

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE made this the ..... day of December, Two Thousand and Twenty Five (2025) B E T W E E N **MR. SOMEJIT SAHA** (PAN-GUYPS2835H, AADHAAR No.3773 8444 6108, D/B- 27.02.1998) son of Mr. Jitesh Saha, by faith Hindu, by occupation Legal Practitioner, by Nationality Indian, residing at 22/1, Bonomali Naskar Road, P.O.& P.S. Parnasree, Kolkata- 700 060 hereinafter called and referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Partners and his heirs executors, administrators and assigns ) of the FIRST PART; The Vendor is being represented by his lawful constituted Attorney **M/S. B. SAHA AND CO.** a proprietorship firm, having it's office at 23, Bonomali Naskar Road, P.O. & P.S. Parnasree, Kolkata- 700 060, represented by is sole proprietor **MR. JITESH KUMAR SAHA** (PAN-AVPPS2259D, AADHAAR No.4624 6106 8859, D/B-30.04.1972) son of Late N.C. Saha, by faith Hindu, by occupation Business, by Nationality Indian, residing at 23, Bonomali Naskar Road, P.O. & P.S. Parnasree, Kolkata- 700 060 through a registered Development Power of Attorney which was registered on 21.02.2025 in the office of the D.S.R.-II at Alipore and recorded in Book No. 1, Volume No. 1602-2025, pages from 103903 to 103918, Being No. 160202527 for the year 2025.

**A N D**

(1)**MR.** -----(PAN-----, Aadhaar No.-----) son of-----, by faith-----, by occupation -----, by Nationality Indian hereinafter jointly called and referred to as the **PURCHASERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to men and include their respective heirs, executors, administrators, legal representatives and assigns) of the SECOND PART ;

**A N D**

**M/S. B. SAHA AND CO.** a proprietorship firm, having it's office at 23, Bonomali Naskar Road, P.O. & P.S. Parnasree, Kolkata- 700 060, represented by is sole proprietor **MR. JITESH KUMAR SAHA** (PAN-AVPPS2259D, AADHAAR No.4624 6106 8859, D/B-D/B-30.04.1972) son of Late N.C. Saha, by faith Hindu, by occupation Business, by Nationality Indian, residing at 23, Bonomali Naskar Road, P.O. & P.S. Parnasree, Kolkata-700 060 hereinafter called and referred to as the "**DEVELOPER/CONFIRMING PARTY**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the THIRD PART

WHEREAS at all material point of times and for all intents and purposes one Joy Krishna Paul ( since deceased) son of Tarapada Paul of 25, Paddapukur West Lane, Kidderpore, Kolkata- 700 023 was absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring an area 1.08 Acres be the same a little more or less lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under C.S. Khatian No. 238, in Dag No. 511, within the then limit of the South Subarban Municipality, under Police Station Behala now Parnasree, in the

District of 24- Parganas now South 24- Parganas along with other properties being recorded owner by paying the rates and taxes regularly to the Authority Concerned.

AND WHEREAS the said Joy Krishna Paul who during his life time and at the time of his death was a Hindu Governed by the Dayabhaga School of Hindu law died intestate sometime in the year 1936 leaving his surviving **Smt. Kumudini Paul**- wife and (1)Khagendra Nath Paul, (2) Nagendra Nath Paul, (3) Sailendra Nath Paul – three sons as his only heirs and legal representatives to inherit the said property as per the law of inheritance then prevailing amongst the Hindus Governed by the Dayabhaga School of Hindu Law or Bengal School of Hindu Law.

AND WHEREAS subsequently the said Kumudini Paul also died intestate leaving behind her three sons namely (1)Khagendra Nath Paul, (2) Nagendra Nath Paul, (3) Sailendra Nath Paul as her only legal heirs, successors and nominees who according to the Hindu rights duly acquired the said property by way of inheritance in ejmali.

AND WHEREAS it is herein mentioned that as per the provisions of Hindu women's Right to property Act the widow and unmarried daughter had life interest in the property left by predecessor-in-interest and after new enactment of the Act in the year 1956 the life interest converted into absolute interest, but the daughter married before 1953 and 1956 they got no interest in the property left by their father and mother. Hence the aforesaid only three sons namely (1)Khagendra Nath Paul, (2) Nagendra Nath Paul, (3) Sailendra Nath Paul became the absolute bonafide joint owners of the property left by their father and mother.

AND WHEREAS while seized and possessed of the aforesaid property as joint owner, the aforesaid Khagendra Nath Paul unfortunately breathed his last and died intestate and left for his heavenly abode leaving behind in this material world his five successors namely (1) Sri Arun Kumar Paul, (2) Sri Arup Kumar Paul – as two sons, (3) Kumari Rekha Rani Paul, (4) Kumari Bani Paul- as two unmarried daughters and (5) Shafali Paul alias Smt. Shafalika Paul- as widow who jointly inherited the undivided 1/5<sup>th</sup> equal share of the aforesaid property left by the said deceased, all being governed by the Dayabhaga Schools of Hindu law of Succession.

AND WHEREAS while jointly seized and possessed of the aforesaid property the said Sailendra Nath Paul died intestate leaving behind (1) Sri Arun Kumar Paul, (2) Sri Arup Kumar Paul (3) Kumari Rekha Rani Paul, (4) Kumari Bani Paul, (5) Shafali Paul alias Smt. Shafalika Paul ( all are legal heirs of his deceased brother Khagendra Nath Paul), (6)Sri Biswanath Paul and (7) Sri Tapan Kumar Paul (both are the legal heirs of his deceased brother Nagendra Nath Paul) as his only legal heirs, successors and nominees who according to the Hindu rights duly acquired the said property by way of inheritance in ejmali.

AND WHEREAS while thus seized and possessed of the said property and every part thereof the said Rekha Rani Paul died intestate as **spinster** leaving behind her widow mother Shafali Paul alias Smt. Shafalika Paul and two brothers namely Arun Kumar Paul and Arup Kumar Paul and only sister Bani Paul as her only legal heirs, successors and/ or representatives who according to the Hindu rights duly acquired the said property by way of inheritance in ejmali.

AND WHEREAS while thus seized and possessed of the said property and every part thereof the said Bani Paul died intestate as **spinster** leaving behind her widow mother Shafali Paul alias Smt. Shafalika Paul and two brothers namely Arun Kumar Paul and Arup Kumar Paul as her only legal heirs, successors and/ or representatives who according to the Hindu rights duly acquired the said property by way of inheritance in ejmali.

AND WHEREAS while seized and possessed of the aforesaid property being the joint owners, the aforesaid Sri Arun Kumar Paul, Sri Arup Kumar Paul and Shafali Paul alias Smt. Shafalika Paul jointly recorded their names with the Assessment record of the Kolkata Municipal Corporation and the said property is known and numbered as **Municipal premises No. 96, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0160-2, under Police Station Parnasree, in the District of South 24- Parganas and paying the rates and taxes regularly to the Authority Concerned.

AND WHEREAS during his life time executing no other acts, deeds, matters and/ or any will said Arun Kumar Paul died intestate on 27.03.2004 as issueless leaving behind surviving his widow SMT. SHILA PAUL as his only legal heir and by virtue of the provisions of the Hindu succession Act, the said legal heir of the Late Arun Kumar Paul was absolute owner of the property left by her predecessor-in-title and since then said Smt. Shila Paul was the sole and absolute owner of the said property.

AND WHEREAS subsequently while seized and possessed of the aforesaid property being the recorded owner said Arup Kumar Paul died intestate on 01.01.2008 as unmarried leaving behind the present Vendor Smt. Shila Paul (wife of deceased brother namely Arun Kumar Paul) as his only legal heirs, successors and nominees who inherited share of the aforesaid property left by the said deceased, being governed by the Dayabhaga Schools of Hindu law of Succession and the aforesaid Shafali Paul alias Shafalika Paul also died intestate on 09.08.2005 leaving behind the aforesaid heirs who inherited share of the aforesaid property left by the said deceased, being governed by the Dayabhaga Schools of Hindu law of Succession.

AND WHEREAS herein mentioned that the aforesaid property had been finally published in the L.R. Record of Right in L.R. Dag No. 511 under L.R. Khatian No. 449 in the name of Arun Kumar Paul, L.R. Khatian No. 470 in the name of Arup Kumar Paul, L.R. Khatian No. 1958 in the name of Tapan Kumar Paul, L.R. Khatian No. 3326 in the name of Bani Paul, L.R. Khatian No. 3495 in the name of Biswanath Paul, L.R. Khatian No. 4504 in the name of Rekha Rani Paul, L.R. Khatian No. 5134 in the name of Shafali Paul alias Shafalika Paul and L.R. Khatian No. 5182 in the name of Sailendra Nath Paul respectively and paying the rates and taxes regularly to the Authority Concerned.

AND WHEREAS thus the aforesaid Shila Paul lawfully and absolutely seized and possessed of **ALL THAT** piece and parcel of land measuring an area 20 (Twenty) Cottahs be the same a little more or less along with several Tile Shed Structure Standing thereon fully occupied by unauthorized occupiers and Tenants lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian No. 238, under L.R. Khatian Nos. 449, 470, 5134, 4504 3326 5182, in L.R. Dag No. 511, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) **at Municipal premises No. 96, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0160-2, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas free from all encumbrances morefully and particularly described in the **Schedule** hereunder written and free from all encumbrances, charges, lien, lispendants, vesting, requisition, acquisition, attachment or any other defect in title of whatsoever nature.

AND WHEREAS by virtue of a registered conveyance being executed on 29.03.2023 and registered on 12.04.2023 made between the said Smt. Shila Paul therein mentioned as the Vendor of the one part and Mr. Jitesh Kumar Saha therein mentioned as the Purchaser of the other part and for the valuable consideration mentioned therein the said Vendors sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser **ALL THAT**

piece and parcel of undivided 1/4<sup>th</sup> share and interest of the land measuring an **area 05 (five) Cottahs** out of the total area of the land measuring 20 (twenty) Cottahs be the same a little more or less along with Tile Shed Structure measuring an area 500 sq.ft. Standing thereon measuring an area 500 sq.ft. lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian No. 238, under L.R. Khatian Nos. .449, 470, 5134, 4504 3326 5182, in L.R. Dag No. 511, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) **at Municipal premises No. 96, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0160-2, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas and the said conveyance was registered in the office of the D.S.R.-III at Alipore and recorded in Book No.1, Volume No. 1603-2023, pages from 144105 to 144128, Being No. 160304742 for the year 2023.

AND WHEREAS by virtue of a registered conveyance being executed on 30.03.2023 and registered on 13.04.2023 made between the said Smt. Shila Paul therein mentioned as the Vendor of the one part and Mr. Jitesh Kumar Saha therein mentioned as the Purchaser of the other part and for the valuable consideration mentioned therein the said Vendors sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser **ALL THAT** piece and parcel of undivided 1/4<sup>th</sup> share and interest of the land measuring an **area 05 (five) Cottahs** out of the total area of the land measuring 20 (twenty) Cottahs be the same a little more or less along with Tile Shed Structure measuring an area 500 sq.ft. Standing thereon measuring an area 500 sq.ft. lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian No. 238, under L.R. Khatian Nos. .449, 470, 5134, 4504 3326 5182, in L.R. Dag No. 511, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) **at Municipal premises No. 96, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0160-2, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas and the said conveyance was registered in the office of the D.S.R.-III at Alipore and recorded in Book No.1, Volume No. 1603-2023, pages from 148325 to 148347, Being No. 160304871 for the year 2023.

AND WHEREAS by virtue of a registered conveyance being executed on 28.03.2023 and registered on 13.04.2023 made between the said Smt. Shila Paul therein mentioned as the Vendor of the one part and Mr. Jitesh Kumar Saha therein mentioned as the Purchaser of the other part and for the valuable consideration mentioned therein the said Vendors sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser **ALL THAT** piece and parcel of undivided 1/4<sup>th</sup> share and interest of the land measuring an **area 05 (five) Cottahs** out of the total area of the land measuring 20 (twenty) Cottahs be the same a little more or less along with Tile Shed Structure measuring an area 500 sq.ft. Standing thereon measuring an area 500 sq.ft. lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian No. 238, under L.R. Khatian Nos. .449, 470, 5134, 4504 3326 5182, in L.R. Dag No. 511, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) **at Municipal premises No. 96, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0160-2, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas and the said conveyance was registered in the office of the D.S.R.-III at Alipore and recorded in Book No.1, Volume No. 1603-2023, pages from 148210 to 148232, Being No. 160304872 for the year 2023.

AND WHEREAS by virtue of a registered conveyance being executed on 27.03.2023 and registered on 13.04.2023 made between the said Smt. Shila Paul therein mentioned as the Vendor of the one part and Mr. Jitesh Kumar Saha therein mentioned as the Purchaser of the other part and for the valuable consideration mentioned therein the said Vendors sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser **ALL THAT** piece and parcel of undivided 1/4<sup>th</sup> share and interest of the land measuring an **area 05 (five) Cottahs** out of the total area of the land measuring 20 (twenty) Cottahs be the same a little more or less along with Tile Shed Structure measuring an area 500 sq.ft. Standing thereon measuring an area 500 sq.ft. lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian No. 238, under L.R. Khatian Nos. .449, 470, 5134, 4504 3326 5182, in L.R. Dag No. 511, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) **at Municipal premises No. 96, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0160-2, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas and the said conveyance was registered in the office of the D.S.R.-III at Alipore and recorded in Book No.1, Volume No. 1603-2023, pages from 148233 to 148255, Being No. 160304873 for the year 2023.

AND WHEREAS by virtue of a registered Deed of Gift being dated 16.07.2024 registered in the office of the D.S.R.II at Alipore and recorded in Book No. 1, Volume No. 1602-2024, pages from 336339 to 336364, Being No. 160210093 for the year 2024 wherein the said Mr. Jitesh Kumar Saha gifted unto and in favour of his son Mr. Somejit Saha in respect of **ALL THAT** piece and parcel of the land measuring an **area 07 (Seven) Cottahs 07 (Seven) Chittaks 15 (fifteen) sq.ft.** be the same a little more or less along with Tile Shed Structure measuring an **area 500** sq.ft. Standing thereon lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian No. 238, under L.R. Khatian No. 11122 (formerly L.R. Khatian Nos. .449, 470, 5134, 4504 3326 5182), in L.R. Dag No. 511, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) **at portion of Municipal premises No. 96, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0160-2, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas.

AND WHEREAS while seized and possessed of the aforesaid property the present Vendor recorded his name with the Assessment registered of Kolkata Municipal Corporation being premises No. **96/2, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0820-7, under Police Station Behala now Parnasree, in the District of South 24- Parganas.

AND WHEREAS thus the present Owner lawfully and seized and possessed of **ALL THAT** piece and parcel of the land measuring an **area 07 (Seven) Cottahs 07 (Seven) Chittaks 15 (fifteen) sq.ft.** be the same a little more or less along with Tile Shed Structure measuring an **area 500** sq.ft. Standing thereon lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian No. 238, under L.R. Khatian No. 11122 (formerly L.R. Khatian Nos. .449, 470, 5134, 4504 3326 5182), in L.R. Dag No. 511, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) **at Municipal premises No. 96/2, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0820-7, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas free from all encumbrances which is morefully and particularly described in the FIRST SCHEDULE hereunder written.

AND WHEREAS the Owner is now desirous of developing the said premises by constructing thereupon a new multistoried building upon the said premises consisting of compact flats/ dwelling units mentioned in **First Schedule** hereunder in accordance with the law of the land in vogue and in accordance with the sanctioned building plan to be approved by the Kolkata Municipal Corporation for the purpose of making the said flats available for acquisition on Ownership basis . But due to financial stringency and/ or paucity of funds the Owner are unable to start the construction of the said building and had been in search of an efficient Promoter and/ or Developer who has sufficient resources to do so and who can undertake the responsibility of construction of such building of the said premises of his own arrangement and expenses.

AND WHEREAS having come to know the intention of the Owner, the Developer herein proposed to the Owner and requested them to allow and develop the said premises as per the intension and preference of the Owner by constructing the proposed building in accordance with the sanction plan to be sanctioned by Kolkata Municipal Corporation at his own arrangement, cost and expenses.

AND WHEREAS the First Party/Owner entered into a Registered development agreement with the Third Party/Developer and also upon terms and conditions mentioned therein and the said development agreement was registered on 21.02.2025 in the office of the D.S.R.-II at Alipore and recorded in Book No. 1, Volume No. 1602-2025, pages from 103919 to 103953, Being No. 160202491 for the year 2025 and also a registered Development Power of Attorney which was registered on 21.02.2025 in the office of the D.S.R.-II at Alipore and recorded in Book No. 1, Volume No. 1602-2025, pages from 103903 to 103918, Being No. 160202527 for the year 2025.

AND WHEREAS by virtue of the aforesaid Development Agreement and the aforesaid Development Power of Attorney, the Third Party/Developer herein being authorized to develop the said premises and the Third Party/Developer has already take necessary measures for construction work of **G+IV storied building** consisting of several self contained flats/units and other erection and structures in accordance with the sanctioned **building plan vide No. 2024140269 dated 11.01.2025** sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS the First Party/Owner executed a registered Development Power of Attorney in favour of the Third Party /Developer/ Vendor herein by which the First Party/Owner empowered the Second Party/ Developer to Sale, Lease and/or dispose off any part or portion of the said property for which the Third Party /Developer herein empowered execute any Agreement for Sale and may take earnest/advance money from any intending purchaser or Purchasers and also empowered to receive all payments including land costs and construction cost and other costs from the prospective purchaser or Purchaser in respect of the said Premises.

**AND WHEREAS** pursuant to the Development Agreement, the Developer has started construction of **the G+IV storied** residential building in accordance with the plan sanctioned by the Kolkata Municipal Corporation **bearing Plan No. 2024140269 Dtd. 11.01.2025** and also going to started construction of the said building in accordance with the aforesaid sanctioned building plan and started construction of the said building.

**AND WHEREAS** the Third Party/Developer has declared to sell (1) **ALL THAT** piece and parcel of one self contained residential **Flat No.-----, on the -----FLOOR**, admeasuring an **area ----- sq.ft. of carpet** area consisting of two bed rooms, one dining cum kitchen, one Toilet, one W.C. one Balcony **Together with one cover car parking space** on the ground floor at the said newly **constructed G + IV storied** building **along with** undivided proportionate share of land and common amenities and facilities attributable to the said flat of the new building to be constructed at the said **Municipal premises No. 96/2, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0820-7, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24-Parganas more fully described in the **second schedule** hereunder written.

**AND WHEREAS** the Second Party/Purchasers herein being aware of the intention of the Third Party/Developer proposed to purchase the aforementioned flat and the Third Party/Developer has agreed to sell and the Second Party/Purchasers have agreed to purchase the said (1) **ALL THAT** piece and parcel of one self contained residential **Flat No.-----, on the SECOND FLOOR**, admeasuring an **area ----- sq.ft. of carpet** area consisting of two bed rooms, one dining cum kitchen, one Toilet, one W.C. one Balcony **Together with one cover car parking space** on the ground floor at the said newly **constructed G + IV storied** building **along with** undivided proportionate share of land and common amenities and facilities attributable to the said flat of the new building to be constructed at the said **Municipal premises No. 96/2, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0820-7, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas **from the allocated portion of the DEVELOPER** at or for a consideration of **Rs. -----only** for the aforesaid flat free from all encumbrances.

**NOW THIS AGREEMENT WITNESSETH** as under :-

1. That the Developer will complete the construction of a **straight G+IV storied** building consisting of several flats of different size along with covered car parking space and specifications on the said land being **Municipal premises No. 96/2, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0820-7, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas morefully described in the Second Schedule hereunder written in accordance with the sanctioned plan as certified by the Developer's Architect.

2. The Purchasers have agreed to Purchase (1) **ALL THAT** piece and parcel of one self contained residential **Flat No.-----, on the----- FLOOR**, admeasuring an **area---sq.ft. of carpet** area consisting of two bed rooms, one dining cum kitchen, one Toilet, one W.C. one Balcony **Together with one cover car parking space** on the ground floor at the said newly **constructed G + IV storied building along with** undivided proportionate share of land and common amenities and facilities attributable to the said flat of the new building to be constructed at the said **Municipal premises No. 96/2, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0820-7, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas which is the **allotted portion to the Developer**.
3. That the Purchaser shall pay to the Developer the total consideration of -----only for the said flat in the following manner:-
 

i)	At the time of Booking	10%
ii)	On completion of ground floor roof casting	10%
iii)	On completion of first floor roof casting	10%
iv)	On completion of 2 <sup>nd</sup> floor roof casting	10%
v)	On completion of 3 <sup>rd</sup> floor roof casting	10%
vi)	After completion of brick work, plastering	15%
vii)	After completion of flooring	25%
viii)	At the time of delivery of possession <b>within 4(four) year</b>	10%
4. That the Developer has already started construction of the said building according to the plans as approved and sanctioned by the Kolkata Municipal Corporation and the Developer will also provide the necessary sanitary and plumbing including fittings and water connection in the kitchen and bath room and necessary internal wiring switches on board and power for domestic cases. The cost of installation of the separate Electric meter will be borne by the Purchasers.
5. That the Developer agrees to hand over possession of the said flat to the Purchaser **within 4(four) year** from the date of execution of this Agreement otherwise the Developer will refund the paid up earnest money to the Purchasers without any interest.
6. That if any addition or alteration is required by the Purchasers, the same shall be carried out according to the feasibility and permissibility of building rule and within the structural limitation and such addition or alteration will be considered by charging additional price on extra work as mutually agreed upon by the parties.
7. That the Developer shall not deliver the possession of the flat to the Purchasers unless the full consideration of the said flat has been paid.

8. That the Developer/Confirming party along with the Vendors shall be liable to execute the conveyance deed and register such conveyance in the name of the Purchasers of the said ownership flat.
9. That the Purchaser' share in the land shall always be undivided and they shall not have any specific right in the land on the common area and facilities as per West Bengal Apartment Ownership Act, 1972 and the undivided share and interest of the said flat hereby agreed to be sold will be held by the Purchasers with heritable and transferable rights.
10. That the Purchasers and other owner/owners of the flat/flats in the said building shall use or permit user of their respective flats only for residential purposes and not for any other purposes.
11. The Purchasers can not fix up any sign board and/ or other things at any space of the outer wall of the said building and only can fix up a name plate upon the entrance door of the said flat.
12. The Purchasers pay and bear common expenses and other outgoing expenses proportionately from the date of possession and in respect of the said building including those mentioned in the Fourth schedule hereunder written and also rates and taxes proportionate for the building and/ or to make deposits on account thereof in the manner mentioned here under within a reasonable time to the developer or upon formation of the owners' Association or Society as the case may be without raising any objection. Such amount shall be deemed to be directly payable on and from the date of possession whether physical possession of the said unit has been taken or not by the Purchasers.
13. That the Purchasers' undivided interest in soil as more fully described in the schedule hereunder written shall remain joint with other flat owners for all times and it is being hereby declared that the interest in soil as impartible.
14. That the Developer and the Vendors will offer wherever the situation demands all assistance to the Purchasers for separate mutation of the residential flat etc. in the name of the Purchasers with K.M.C. after execution of the Registered Conveyance Deed.
15. That the Developer hereby agree that the Purchasers may apply for loan to any financial institution or to his employer and the Developer and the Vendors hereby agree that they will have no objection against the Purchaser creating an equitable mortgage of the said flat/unit by deposit of all original documents like agreement of sale, receipts of payments etc and the Developer also produce the original documents in connection with the said premises as an when required.
16. That the Developer as well as the Vendors undertake to produce to the Purchaser for examination of all original documents/ papers such as title deed, Tax receipt, sanction plan and to answer queries for determination for good or marketable title of the property.

17. In the event of Society or an Association being formed and registered by the Purchaser of all the units and/ or flats in the said building, the over all authority and control of the Developer over maintenance of the building shall cease and the same shall vest in the said society Or Association and the Purchaser/ Purchasers shall abide by the Rules and regulations as laid down by the Association of owners from time to time.
18. The Purchasers shall not keep or store in or upon the said flat agreed to be sold any inflammable articles such as explosives, chemicals films or any other offensive articles such as hides or chemicals etc. giving out offensive smell.
19. That from the date of delivery of possession of the said flat the Purchasers shall pay his proportionate share towards Municipal taxes as per actual in respect of the said flat till the date of separate mutation of said flat is done and for the proportionate share or monthly maintenance charges for common service and maintenance for common portions, parts and amenities which are exclusively common for the Purchasers and also to pay proportionate share separately or any other taxes, outgoing to be levied in respect of the said flat.
20. That in case the title of the property is found to be marketable and the Developer is willing and ready to execute a registered deed of conveyance in favour of the Purchaser and if the Purchasers fail to complete the aforesaid sale on payment of the balance consideration money **within the aforesaid stipulated period**, in such case the Developer shall be entitled to cancel this agreement and return back the entire earnest money to the Purchasers without any interest.
21. That all the costs, charges, fees and expenses in connection with preparing engrossing stamping, registering the deed of conveyances or any other transfer documents or the said flat shall be payable by the Purchasers to the Advocate of the Vendors. The registration of the deed of conveyance will be executed by the Vendors immediately after receiving the aforesaid total consideration for the said flat along with legal fees. The Purchasers shall have to pay the necessary stamp duty or duties with Registration Fees on the aforesaid total consideration as per the INDIAN STAMP (West Bengal Amendment) Act, 1992 as amended up to date along with the legal charges.
22. All disputes and differences by and between the parties hereto in any way relating to or connected with the said premises and/ or the building and/ or this agreement and/ or anything done in pursuance hereof shall be settled in accordance with the extant law in force at the material time.
23. The Developer prior to handing over possession of the said unit/Flat and appurtenances and appurtenances to the Purchaser shall clear all Municipal Corporation taxes.

24. If in course of searches and investigation of title of the property is found to be affected by any notice of acquisition or requisition by the Government or any statutory body or authority or injunction or Prohibitory order from any court or authority the Purchasers shall be entitled to rescind this agreement in which event the vendor/ Developer shall refund the earnest money without any interest.
25. Notwithstanding anything herein before contained, each party shall have the right to sue for specific performance with or without damages.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(L A N D)

**ALL THAT** piece and parcel of the land measuring an **area 07 (Seven) Cottahs 07 (Seven) Chittaks 15 (fifteen) sq.ft.** be the same a little more or less along with Tile Shed Structure measuring an **area 500 sq.ft.** Standing thereon lying and situated at Mouza Behala, Pargana Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, under Khatian No. 238, under L.R. Khatian No. 11122 (formerly L.R. Khatian Nos. .449, 470, 5134, 4504 3326 5182), in L.R. Dag No. 511, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) **at Municipal premises No. 96, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0160-2, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas together with all right of easements, areas, facilities and amenities annexed thereto. The said premises is butted and bounded as follows:-

ON THE NORTH BY: Premises No. 96/1, Sagar Manna Road;  
 ON THE SOUTH BY: Rest land in premises No. 96, Sagar Manna Road;  
 ON THE EAST BY : 4.475 M. wide Road;  
 ON THE WEST BY : Other's land and building;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

- (1) **ALL THAT** piece and parcel of one self contained residential **Flat No---**, **on the -----FLOOR**, admeasuring an **area ----- sq.ft. of carpet** area consisting of two bed rooms, one dining cum kitchen, one Toilet, one W.C. one Balcony at the said newly **constructed G + IV storied** building **along with** undivided proportionate share of land and common amenities and facilities attributable to the said flat of the new building to be constructed at the said **Municipal premises No. 96/2, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0820-7, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas.
- (2) **ALL THAT** piece and parcel of one cover car parking space on the ground floor at the said newly **constructed G + IV storied** building **along with** undivided proportionate share of land and common amenities and facilities attributable to the said flat of the new building to be constructed at the said **Municipal premises No. 96/2, Sagar Manna Road, Kolkata- 700 060**, under ward No. 132, Assessee No. 41-132-10-0820-7, under Police Station Behala now Parnasree, A.D.S.R. Behala, in the District of South 24- Parganas.

**THE THIRD SCHEDULE ABOVE REFERRED TO****( COMMON PORTIONS )**

1. All paths, passages and main entrances to the premises and the building.
2. Boundary walls and main gates.
3. Drainage and sewerage and all pipes and other installations for the same (except only those as are installed within the exclusive area of any flat or any other spaces and/ or exclusively for its use).
4. Electric Meter spaces, all electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any flat or any other spaces and/ or exclusively for its use).
5. Staircases, staircase landings on all floors in the said building.
6. Lobbies on all floors of the building.
7. Water connection.
8. Lift and lift accessories, lift/ lift shaft/ machine room installations with accessories, Lift lobbies etc.
9. Water pumps, water pump spaces, water reservoir, water tanks and all common plumbing installations for carriage of water (save only those as are exclusively within for use of any flat or any other spaces) in and/ or in respect of the building.
10. Such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or about the land and the building as are necessary for passage to and/ or use of the units/flats in common by co- owners.
11. Ultimate roof of the building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO****( COMMON EXPENSES )**

1. All cost of maintenances, operating, replacing white washing painting, rebuilding reconstructing, decorating, redecorating and lighting the common portions including the outer walls of the building and boundary wall.
2. The salaries and other expenses of all persons employed for the common purposes.
3. Expenses and deposits for supplies of common utilities to the Co-Owners.
4. K.M.C. and other rates taxes and levies and all other outgoing save those separately assessed or incurred in respect of any unit/flat or any other spaces.
5. Litigation expenses incurred for the common purposes.
6. Lift room and its machineries, lift operators, maintenance crew etc.
7. Office expenses incurred for maintaining the office for common purposes, if any, and
8. All the expenses and outgoing as are deemed by the owners to be necessary or incidental for the common purposes including for creating a fund for periodic replacement, renovation, painting of the common portion.

**THE FIFTH SCHEDULE ABOVE REFERRED TO****( SPECIFICATION )**

- a) Foundation : The building is designed on R.C.C. structure.
- b) Walls : External walls to be of 200mm thick brick within both side 20 mm cement plaster all internal partition wall will be 75 mm to 125 mm thick brick with both side

12 mm thick cement plaster. All inside wall will be coated with plaster of paris. Internal common walls to be 125 mm thick brick and ceiling plaster 6 mm thick.

- c) Flooring :
- i) All bed room, living/ dining room will be finished with Marble/Tiles.
  - ii) Toilet and kitchen floor will be of the marble finish.
  - iii) Glazed tiles will be provided in all toilet up to 5 ft height and W.C. 4ft. height.
  - iv) Colour tiles will be provided at cooking shelf with 2 ft suitable glazed tiled dado upon the cooking shelf.
  - v) Bed rooms and living/ dining/ window base will be provided with Marble.
  - vi) Cooking slab with black stone.
- d) Doors and windows :
- 1) All internal and bed room doors and main panel door made of commercial flush door.
  - 2) Door frames will be made up sal wood.
  - 3) Windows will be glass fitted steel with M.S. Grill.
- e) Electrification:
- Concealed copper line will be provided in the flat, one each 15 Amps, Points will be provided in toilets and kitchen, Exhaust fan room fan point will be provided in kitchen & toilet.
- f) Plumbing and Sanitary :
- i) Concealed water line of P.V.C. pipe will be provided.
  - ii) Western type commode will be provided.
  - iii) Sink made up of Stainless steel.
  - iv) Low height PVC colour cistern will be provided.
  - v) Low height bibcock for washing will be provided at kitchen.
  - vi) All fittings i.e. bibcock, pillar cock, A.S Cock C.S cock will be C.P. make.
  - vii) Paint in doors, grilles and steel window (Primer).
  - viii) External paint finish, finish of common area, U/G Tank O/head Tank.

#### **LIFT**

One no. of Automatic Lift.

**EXTRA WORK** : In addition to the above items if the Purchasers want to provide additional items or want to change the specification of any item be allowed after getting the permission from the consulting Engineer if Purchasers fulfils the following. An estimate for additional work or the change of item, shall be worked out for the change item, shall be supplied by the Builder and the Purchasers have to pay the total amount in advance to carry out these additional/ changed items along with loft, arch or digital Tiles.

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

EXECUTED AND DELIVERED BY THE  
PARTIES AT KOLKATA IN THE  
PRESENCE OF :-

1.

(VENDOR)

2.

(PURCHASERS)

(DEVELOPER/CONFIRMING PARTY)

**MEMO OF CONSIDERATION**

RECEIVED from the within named Purchasers the within mentioned earnest money of Rs.----- only out of the total consideration as per memo given below:-

WITNESSES :-

1.

(DEVELOPER/CONFIRMING PARTY)

2.