about 4 cottahs 8 chittaks 19 sq ft but in actual measurement it is 4 cottahs 8 chittaks lying and situates in Mouza Chandanpukur, J.L. No. 2, Re Sa No. 15, Touzi No. 340, 108, 182, C.S. Khatain No. 620 being a part of C.S. Khatain No. 619, C.S. & R.S. Dag No. 119, R.S. Khatain No. 1426, 1427, Modified Khatain No. 32, 917, New Khatain No. (Modified) 5120, 5085, P.S. Titagarh, District 24 Parganas being Premises No. 75(42), Main Road, Kalianibash, ward No. 2 under Barrackpore Municipality as described in the Schedule "A" written hereunder.

PREMISES (B SCHEDULE PROPERTY):-

ALL THAT a flat in the first floor being No. , in the western portion measuring about covered area sq ft, or a little more or less.

BUILDING:-

Building shall mean and include the proposed multi storied building which would be raised over the A schedule property as per sanctioned building plan over the A schedule property under the name and style "**PRATHAMA APARTMENT.**"

Architect:-

Architect shall mean and include the civil engineer, who will be appointed by the developer for raising the proposed multi storied building over the A schedule property and who shall prepare the building plan of the proposed multi storied building as would be raised over the A schedule property at the cost of the developer.

Units:-

Units shall means and include shops, garages and other constructed saleable spaces as described to be erected by the developer for and on account of and on account of and on behalf of the first part by way of investing their fund.

Plan:

Shall mean and include the plan sanctioned by the Barrackpore Municipality as would be submitted by the owner/first part being prepared by the developer at their own cost for erection of the said building over the said land and to be sanctioned by the municipality in the name of the owner.

Common Parts:

Shall mean and include land on which the building will be erected and all easement rights and appurtenances belonging to the land of the building, the foundation, columns, beams support main wall, roof, corridor, lobbies, stair, stairways, entrance and exit and the said building parking space, installation of common service such as power, light, sewerage tanks, pump, meter and all other parts of the property necessary and connected to its existence maintenance and safely or normally in common use which has been more fully described in the schedule C written hereunder.

Undivided share:

Shall mean and include the undivided proportionate variable impartible share or interest in the said land underneath the building to be constructed as also the common parts to be determined by the developer as its absolute discretion.

Indenture

Shall mean and include this instant development agreement made between the owners of the first part and the developer of the other part with regard to the development of the said land and /or the construction of the said building.

Building Plan:

Shall mean such plan prepared by the architect appointed by the developer for construction of the building and sanctioned by Barrackpore Municipality and its modifications, addition, alteration and/or revision if requires by the developers.

Owners Allocation:

Owners allocation shall mean and include a total consideration of Rs. 58,00,000/-(fifty eight lakhs) and a shop in the ground floor measuring about 5ft" X 10ft" i.e. 50 sq ft or a little more or less which includes super built up area.

THE SHOPS/GARAGES will be considered complete after

- a. White wash in the Garage wall.
- b. Cemented finished floor.
- c. Single Electric point.
- d. M.S. Shutter gate with one coat primer.

DEVELOPERS ALLOCATION

Shall mean and include the entire construction as would be raised of the Schedule A property except the shop as mentioned in the Owner's allocation although the developers are at a liberty to sell the shop in favour of any intending buyers at a marketable price and in that case the owner shall not cause any hindrance and at the call of the developer shall execute Registered Deed of the said Shoproom in favour of the intending buyers.

Now This agreement witnesses as follows:

THAT the subject matter of this instant agreement between the owner and the developers over the existing property as detailed in Schedule A herein written utilizing the same for building residential and commercial complex as per plan to be sanctioned by the Barrackpore Municipality.

THAT the developers/other part undertake to develop the said property at their own cost and expenses and/or with the cost and expenses of their nominee or other resources as it will from time to time determined.

THAT the developers/other part shall get prepared the plan by deputing their own architect and shall get the sanctioned from the Barrackpore Municipality in the name of owner and the owner is bound to put his signature in all forms, letters, applications, writings, plans etc which will be required by the developers to get sanction of the said plan.

THAT the owner shall not interfere with or obstruct in any manner whatsoever the execution of work of development and construction of the complex as well as selling of flats, shops, garages etc except their allocations.

THAT the developers shall employ or engage the architect at their own cost and expenses and responsibilities for the preparation of structural and architectural design variations in the design variations in the design both structural and architectural as may be required or considered necessary by the Architect shall be accepted by the developers and the entire amount required for the cost of construction of the complex including the charges and fees of the Architect shall be the responsibility of the developers.

THAT the developers undertakes to assist the owner in submitting applications to the various authorities for requisition, permission, approval, sanction, allotments of building and other matters required statutorily to be done and performed in connection with the proposed construction.

THAT the developers undertakes in their capacity as builder and developments in terms of the agreement not to do or cause to be done in any act or thing which may in any manner contravene rules, law or regulations or which may amount to misuse of any terms hereto or breach of any other proceedings of law.

THAT if the developers fails to give possession of the owner's allocation within **2** years as mentioned above the owner shall/may claim compensation provided the project be not stalled by any reasons for natural calamities or for any other reasons for which the developer is not at all responsible such as legal proceedings or any other unforeseen incidents.

THAT the owners/first part shall grant to the developer a Registered General Power Of Attorney except sell power. Apart from the execution and registration of the General power of Attorney by the owners in favour of the developer, the owner have undertaken

to execute all documents if necessary as may be required by the developers from time to time for the purpose of execution of the work by the developers.

THAT soon after completion of the new building the developers shall put the owner in their respective allocations together with right in common and all other common facilities and amenities as described in the Schedule "C" written hereunder.

THAT the owner and the developers shall be exclusively entitled to their respective share of the allocations in the building with exclusive right to transfer or otherwise deal with or disposed of the same without any right, claim or interest therein whatsoever and the owners shall not in any way interfere with or disturb the peaceful possession or the developers allocation in consideration of the developers construction and/or developing the said premises and making over the owners, their allocations as stated herein. The developers shall have the exclusive right to hold, own, use, occupy, enjoy, sale, transfer, deal with and disposed of its allocations of the premises or any part thereof including the units in the building to be constructed and to realize and appropriate the sale proceedings thereof. For this purpose the developers shall be at liberty to negotiate with the proposed buyers and to enter into agreements for sale or any part thereof including the building together with parking space, other construction areas together with or independent of the land comprised in the said premises on such terms, conditions and consideration as the developers may deem fit and proper and the owner shall not raise any dispute or objection to such act of the developers.

THAT in so far as necessary of dealings by the developers in respect of the buildings including agreements for sale or transfer concerning developer's allocations in the name of the owner for which purpose the owner undertake to give the developer's a General Power of Attorney in a form or manner required by the developers. Provided however the same shall not create any financial liability upon the owner in any manner whatsoever.

THAT the developers shall not be liable or responsible for any delay in case the proposed construction be not completed due to circumstances beyond their control such as strike, lock out, natural calamities, act of God, and total non-availability building materials and such other similar factor. The person having been allotted flats shops garages by the developers will have access to the site by the prior permission of the developer. The developers will be entitled to deviation from the specification at their discretion without reference to the owner, proposed allottees provided such deviations do not affect the construction of the structure.

THAT the developers shall install in the said building at their own costs pump operated deep tube-wells and over head reservoirs, electric wiring and installation and other facilities as required to be provided in the new multi-storied building for sale of flats/shops/garages/office space therein at ownership basis and as mutually agreed.

THAT the developers shall be authorized in the name of the owner in so far as is necessary to apply for and obtaining temporary and permanent connection or drainage, sewerage and or/other facilities if any, required for the construction of the building.

THAT the developers shall be entitled to enter into an agreement with any person or persons hereinafter as the proposed buyers except the allocations of the owner .

THAT from the date of getting possession of the land, the Municipal rates and taxes and other outgoings including electric bills in respect of the said premises shall be borne and paid by the developers and all outstanding dues of Municipal rates and taxes and other outgoings including electric bills up to the date of making over possession shall remain the liability of the owner and shall be borne and paid by him, after getting possession of his allocations from the developers, the owner will be bound to pay the municipal rates and taxes and other outgoings including electric bills.

THAT the developers is entitled to raise fund from any bank but certainly without creating any financial liability upon the owner or affecting their estate and interest in the said premises.

THAT the owner shall deliver or cause to be delivered to the developers all the original title deed, existing sanctioned building plan and all other necessary papers relating to the said premises, simultaneously with the exclusion of this instant indenture.

THAT after or at any time the developers do extra work or extra facility than what has been agreed upon in the agreement in between the developers and the owner, the developers shall be entitled to recover the additional amount on account of cost of construction in excess of what has been agreed to be paid by the owner. The developer is hereby authorized to receive from the intending buyers of units in the said complex cheque as well as cash for their own allocations.

THAT the owner hereby declare that they are seized and possessed and or/ well and sufficiently entitled of the "A" schedule property and having clear marketable title in respect of the same and the said property is free from all encumbrances, charges, liens, attachments, whatsoever.

THAT the owner are hereby grant the exclusive right to the developers to undertake new construction in accordance with the sanctioned building plan.

THAT as soon as the building is completed the developers shall give written notice to the owner after completion of the construction work of the new building to take possession of their allocations in the buildings. After seven days from the date of receipt of such notice and on all times thereafter, the owner shall be exclusively responsible for the payment of all Municipal and property taxes rates duties and other public outgoings and impositions whatsoever payable in respect of their allocations.

THAT on and from the date of receipt of the notice of possession, the owner shall be responsible to pay and bear the service charges for the common facilities in the new building payable in respect of their respective allocations. Such charges are to be included proportionate share of premium for the insurance of the building, water, fire and scavenging charges and taxes, light, sanitation, repair and renewal charges for management of common facilities, renovation, replacements, and maintenance charges. One set pump and motor and other electric facilities and mechanical installations, applications, equipments, staircase, hall, passage, ways, parking space, corridor, and other facilities etc. if any additional insurance premium cost and expenses by way of/and maintenance is required to be incurred of the building by virtue of particular use/or in the accommodation within the owners allocations or any part thereof, the owner shall be exclusively liable to pay and bear such additional cost and expenses to the developers.

THAT upon completion of the said building the developers shall place the buyers in undisputed possession together with the right in common facilities and amenities.

THAT the Developers shall at their own cost construct and complete the building at the said as per the specification agreed mutually and confirming to such specifications as may be recommended by the architect from time to time appointed for the purpose and it is clearly understood that the decision of the Architect regarding the quality of the materials shall be final and binding upon the parties hereto.

THAT the developers shall be authorized in the name of the owner in so far as necessary to apply for and obtain temporary and permanent connections of drainage in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by Developer.

IT IS FURTHER AGREED BY AND BETWEEN THE OWNER AND THE DEVELOPERS AS FOLLOWS:-

1. **THAT** as soon as the building is completed, the developers shall give written notice to the buyer as well as the Owner requiring them to take possession in the building and after 30 days from the date of service of such notice and at all times thereafter the addresses of the said notice shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties and other public outgoings and impositions whatsoever, payable in respect of their respective units. Provided that the said rates to be apportioned pro-rate with reference to the saleable space in the building, if they are levied on the building as a whole.
2. **THAT** on and from the date of service of notice of possession the buyer as well as the owners shall also be responsible to pay and bear the service charge for the common facilities in the new building payable with respect of his/her unit, such charges are to include proportionate share of premium for the insurance of the building water, fire and scavenging charges and taxes, lights sanitation repair and renewal, charges and taxes, lights sanitation repair and renewal, charges for bill collection and management of the common facilities, renovation, replacement and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipments, pumps, motors and other electrical and mechanical installations applications and equipments, staircase, corridors, halls, passage, ways and other facilities whatsoever as may be mutually agreed from time to time.
3. **THAT** the owners/buyers shall not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said building.
4. **THAT** buyers/owners shall neither use or permit to be used their respective units in the building or any portion thereof for carrying on any illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, annoyance or hazard to the other Purchasers/Occupiers of the apartments or the building.
5. **THAT** buyers/owners shall not make any structural alteration in their respective unit without the previous consent provided however such alteration shall always be made with the approval of the Developer as may be required for the purpose.
6. **THAT** no buyers/owners shall transfer or permit transfer of their respective allocations or any portion thereof unless:-
 - i. Such buyers/owners shall have observed and performed all terms and conditions on their respective part to be observed.

- ii. The proposed transferee shall upon an express covenant remain bound by the terms and conditions of these presents and pay all and whatsoever shall be payable in relation to the Area in his/her possession.

7. **THAT** buyers/owners shall abide by all statutory rules and regulations for any deviation violation and/or breach of any of the said laws, bye laws, rules and regulations.

8. **THAT** the buyers/owners shall keep at all times the interior walls, sewerage drains, pipes and other fittings and fixtures and apparatus and floor and ceiling etc. in each of their respective unit in the building in perfect working condition or any space or accommodation therein and shall keep the other occupiers of the building indemnified from and against the consequences of any breach arising there from.

9. **THAT** no buyers/owners shall do or cause or permit to be done any Act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from the against the consequences of any breach.

10. **THAT** articles of display or otherwise shall not be kept by the either party in the corridors or other places of common use in the building so as to cause hindrance in any manner in the free movement of users in the corridors and other places of common use in the building.

11. **THAT** no owners/buyers, occupiers shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion of the building.

12. **THAT** the buyers/owner shall permit the developers and its servants and agents with or without workmen and others at all reasonable times to enter into and upon the demised unit and every part thereof for the purpose of repairing, maintenance, re-building, cleaning, lighting, drains and water pipes and electric wires.

THE OWNER HEREBY AGREE AND COVENANT WITH THE DEVELOPERS AS FOLLOWS:-

1. Not to cause any interference or hindrance in the construction of the said building at the said property by the developer.
2. Not to do any act, deed or thing whereby the developer may be prevented from selling assigning and/or disposing of any of the portion in the building at the said property.

3. Not to let-out, grant lease, mortgage and /or charge the said property or any portion thereof without the consent in writing of the developer's during the period of construction.

THE DEVELOPERS HEREBY AGREE AND CONVENANT WITH THE OWNERS AS FOLLOWS:-

1. To complete the construction of building within 24 months from the date of obtaining sanctioned building plan.
2. To keep the owner indemnified against all third party claims and actions arising out of any sort of act of commission of the developer in relation to the construction.
3. To keep the owner indemnifies against all actions, suits, costs, proceedings and claims that may arise out of the developer's action with regard to the development of the said premises.

MUTUAL COVENANT AND INDEMNITIES

1. The owner hereby undertake that the Developers shall be entitled to the said construction and shall enjoy without any interference or disturbances provided the developers shall perform and fulfill all the terms and conditions herein.
2. The owner and the developers hereby declare that they have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between them or on a joint venture in any manner nor shall the parties hereto constitute an association of persons.
3. Immediately upon obtaining vacant possession of the said property from the owner, the Developers shall be entitled to commence the work.
4. In case of any dispute between the parties hereto with regard to the development of the said premises or with regard to the interpretation of any clause of this agreement or in the event of any other dispute of any nature whatsoever or howsoever arising out of or in connection with this agreement and/or the development of the premises, the party raising the dispute shall serve as a notice on the other party by Registered Post with A/D at the address herein before mentioned, giving details of the dispute raised. The said dispute shall be adjudicated by reference to the arbitrator.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

THAT the party of the First Part the Vendor herein and the party of the third Part have already started to raise the construction of the apartment which has been raising over the A schedule property under the name and style **PRATHAMA APARTMENT** according to the sanctioned building plan as they obtained from the Barrackpore

Municipality on 6.1.2018, and in compliance thereto the party of the Third Part have already started to take proper measure so as to raising the construction over the A schedule property and out of their own allocations they have desire to transfer the flats/units to several intending purchasers with certain terms and conditions and accordingly the party of the Second Part after hearing such news and in pursuance of this agreement and in consultation with the Third Part the Developers herein, the party of the Second Part intended to purchase the said flat situated in the **floor** being No. , in the portion measuring about covered area sq ft, or a little more or less of **PRATHAMA APARTMENT** comprising of bedrooms, bath and privy, balcony, kitchen, drawing and dining at the rate of per Sq ft, (excluding G.S.T, and other taxes). Thus totaling amount

), excluding G.S.T, and other taxes, and today by way of execution of this instant agreement the party of the 2nd Part, the Purchaser, herein is paying a sum of as an advance. The second installment of payment of another will be paid by the purchaser within of the first advance against the said flat being No. as mentioned above to the third party, the developer, herein and the rest amount shall be paid within 15 days from receipt of Letter of Completion of the said flat from the party of the third part and certainly on receipt of total consideration amount to

and payment of extra work (if any) along with the payment for electrical installation, from the Purchasers or their administrators, legal representatives and assigns and since the date of registration of the deed in respect of the aforesaid flat as mentioned above, the purchaser shall have the right title and interest in respect of the undivided proportionate land underneath along with all other easement rights annexed to the said flat and the right of user of the common space and the Vendor/First Part and the Developer/3rd Part do hereby declare that on receipt of the balance consideration amount, payment of extra work (if any) along with the payment for electrical installation, they shall transfer the said flat as mentioned in the Schedule **B** written hereunder in favour of the purchaser and right title and interest annexed thereto permanently and forever and to use the purchasers, their heirs, executors, administrators and assigns forever and absolutely.

THE VENDORS HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS :-

1. The flat and other rights which are supposed to be granted on receipt of balance consideration amount as described above and accordingly on due execution of the

registered deed the purchasers peacefully shall be entitled to **HOLD AND ENJOY** the B Schedule property without any unlawful eviction, hindrance, interruption, disturbances, claiming or demand whatsoever from or by the Vendors or any person claiming through under them or for them.

2. The vendors or if necessary the developers will at the cost of the purchasers shall do and execute all such assurances and things for further more particularly and perfectly and assured the purchaser if necessary to do all other acts and deeds as may be reasonably required.

3. The Vendors and the developers undertake and declare that they have absolute power to sell the said flat as mentioned in the Schedule B and the property shall be free from all encumbrances, attachments and charges at the time of registration of the deed.

4. The vendors and the developers further covenant that they and any persons claiming through them shall keep the purchaser harmless and indemnified of and from or cost all former and other taxes, levies etc. whatsoever.

5. THAT the vendors and the developers further undertake to execute all sorts of documents whatsoever necessary for individual mutation of the said flats/units by the purchasers before the local Municipality or for obtaining electric connection in their individual name from the competent authority soon after registration of the sale deed in their favour but certainly on receipt of the entire consideration amount.

IT IS FURTHER AGREED THAT the following covenants relating to or connected with the said building shall at all material time be observed and performed by the Purchasers.

1. That the Purchasers shall maintain at their own costs the property mentioned in the B Schedule written hereunder in good condition.

2. The Purchasers shall keep the walls of the said units and partition wall of the said units and partition wall, sewers, drains, pipe and other fittings and fixtures appurtenances thereto belonging in good tenantable repair and condition in particularly so as to support, shelter and protect the parapets and other portion of the building besides the said unit.

3. That the Purchasers shall not store or allow to store any exclusive inflammable and combustible articles in the said units and not to create any nuisance which may cause disturbances to the other occupiers.
4. That the Purchasers shall not at any time demolish or cause to be demolished, damaged or cause to be damaged the said units or any part thereof, specially the pillars, beams, roof slab, floor and common walls which will weaken the main structure of the building or do any such thing without approval of owner/builders architects and Engineers.
5. That the Purchasers shall only use the said units and or said flat in question for residential purpose.
6. That the Purchasers, their servants and agents shall not in any way obstruct or cause to be obstructed common passages, paths and ways by any rubbish or other materials furniture nor shall do or cause to be done or allow any act deed matter anything whereby use and enjoyment of the common parts, the common amenities and the common convenience of the said property be in any way prejudicially affected.
7. That the Purchasers shall not construct new structure or made any addition/alteration in the R.C.C. structure and or any such masonry work in his Unit / Flat which cause to damage the building.
8. That from the date of delivery and/or possession of the said flat the Purchasers shall liable to pay the proportionate share in respect of the said flat and also the proportionate share of monthly maintenance charges and for services and maintenance of common parts common amenities, common easements etc. as mentioned in the "D" Schedule hereto and also pay the proportionate share separately or any other taxes to be the said units.
9. That the Purchasers shall be allowed to install or affix any name plate upon the spaces on his individual unit/flat.
10. That the Purchasers shall have the absolute right to sell, mortgage, gift, lease or any kinds of transfer the said flat, hereby sold conveyed and transferred including the proportionate share in the land.
11. It is further agreed by and between the purchaser and the developer that the developer undertakes to handover the "B" Scheduled unit after completion of the same within 24 (twenty four) months from the date of execution of this agreement and the first payment. If the developer fails and neglect to complete the unit within the time as specified herein, without any reasonable cause, the developer shall repay the money received from the purchaser after adding banking interest thereon and similarly if the purchaser fails and neglects to purchase the "B" Scheduled property in spite of receiving notice from the developer or refuse to purchase and execute the deed and in that case the shall be at liberty to refund the said money after deducting 10% of the same.

SCHEDULE "A"

All that a plot of land measuring a plot of land measuring about 4 cottahs 8 chittaks 19 sq ft but in actual measurement it is 4 cottahs 8 chittaks lying and situates in Mouza Chandanpukur, J.L. No. 2, Re Sa No. 15, Touzi No. 340, 108, 182, C.S. Khatain No. 620 being a part of C.S. Khatain No. 619, C.S. & R.S. Dag No. 119, R.S. Khatain No. 1426, 1427, Modified Khatain No. 32, 917, New Khatain No. (Modified) 5120, 5085, P.S. Titagarh, District 24 Parganas being Premises No. 75(42), Main Road, Kalianibash, ward No. 2 under Barrackpore Municipality, butted and bounded by

NORTH: 8' wide municipal road **SOUTH:** House of J.N. Bhadra

EAST: House of Amal Dasgupta **WEST:** Kalianibas Main Road

SCHEDULE "B" AS REFERRED TO ABOVE

ALL THAT a flat in the first floor being No. , in the western portion measuring about covered area sq ft, or a little more or less, being a part of A schedule property.

NORTH: 8' wide municipal road **SOUTH:** House of J.N. Bhadra

EAST: Unit "1B", Staircase & Lift **WEST:** Kalianibas Main Road

SCHEDULE "C" AS REFERRED TO ABOVE

(COMMON AREAS AND FACILITIES)

1. The foundations, columns, beams, supports, corridors, lobbies, stair landing, entrance and exists.
2. Water pump, water tanks, water pipes and other plumbing installations.
3. Drainage sewerage and rain water pipes.
4. Boundary walls including outsiders wall of the said building and main gates.
5. Such other common parts, areas, equipments. Installations, fixtures, fittings, covered and open space in or about the said building which are necessary and as are easements for the necessary of the said building.
6. Stair- case of the Apartment.
7. Garage space specifically for two wheelers shall be provided in the ground floor of the Apartment.

SCHEDULE "D" AS REFERRED TO ABOVE

(COMMON EXPENSES)

1. Cost of maintenance, repairing, redecorating on the main structure and the particular the gutters, fresh and rain water pipe, rains, sewerage and water storage tanks and electric wires, motors, generators and other appliances and passage in or under upon the building and enjoyed or used by the purchaser in common with other occupiers of the flats and the entrance passage landing stair case of the building enjoyed by the purchaser or used by them in common as aforesaid and the boundary walls of the building compound terrace in ground etc.
2. Cost of cleaning and lighting the passage, landing stair case and other parts of the building as enjoyed or used by the purchaser in common as aforesaid.
3. Cost of maintenance and decorating the exterior of the building as applicable.
4. Cost of working and maintenance of light and service charge.
5. Municipal rates and taxes same through separately assessed for flat.
6. Premium for insurance of building if any.
7. Cost and charge of establishment for maintenance of the building and their salaries of all persons employed of the same purpose.
8. All charges and deposits for suppliers of common utilities.

SCHEDULE "E" PROPERTY

(SPECIFICATIONS)

- A. Foundation: R.C.C. Foundation and framed structure for ground plus multi storied building as per drawing and sanctioned plan.
- B. Wall: External wall shall be 200 mm, (8") thick. Partition wall between the flats & corridors shall be 125 mm (5") thick. Internal partition wall in each flat shall be 75 mm (3") thick.
- C. Wall finish: Outside wall shall be painted with snowcem painting. Inner wall finished with plaster of paris.
- D. Floors: Vitrified tiles flooring with 4" dado.
- E. Doors: Door frames shall be of sal wood. Main door shall be single leaf panel shutters of good quality of wood and interior doors shall be commercial flash door.
- F. Windows: All windows shall be aluminum panel (sliding window) with glass and handle. All balconies shall be covered with 2'-6" high M.S. Ornamental grill. Metal surfaces painted with primer coating and white paint.

G. Kitchen: At kitchen cooking platform with sink shall be furnished with black stone. 750 mm (2'- 6") high glazed tiles will be provided. Drawing/Dining room: One basin (White in colour) with pillar cock.

H. Toilet: Marble/tiles flooring with 5'6" height wall tiles including 4" high dado.

I. Electrification: All electrical work shall be of concealed wiring as follows:-

A At bedroom, one tube light, one bracket light point one fan point, and plug point(5 amp).

B At drawing room, one tube light point, one bracket light point, one fan point, telephone point, one plug point, (5 amp) with T.V. point shall be provided.

C At Dining room one tube light, one bracket light point, one fan point, one plug point(15 amp), for refrigerator shall be provided.

D At kitchen room one tube light point, one exhaust fan point, one plug point,(15 amp) over cooking platform shall be provided.

E At balcony and toilet one bulb point shall be provided.

F At entrance door in each flat one doorbell point shall be provided.

k. Common electrical points such as lighting of stairs, common corridor and entrance passage at ground floor, parking space for two wheelers and pump for overhead reservoir shall also be provided.

L The developer will complete the electrification work on each flat upto main meter room only. For common electrical facilities along with connection charges from W.B.S.E.D.C.L upon main meter room, infrastructure development cost, security cost, transformer installation charges and other quotations charges are to be paid by the owners/buyers proportionately. The electrical fittings will be provided by the owners.

M If the owners take possession of their allocations before getting connection individually from W.B.S.E.D.C.L then she/he must pay the electrical charges monthly extra for enjoying the electricity in their flats and common facilities.

N Extra work: Any extra work other than the standard schedule shall be charged extra as decided by the developer's authorized Engineer. Such amounts shall be Deposited before execution of such work.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective signatures and seals the day month and year first above written.

Signed and delivered by the landowners AND purchasers at Barrackpore, in presence of

WITNESS

1.

1.

OWNER/FIRST PART

ABHIJIT SENGUPTA

**Represented by his lawful
constituted attorney SPS Construction**

PRATAP GUPTA

SANGITA DASGUPTA

2.

2.

**SANJOY SARKAR
SECOND PART/PURCHASERS**

3.

THIRD PART/ DEVELOPERS

Prepared and Drafted

PRATAP GUPTA

SANGITA DASGUPTA

KALLOL DASGUPTA

Advocate

SANJOY SARKAR