**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made on this **19th day of January, 2018** **(Two Thousand Eighteen)** in the Christian Era;

**BETWEEN**

**1. SMT. MANJU CHAKRABORTY Alias SMT. MANJU RANI CHAKRABORTY**[PAN No BEQPC1018D]**,** wife of Sri Pran Ballav Chakraborty, by Nationality - Indian, by faith - Hindu, by Occupation - House wife, presently residing at Krishnapur, Purba para, P.O- Krishnapur, P.S- Baguiati, Kolkata- 700102,Dist- 24 Parganas (North) **2. SRI BIKASH MONDAL** [PAN No AIJPM7198J]**,** son of Sri Sarat Kumar Mondal, by Nationality - Indian, by faith- Hindu, by Occupation - Business, residing at Krishnapur Purbapara, P.O. Krishnapur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700102, **3. SMT. SATHI MONDAL**[PAN AYJPM5732G]wife of Sri Bikash Mondal, by Nationality - Indian, by faith - Hindu, by Occupation - Business, residing at  Krishnapur Purbapara, P.O. Krishnapur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700102, **4. SRI ASIM NASKAR,** [PAN AHBPN7711M]son of Late Gopinath Naskar, by Nationality - Indian, by faith - Hindu, by Occupation - Business, residing at Krishnapur Purbapara, P.O. Krishnapur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700102, **5. SRI SUBRATA HALDER**  [PAN AIEPH5638M] son of Late Nikhilesh Halder, by Nationality - Indian, by faith - Hindu, by Occupation - Business, residing at Krishnapur Purbapara, P.O. Krishnapur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700102, **6. SRI SASANKA SEKHAR DAS Alias SANKU DAS,** [PAN BBFPD8459R]son of Late Netai Pada Das, by Nationality - Indian, by faith - Hindu, by Occupation - Business, residing at 232/2, Bagmari Road, P.S. Maniktala, P.O- Kankurgachi, Kolkata - 700054, **7. SMT LILA DAS** [PAN AYPPD6241F]wife of Late Bapi Das, **8. SRI TUTUL DAS,** [PAN CABPD3647R] son of Late Bapi Das, both are by Nationality - Indian, by faith - Hindu, by Occupation - House wife & Business, residing at 38/1A/1E, Satin Sen Sarani, Bagmari Road, P.S. Maniktala, Kolkata - 700054, **9. SMT. PUTUL DAS (SARKAR)** [PAN AWTPD4241K]wife of Sri Joyraj Sarkar, daughter of Late Bapi Das, by Nationality- Indian, by faith- Hindu, by Occupation- House wife, residing at Krishnapur Purbapara, P.O. Krishnapur, P.S. Baguiati, District North 24 Parganas, Kolkata- 700102, represented by their constituted attorney **D.S. NIRMAN,** (PAN – AAHFD3312M)a Partnership firm having its' office at Krishnapur, Purbapara, P.O. Krishnapur, P.S. Baguiati, District North 24 Parganas, Kolkata- 700102, represented by its' Partners **1. SRI SARAT KUMAR MONDAL,** (PAN- AENPM2492P)son of Late Abinash Chandra Mondal, by Nationality- Indian, by faith- Hindu, by occupation- Business, residing at Krishnapur, Purbapara, P.O. Krishnapur, P.S. Baguiati, District North 24 Parganas, Kolkata- 700102, **2. SRI DIPAK KUMAR DEY,** (PAN – AGYPD5465A)son of Late Susanta Kumar Dey, by Nationality- Indian, by faith- Hindu, by occupation- Business, residing at BE/4, Rabindrapally, Krishnapur, P.O. Prafulla Kanan, P.S. Baguiati, District North 24 Parganas, Kolkata - 700 101, hereinafter referred to and called as the **LAND OWNERS/VENDORS** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and to include her heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

**AND**

**(1) Mr. SUBHAJIT PAL (PAN- BTPSPP2348L)** Son of Paresh Nath Pal, AND **(2) Mrs. SARASWATI PAL (PAN- ASYPP493B)** Wife of Paresh Nath Pal,by occupation No.1 - Service, No.2- House Wife, Both by Nationality - Indian, by faith- Hindu, residing at 56, School Road, A-Zone, Durgapur, P.O- A- Zone, P.S- Durgapur, Dist- Burdwan, PIN- 713204, hereinafter referred to and called as the **PURCHASER** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and to include his/her/their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**AND**

**D.S. NIRMAN** (PAN-AAHFD3312M)a Partnership firm having its' office at Krishnapur, Ghoshpara, P.O. Krishnapur, P.S. Baguiati, District North 24 Parganas, Kolkata- 700102, represented by its' Partners **1. SRI. SARAT KUMAR MONDAL** (PAN- AENPM2492P), son of Late Abinash Chandra Mondal, by Nationality- Indian, by faith- Hindu, by occupation- Business, residing at Krishnapur, Purbapara, P.O. Krishnapur, P.S. Baguiati, District North 24 Parganas, Kolkata- 700102, **2. SRI. DIPAK KUMAR DEY** (PAN- AGYPD5465A), son of Late Susanta Kumar Dey, by Nationality- Indian, by faith- Hindu, by occupation - Business, residing at BE/4, Rabindrapally, Krishnapur, P.O. Prafulla Kanan, P.S. Baguiati, District North 24 Parganas, Kolkata- 700101, hereinafter referred to and called as the **DEVELOPER** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and to include their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

**WHEREAS** the land owner No. 5 herein is the absolute owner of a land measuring an area of **3 cottahas 33 sq.ft.** be the same a little more or less comprised in C.S. Dag No. 4037, **R.S. Dag No. 3826** under **R.S. Khatian No. 143** lying and situated at **Mouza- Krihsnpur,** J.L. No. 17, Re.Su. No. 180, Touzi No. 228/229 previously P.S. Rajarhat, presently P.S. Baguiati, District North 24 Parganas, within the local limits of Rajarhat Gopalpur Municipality by way of a registered Deed of sale being No. 02723 dated 27.02.2004 registered at A.D.S.R.O Bidhan Nagar (Salt Lake City), the said deed duly copied in Book No. 1, Volume No. 168, Pages from 61 to 78 for the year 2006.

**AND WHEREAS** the aforesaid Land owner/Vendor No. 5 herein with a view to Developing the said land by way of raising certain construction chalked out the project inviting attention to the Developer to Develop the said plot of land by raising multi storied building thereon and as such the Land owner/Vendor No. 5 entered into an Agreement with the Developer herein by way of registered Development Agreement being No. 04449 dated 18.04.2013 registered at A.D.S.R.O. Rajahat with certain terms, conditions and stipulations therein mentioned.

**AND WHEREAS** the land owner No. 5 herein also executed a development power of attorney in favor of the **D.S. NIRMAN,** a Partnership firm having its' office at Krishnapur, Purbapara, P.O. Krishnapur, P.S. Baguiati, District North 24 Parganas, Kolkata- 700102, represented by its' Partners **1. SRI SARAT KUMAR MONDAL,** son of Late Abinash Chandra Mondal, by Nationality- Indian, by faith- Hindu, by occupation- Business, residing at Krishnapur, Purbapara, P.O. Krishnapur, P.S. Baguiati, District North 24 Parganas, Kolkata- 700102, **2. SRI DIPAK KUMAR DEY,** son of Late Susanta Kumar Dey, by Nationality- Indian, by faith- Hindu, by occupation- Business, residing at BE/4, Rabindrapally, Krishnapur, P.O. Prafulla Kanan, P.S. Baguiati, District North 24 Parganas, Kolkata- 700101, by way of a registered Development power of Attorney being No. 4455, dated 18.04.2013 registered at A.D.S.R.O. Rajarhat.

**AND WHEREAS** the land owner No. 1 herein is the absolute owner of a land measuring an area of **1 cottaha 6 chittacks 40 sq.ft.** be the same a little more or less comprised in C.S. Dag No. 5370, **R.S. Dag No. 3825** under C.S. Khatian No. 560, **R.S. Khatian No. 69** lying and situated at **Mouza- Krishnpur,** J.L. No. 17, Re.Su. No. 180, Touzi No. 228/229previously P.S. Rajarhat, presently P.S. Baguiati, District North 24 Parganas, within the local limits of Rajarhat Gopalpur Municipality by way of a registered Deed of sale being No. 11222 dated 23.11.1983 registered at S.R.O Cossipore Dum Dum, the said deed duly copied in Book No. 1, Volume No. 284, Pages from 266 to 272 for the year 1983.

**AND WHEREAS** the aforesaid Land owner/Vendor No. 1 herein with a view to Developing the said land by way of raising certain construction chalked out the project inviting attention to the Developer to Develop the said plot of land by raising multi storied building thereon and as such the Land owner/Vendor No. 1 entered into an Agreement with the Developer herein by way of registered Development Agreement being No. 04845 dated 26.04.2013 registered at A.D.S.R.O. Rajahat with certain terms, conditions and stipulations therein mentioned.

**AND WHEREAS** the land owner No. 1 herein also executed a development power of attorney in favor of the **D.S. NIRMAN,** a Partnership firm having its' office at Krishnapur, Purbapara, P.O. Krishnapur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700 102, represented by its' Partners **1. SRI SARAT KUMAR MONDAL,** son of Late Abinash Chandra Mondal, by Nationality - Indian, by faith- Hindu, by occupation- Business, residing at Krishnapur, Purbapara, P.O. Krishnapur, P.S. Baguiati, District North 24 Parganas, Kolkata- 700102, **2. SRI DIPAK KUMAR DEY,** son of Late Susanta Kumar Dey, by Nationality- Indian, by faith- Hindu, by occupation- Business, residing at BE/4, Rabindrapally, Krishnapur, P.O. Prafulla Kanan, P.S. Baguiati, District North 24 Parganas, Kolkata- 700101, by way of a registered Development power of Attorney being No. 04846, dated 26.04.2013 registered at A.D.S.R.O. Rajarhat.

**AND WHEREAS** the land owner No. 4 herein is the absolute owner of a land measuring an area of **2 cottaha 12 chittacks 20 sq.ft.** be the same a little more or less comprised in C.S. Dag No. 4037, **R.S. Dag No. 3826** under **R.S. Khatian No. 345** lying and situated at **Mouza- Krishnpur,** J.L. No. 17, Re.Su. No. 180, Touzi No. 228/229previously P.S. Rajarhat, presently P.S. Baguiati, District North 24 Parganas, within the local limits of Rajarhat Gopalpur Municipality by way of a registered Deed of Gift being No. 2400 dated 21.12.2001 registered at A.D.S.R.O Bidhan Nagar (Salt Lake City), the said deed duly copied in Book No. 1, Volume No. 139, Pages from 57 to 69 for the year 2003

**AND WHEREAS** the aforesaid Land owner/Vendor No. 4 herein with a view to Developing the said land by way of raising certain construction chalked out the project inviting attention to the Developer to Develop the said plot of land by raising multi storied building thereon and as such the Land owner/Vendor No. 4 entered into an Agreement with the Developer herein by way of registered Development Agreement being No. 14073 dated 13.12.2013 registered at A.D.S.R.O. Rajahat with certain terms, conditions and stipulations therein mentioned.

**AND WHEREAS** the land owner No. 4 herein also executed a development power of attorney in favor of the **D.S. NIRMAN,** a Partnership firm having its' office at Krishnapur, Purbapara, P.O. Krishnapur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700 102, represented by its' Partners **1. SRI SARAT KUMAR MONDAL,** son of Late Abinash Chandra Mondal, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at Krishnapur, Purbapara, P.O. Krishnapur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700 102, **2. SRI DIPAK KUMAR DEY,** son of Late Susanta Kumar Dey, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at BE/4, Rabindrapally, Krishnapur, P.O-PrafullaKanan, P.S- Baguiati, District-North 24 Parganas, Kolkata - 700 101, by way of a registered Development power of Attorney being No. 14074, dated 13.12.2013 registered at A.D.S.R.O. Rajarhat.

**AND WHEREAS** the land owner No. 6 and Bapi das purchased a piece or parcel of land measuring an area of **4 cottahas 12 chittacks** be the same a little more or less comprised in C.S. Dag No. 5370, **R.S. Dag No. 3825** under C.S. Khatian No. 560, **R.S. Khatian No. 69** lying and situated at **Mouza- Krishnpur,** J.L. No. 17, Re.Su. No. 180, Touzi No. 228/229previously P.S. Rajarhat, presently P.S. Baguiati, District North 24 Parganas, within the local limits of Rajarhat Gopalpur Municipality by way of a registered Deed of Sale being No. 4827 dated 11.12.1997 registered at A.D.S.R.O Bidhan Nagar (Salt Lake City) for the year 1997.

**AND WHEREAS** the said Bapi Das died leaving intested being him mother namely Hemanta Bala Das wife the Vendor No. 7 two daughter the Vendor 8 & 9 herein.

**AND WHEREAS** the said Hemanta Bala Das transferred and gifted her undivided 1/4th share of land in favor of the Vendor No. 7 to 9 herein by way of a registered Deed of Gift being No. 06752 dated 05.06.2012 registered at A.R.A.-II Kolkata for the year 2012.

**AND WHEREAS** by way of such sale, gift and inheritance the land owner No. 6 to 9 herein are the absolute owner of a land measuring an area of **4 cottahas 12 chittacks** be the same a little more or less comprised in C.S. Dag No. 5370, **R.S. Dag No. 3825** under C.S. Khatian No. 560, **R.S. Khatian No. 69** lying and situated at **Mouza- Krishnpur,** J.L. No. 17, Re.Su. No. 180, Touzi No. 228/229previously P.S. Rajarhat, presently P.S. Baguiati, District North 24 Parganas, within the local limits of Rajarhat Gopalpur Municipality.

**AND WHEREAS** the aforesaid Land owners/Vendor No. 6 to 9 herein with a view to Developing the said land by way of raising certain construction chalked out the project inviting attention to the Developer to Develop the said plot of land by raising multi storied building thereon and as such the Land owners/Vendors No. 6 to 9 entered into an Agreement with the Developer herein by way of registered Development Agreement being No. 01592 dated 14.02.2014 registered at A.D.S.R.O. Rajahat with certain terms, conditions and stipulations therein mentioned.

**AND WHEREAS** the land owners No. 6 to 9 herein also executed a development power of attorney in favor of the **D.S. NIRMAN,** a Partnership firm having its' office at Krishnapur, Purbapara, P.O. Krishnapur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700 102, represented by its' Partners **1. SRI SARAT KUMAR MONDAL,** son of Late Abinash Chandra Mondal, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at Krishnapur, Purbapara, P.O. Krishnapur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700 102, **2. SRI DIPAK KUMAR DEY,** son of Late Susanta Kumar Dey, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at BE/4, Rabindrapally, Krishnapur, P.O. Prafulla Kanan, P.S. Baguiati, District North 24 Parganas, Kolkata - 700 101, by way of a registered Development power of Attorney being No. 1600, dated 14.02.2014 registered at A.D.S.R.O. Rajarhat.

**AND WHEREAS** the land owner No. 2 herein is the absolute owner of a land measuring an area of **11 chittacks 20 sq.ft.** be the same a little more or less comprised in C.S. Dag No. 5370, **R.S. Dag No. 3825** under C.S. Khatian No. 560 **R.S. Khatian No. 69** lying and situated at **Mouza- Krishnpur,** J.L. No. 17, Re.Su. No. 180, Touzi No. 228/229 previously P.S. Rajarhat, presently P.S. Baguiati, District North 24 Parganas, within the local limits of Rajarhat Gopalpur Municipality by way of a registered Deed of sale being No. 04075 dated 30.03.2006 registered at A.D.S.R.O Bidhan Nagar (Salt Lake City), the said deed duly copied in Book No. 1, Volume No. 246, Pages from 247 to 261 for the year 2006.

**AND WHEREAS** the land owner No. 3 herein is the absolute owner of a land measuring an area of **11 chittacks 20 sq.ft.** be the same a little more or less comprised in C.S. Dag No. 5379, **R.S. Dag No. 3825** under C.S. Khatian No. 560 **R.S. Khatian No. 69** lying and situated at **Mouza- Krishnpur,** J.L. No. 17, Re.Su. No. 180, Touzi No. 228/229 previously P.S. Rajarhat, presently P.S. Baguiati, District North 24 Parganas, within the local limits of Rajarhat Gopalpur Municipality by way of a registered Deed of sale being No. 10155 dated 04.10.2010 registered at A.D.S.R.O Bidhan Nagar (Salt Lake City), the said deed duly copied in Book No. 1, Volume No. 16, Pages from 10822 to 10840 for the year 2010.

**AND WHEREAS** the aforesaid Land owners/Vendors No. 2 & 3 herein with a view to Developing the said land by way of raising certain construction chalked out the project inviting attention to the Developer to Develop the said plot of land by raising multi storied building thereon and as such the Land owners/Vendors No. 4 entered into an Agreement with the Developer herein by way of registered Development Agreement being No. 05123 dated 28.04.2015 registered at A.D.S.R.O. Rajahat with certain terms, conditions and stipulations therein mentioned.

**AND WHEREAS** the land owner No. 2 & 3 herein also executed a development power of attorney in favor of the **D.S. NIRMAN,** a Partnership firm having its' office at Krishnapur, Purbapara, P.O. Krishnapur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700 102, represented by its' Partners **1. SRI SARAT KUMAR MONDAL,** son of Late Abinash Chandra Mondal, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at Krishnapur, Purbapara, P.O. Krishnapur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700 102, **2. SRI DIPAK KUMAR DEY,** son of Late Susanta Kumar Dey, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at BE/4, Rabindrapally, Krishnapur, P.O. Prafulla Kanan, P.S. Baguiati, District North 24 Parganas, Kolkata - 700 101, by way of a registered Development power of Attorney being No. 5127, dated 28.04.2015 registered at A.D.S.R.O. Rajarhat.

**AND WHEREAS** the purchasers after hearing as well as seeing the work of construction of the multi storied building to purchase the entire second schedule property upon the land of the first schedule property underneath the building is situated at or for the price settled and agreed by and between the parties and the Developer accepted the said proposal of the purchasers subject to terms and conditions herein contained.

**AND WHEREAS** in this agreement unless it is contrary and/or repugnant to the context.

**(i)PURCHASERS** shall mean and include:

(a) If the Purchasers be an individual then his/her respective heirs, executors, administrators, legal representatives and/or permitted assigns.

(b) If the Purchasers be an Hindu undivided family then Karta and Member for the time being and/or their survivors and Respective heirs, executors, administrators, legal representatives and/or permitted assign.

ii) **LAND OWNERS/VENDORS** shall mean and include the above named land owners/vendors and unless otherwise repugnant to the subject or context their respective heirs, executors, legal representatives and the successor in interest and assign as the case may be.

iii) **LAND** shall mean the whole of the land surround almost all sides by pucca boundary walls as fully set out and described in the **FIRST SCHEDULE** hereunder written.

iv) **BUILDING** shall at present mean and include multi storied  building  which the Developer is constructing on the said land on the basis of plan sanctioned by the Rajarhat Gopalpur Municipality comprising of so many residential fiats/garage/shop etc. to be known as  “**NIRMAN GARDEN( BLOCK A & B )**”.

v) **UNIT** shall mean and include the **residential flat** in the building intended and/or capable of being exclusively occupied by the purchasers to purchasing in terms of this agreement as fully described in the **SECOND SCHEDULE** so to be constructed in the specification given in the **FOURTH SCHEDULE** written herein below.

vi)  **PLANS** shall mean the plans elevations designs and specifications of the Construction as prepared by the architects employed by the Developer and will include variation therein as and when made by the Developer.

vii) **COMMON PARTS AND AREAS** shall mean the parts and equipments provided in the land and building for common use and enjoyment.

viii) **AGREEMENT** shall mean the Development agreement dated 8th day of May 2013 between the land owner/vendor and Developer for Development of the Said Premises by construction of the building as mentioned.

ix)  **COVERED AREA** shall mean and include the built up area measured at floor level of any unit taking the external dimension of the unit including the built up area of balconies/Verandahs save and excepting the walls separating one unit from other of which 50% only to be added.

x)   **SALEABLE AREA/TOTAL SUPER BUILD AREA** shall mean and included;-

a) **FOR FLAT/UNIT** thecovered area of the flat/unit with proportionate share of lift, staircase, lobby, landing and meter space of the said building to be measured on covered area plus 25% super built up area.

xi)  **ARCHITECT** shall mean the Architect as may be appointed by the **D.S NIRMAN**.

xii) **THE ADVOCATE** shall appoint by the Developer.

xiii) **CO-OWNERS**shall according to its context mean all person who have agreed to own flat/covered space in the building including the owner for the unacquired thereon acquired and any other portion  under his ownership and the roof of the building as under ownership and possession.

ivx) **ASSOCIATION** shall mean the association to be constituted by the unit owners at their costs with the necessary approval of the Developer.

vx) **SINGULAR** shall include the plural and vice - versa.

vix) **MASCULINE** shall include the feminine and vice - versa.

**AND WHEREAS** the purchasers hereby irrevocably agrees on specific condition the purchasers will not any time claim any pre-emption in respect of any constructed unit/units with undivided proportionate importable share in the land directly underneath the units by the and/or against any other purchasers in the same building.

**AND WHEREAS** the purchasers have satisfied about building in plan and other documents for title of the land owners/vendors and thereafter has agreed not to raise any objection.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND** **DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS**:-

**1.**   That the Developer agreed to sell and the purchasers agreed to purchase the entire **SECOND****SCHEDULE** property written herein below, hereinafter referred to as the “**SAID UNIT”** together with undivided impartible proportionate share of the land of the first schedule along with proportionate share of enjoyment undivided interest in the common area. The price consideration money as mentioned in the **PART- 1** having mode of payment by the purchasers to the Developer in the manner as stated in **PART- II** of the **THIRD SCHEDULE**  written hereto without any fail. The actual area of the Said Unit shall be determined after final measurement at the time of giving final possession and as such the purchasers shall accept the said area on any variation either increased and/or decreased without raise any objection thereof.

**2.**   The details of the specification of the construction of the said building and the “Said Unit” have been furnished in the **FOURTH SCHEDULE** written hereunder and any extra work other those specified therein shall be charged and payable extra as per rate to be decided by the Developer before undertaking execution of the said extra work and for which no outsider, constructor and or labour will be allow to work. All payment for extra work shall be paid by the purchasers to the Developer before commencement of the work by the Developer.

**3.**   That the layout specification of the “Said Unit” may be altered and/or modified on account of technical reasons with prior reference and/or notice to the purchasers for the same .

**4.** The Developer shall put their best endeavour to complete the Construction and to given the possession of the “Said Unit” subject to make full payment of consideration money **PROVIDED HOWEVER** if there by any interruption in the consideration work due to any order by the Government or any other statutory authority or prevented by any unforeseen reason beyond the control of the Developer and/or any Force Major then the period of such delay or interruption in the completion of construction shall be excluded the time should be extended to be needed for completion of the construction of the said Unit. The purchasers will not claim any compensation for the said delay in any manner whatsoever.

**5.** That the mode of transfer and the terms and conditions and convents of the Deed of conveyance as well as the preparation and/or making the Deed of Conveyance and all the documents related to the “Said Unit” to be executed in purchasers hereof, shall be such as be settled, drawn, written and finalized by the Advocate of the Developer.

**6.** That all the costs, charges and expenses for stamp duty, registration fees and fees of the Advocate for registration and also for preparation and drawn of this agreement and also for completion of the Deed of Conveyance in favor of the purchasers shall be borne and paid by the purchasers absolutely.

**7.** That the purchasers shall bear and pay the proportionate share in the costs and maintenance of the common service and facilities as may be determined from time to time by the association to be formed as enumerated in the **FIFTH SCHEDULE** hereto with effect from the date of issue of notice for taking possession of the **said unit.**

**8. That the Purchasers both hereby convenience with the Land owners/ Vendors and Developer as follows :-**

i) The  purchasers shall not for any reason whatsoever obstruct Developer for completion of further construction of any part of the building and/or any part thereof notwithstanding any temporary inconvenience to the purchasers in enjoyment of the said flat and the common area.

ii) The purchasers shall not for any reason whatsoever obstruct the Developer and/or land owner/vendor in their transferring the remaining share in the land and/or other portion of the building and/or any parts thereof to any other person thereof for sale and/or to occupy it from time to time

iii) The purchasers shall allow the Developer and his workman to enter into the said flat for carrying out the work required for the common purpose by giving prior notice to the purchasers.

iv) The purchasers shall pay the proportionate share of the common expenses regularly and punctually in respect of all to goings and the rates and taxes for the land and the building and shall be liable to pay for all the charges for electricity and other utilities/services, Municipal rates relating to the said flat wholly.

v) To maintain the said flat at the Purchaser’s own cost in good tenable repair and condition nor change/alter or make addition in or to the building in which the said flat or any part thereof is situated.

vi) Not to store in the said flat any goods which are of Hazardous combustible of dangerous in nature or are on heavy as to damage the construction or structure of the building in which the said unit is situated or storing or which is unlawful and in case any damage is caused to the building or the said flat situated therein due to negligence or default of the purchasers then the purchasers shall be liable for the consequence of the branch or any such default.

vii) To carry out at purchasers own costs all internal repair to the said unit addable maintain the said unit in the condition, state and order in which it will be delivery by the Developer to the purchasers and shall not do or suffer to be done anything in or to the building in which the said flat is situated in violation of the purchasers committing any act in contravention of the above provision the purchasers shall be responsible and liable for the consequence thereof.

viii) Not to demolish or cause to be demolished the said flat or any part thereof not at any time make or cause to be made any addition or alteration of whatsoever nature in or to be made any addition or alteration of whatsoever nature in or to the said flat or any part thereof nor any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains, pipes in the said flat and appurtenances thereto in good tenantable repair condition and maintenance and shall not damage to columns, beams, walls, slabs or R.C.C. or other structural members in the said flat causing danger to the existing structure of the building where on the said flat is situated without prior written permission of the association.

ix) Not to throw dirt, rubbish rags, garbage or other refuses or permit the same to be thrown from the said flat in the compound or any portion of the said building in which the said flat is situated.

x) The purchasers shall not let, sublet, transfer, assign the purchaser’s interest or benefit of this Agreement or part with the possession of the said flat until all the dues payable by the purchasers to the Developer under this agreement.

xi) The purchasers shall observe and perform all the Rules and Regulations which the association or society may adopt at its formation and its addition, alteration or amendment thereof that may be made from time to time for protection and maintenance of the building and the flats therein and for the observance and performance of the Building Rules, Regulation and bye laws for the time being of the concerned local authority and of the Government and other public bodies, But prior to formation of the society/association the purchasers shall observe all the rules formed by the Developer regarding the manner to use of the said flat common parts and the said flat.

xii) Not to cause any annoyance or nuisance to the co-Purchaser(s) and/ or other occupants of the said building and/or the owners and/or to the neighbors thereof.

xiii) Not to claim any partition or subdivision of the said land or the common parts and not to make any partition of the said flat any mates and bounds.

**9.** The purchasers shall pay costs and expenses in whatsoever nature for procurement of individual electric meter for the said flat from the W.B.S.E.D.C.L and proportionate share of Transformer.

**10.** Nothing contained in this agreement is intended to be nor shall be construed as a grant demise or assignment in law of the said flat hereby agreed to be sold. All open space, lift, lobbies, staircase, traces, covered space the property of the Developer save the restricted use thereof as permitted hereunder **PROVIDED HOWEVER** the top roof or the Terrace with right for further construction of amenities which shall provided to the flat owners.

**11.** All Notices to be served on the purchasers as contemplated by this agreement shall be deemed to have been duly served if sent to the purchasers by the Registered post with A/D or under certificate or posting at Preacher’s given herein.

**12.** That all disputes and differences by and between the parties hereto in any way relating to or connected with the building and/or this agreement and/or anything to or connected with the building and/or this agreement and/or anything done in pursuance hereof shall be referred to for arbitration to the Advocate as appointed by the Developer and purchasers for the adjudication in accordance with the Arbitration Act. 1996.

**13.** That the Courts of North 24 parganas alone shall have the Jurisdiction to try and entertain and dispute or differences arising out of the present agreement between the parties hereto.

**14**. The purchaser are entitled to borrow the money from the Nationalized Bank or any other banks and /or financial institutions for the purpose of purchasing of the said Flat from the Vendors and if the said money is not available from the said authorities, they cannot be bound to purchase the said flat and in that event the vendors shall refund the said part of the consideration money to the purchasers without any interest within 3 (Three) days from the date of receipt of the letter to be issued by the purchasers to vendors in this regard.

**15** The vendors shall extend their Co- operation towards the purchasers for the purpose of getting financial assistance from the said authorities.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(Description of land)**

**ALL THAT** piece or parcel of land measuring an area of **13 cottahas 6 chittacks 43 sq.ft.** be the same a little more or less comprised in C.S. Dag No. 5370 & 4037 **R.S. Dag No. 3825 & 3826,** under C.S. Khatian No. 560,345, **R.S. Khatian No. 69,143** lying and situated at **Mouza- Krishnapur,** J.L. No. 17, Re.Su. No. 180, Touzi No. 228/229, P.S. Baguiati, District of North 24 Parganas, within the limits of Rajarhat Gopalpur Municipality (Formerly) Bidhannagar Municipal Corporation (Presently), Ward No- 35 (OLD), 26 (New), Previously A.D.S.R.O., Bidhan Nagar (Salt Lake City) at present Rajarhat.

**butted and bounded by:-**

**ON THE NORTH BY :** 8 feet Common passage.

**ON THE SOUTH BY :** Land of Rupantar Construction & Dipti Saha.

**ON THE EAST BY :** R.S. Dag No. 3825.

**ON THE WEST BY :** 15 feet wide Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(Description of Flat hereby sold)**

**ALL THAT** a self contained residential flat in and **Bearing** **No. A5** on the **Fifth floor** having super built up area of **831 Sq. ft.** be the same a little more or less comprising of Two bed rooms, one Dining cum Living room, one kitchen, One toilet, One W.C & One balcony, in the Apartment named as **"NIRMAN GARDEN ( BLOCK-B )** at **Krishnapur, Purbapara, P.O. Krishnapur, previously P.S. Rajarhat presently P.S. Baguiati, District North 24 Parganas, Kolkata- 700102** along with proportionate share of common areas, stair, roof, lift facilities connected therewith including the undivided proportionate share of land of the said premises morefully and particularly described in the First Schedule herein written above, also delineated in the Plan or **map** annexed hereto bordered **RED** verge.

**THE THIRD SCHEDULE REFERRED TO:**

**PART- 1 (Total Price)**

**The total price consideration/sale price** of the **“Said Flat”** being sum of **Rs. 26,59,200/- ( Rupees twenty Six Lakh Fifty Nine Thousand Two Hundred )** only the total consideration preface shall be calculated in respect of the total super built up area and/or saleable area of the said flat as mentioned on the second Schedule being measured after completion of the same multiplied by @ **Rs. 3200/-** Only per square feet.

**PART II (Mode of Payment)**

The Payment of total consideration/sale price shall be paid to the developer in the following manner:-

|  |  |  |
| --- | --- | --- |
| **INSTALLMENT**  **NO.** | **PAYMENT STAGE** | **PERCENTAGE / AMOUNT** |
| One | At The Time of Agreement | **Rs. 1,00,000/-** |
| Two | At the time of possession within 30 days from this Agreement | **Rs. 25,59,200/-** |

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Material to be used)**

**1. STRUCTURE** Building Designed with R.C.C Frame structure rests on strip column foundation as per structural design approved by the competent Authority.

**2. EXTERNAL WALL** 8”/5” thick brick wall and plastered with Cement Mortar.

**3. INTERNAL WALL** 5” or 3” thick brick wall and Plastered with Cement Mortar to be finished with plaster of Paris.

**4. DOORS** All door frames of the door in the flat shall be made of good quality sal wood.  All the doors are made as flash doors except toilet and W/C. The doors of toilet and W/C shall be made of PVC.

**5. WINDOWS:**  Aluminum window frame with shutter palla fitted by 3 mm thick glass.

**6. KITCHEN:**  Granite cooking platform and sink will be stainless steel and 3’-0” height Glazed Tiles above the platform to protect the oil spot. One C.P. sink cock point will be provided.

**7. SANITARY FITTING:**  One E.W.C of standard quality with cistern along with bib cock and one C.P wall mixture with one shower point in common bathroom with 6’-0’’ height designer Glazed tiles from floor level. These toilets are made of standard materials & One Basin shall be fitted. All the external and internal sanitary plumbing lines are made of high density standard pipes. All the sanitary lines to be connected with Septic tank and waste water lines with the drain source.

**8. W.C:** One E.W.C of standard quality with cistern along with bib cock in attached bathroom with 6’-0’’ height designer Glazed tiles from floor level. These toilets are made of standard materials & One Basin shall be fitted. Apart from above, extra payment to be paid for extra works by the purchasers.

**9. WATER:** 24 hours water facility through O.H Tank from the source of Deep tube well which installed inside the Apartment compound.

**10. FLOORING:** All the floor are finished with Vitrified tiles with 4” skirting.

**11. GRILL:** Standard quality of Grill shall be fixed at balcony/ Verandah & all windows upto 3’-0” height only.

**12. ELECTRIFICATION:**

**1 BHK :** 29 Nos of Electrical points shall be provided

**2 BHK** **:** 39 Nos of Electrical points shall be provided

**3 BHK** **:** 45 Nos of Electrical points shall be provided

Apart from above, extra payment to be paid for extra works by the purchasers.

**LIFT:**  Four passengers lift shall be provided

**AND**

**14. PAINTING**

    a)   Inside wall of the flat will be plaster of paris and external wall with weather coat or equivalent.

     b)   All door and frames painted with two coats primer.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(COMMON EXPENSES)**

**1.**All costs of the Maintenance operating, replacing, white washing, painting, re-building, re-constructing, decorating, re-decorating and light the common area and also the walls, other walls on the building.

**2**. All charges and deposit for suppliers of common facilities and utilities.

**3.** The salaries of all the person employed the said purpose.

**4.** Insurance premium for insurance of the building against earthquake, fire, lighting, mob, violence, civil commodities damage, etc.

**5.** Municipal tax, multistory building taxes other outgoings those separately assessed on the respective flat/Unit.

**6.** Cost and charges of establishment for maintenance of the building and for watch and guard stuff.

**7.** All litigation expenses for protecting the title of the land with building.

**8.** The expenses incurred for maintenance the office for common expenses.

**9.** All expenses mentioned as above shall be proportionate borne by the co-Purchasers on or from date of taking charges and occupation of their respective unit.

**IN WITNESSES WHEREOF** we the aforesaid parties of this agreement have put out respective hands and seals, the day, month and year first above written.

**SIGNED SEALED AND DELIVERED**

**IN PRESENCE OF**

**WITNESSES:-**

**1.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of the constituted Attorney**

**on behalf of Land owner/Vendor.**

**2.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of the Developer**

**Drafted and Prepared By:-**

**Manoj Kanti Sikder**

Advocate

Barasat Judges’ Court

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of the Purchaser**

**MEMO OF CONSIDERATION**

**RECEIVED**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Date** | **Bank** | **Branch** | **Cheque No** | **Amount** |
| **19/01/18** | **SBI** | **Durgapur** | **011251** | **Rs. 50,000.00** |
| **19/01/18** | **SBI** | **Durgapur** | **011252** | **Rs.50,000.00** |
|  |  |  |  |  |
|  |  |  |  |  |

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SIGNATURE OF THE DEVELOPER**

**SIGNED SEALED AND DELIVERED**

**IN PRESENCE OF**

**witnesses:**

**1.**

**2.**