

AGREEMENT FOR SALE

This AGREEMENT FOR SALE made this the day of February 2024 BETWEEN
SMT. KALPANA CHATTERJEE (PAN-ACHPC0164A), (AADHAR NO.),
wife of Late Balai Lal Chatterjee, by Faith-Hindu, by Occupation -Housewife, by

Nationality-Indian, residing at Dhalua West, P.O-Dhalua via Panchpota, P.S.-Narendrapur, Kolkata-700152, District-South 24 Parganas, West Bengal, hereinafter Jointly called the **OWNERS/LANDLORD** (which expression shall unless otherwise repugnant to the context be deemed to mean and include her heirs, executors, representatives, administrators and / or assigns) of the **FIRST PART**.

AND

"M/S. SPACE BUILD", a Partnership Firm (PAN-ACUFS5106K), having its registered office at P-9, Srinagar, P.O.-Panchasayar, P.S.-Sonarpur Present Narendrapur, Kolkata-700094, District-South 24 Parganas, West Bengal, VIDE MR. No. 422064, dated 12.06.2015 within the limits of Rajpur-Sonarpur Municipality, ward No.1 represented by its Partners namely 1) **SRI SOUMENDU NAHA (PAN-ACYPN3362J), (AADHAR NO.)**, son of Sri Bibhu Ranjan Naha, by faith-Hindu, by Occupation -Business, by Nationality-Indian, residing at P-9, Srinagar, P.O-Panchasayar, P.S-Sonarpur, Kolkata-700094, District-South 24 Parganas, West Bengal & 2) **SRI NIKHILESH SAHA (PAN-AIBPS6091C), (AADHAR NO.)**, son of Nimai Chandra Saha, by faith-Hindu, by Occupation -Business, by Nationality-Indian, residing at D-32, Purbasha Nayabad Avenue, P.O. & P.S-Panchasayar, Kolkata-700094, District-South 24 Parganas, West Bengal, hereinafter called the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to men and include its respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

..... (PAN-.....), (Aadhaar No.), daughter of, by faith-....., by occupation-, residing at, P.S-....., Kolkata-700145, West Bengal hereinafter jointly called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

DEFINITIONS:

For the Purpose of this Agreement for sale, unless the context otherwise requires-

- A) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017).
- B) "Appropriate Government" means the State Government.
- C) "Rules" means the West Bengal Housing Industry Regulation Rules, 2017 made under the West Bengal Housing Industry Regulation Act, 2017.
- D) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- E) "Section" means a Section of the Act.

SUBJECT MATTER OF THE AGREEMENT FOR SALE

ALL THAT piece and parcel of self-contained residential Flat, Being Flat No..... on the, of the G+III storied building named as "AARYA APARTMENT", having Carpet area Sq.Ft. i.e super built up area Sq. Ft., Consisting Bed Rooms, Dining, Kitchen, Toilet & Balcony, together with un-divided proportioned share of Bastu Land measuring an area 03 Kathas 08 Chittack i.e 06 Decimal more or less, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226, L.R. Dag No.237 under R.S. Khatian No.116, L.R. Khatian No. 340, within the limit of Rajpur-Sonarapur Municipality, RSM Ward No.02, Municipal Holding No.219, Paschim Dhalua, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas.

BACKGROUND OF THE PROPERTY:

WHEREAS one Gopal Krishna Naskar, Jiban Krishna Naskar & others were the original recorded owner of ALL THAT piece and parcel of Bastu Land measuring an area 03 Kathas 08 Chittack i.e 06 Decimal more or less, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226 under R.S. Khatian No.116, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas together with other landed property stated therein the ROR.

AND WHEREAS said Gopal Krishna Naskar died intestate leaving behind his one son Hemanta Kumar Naskar out of his other sons and daughters who were sized and possessed by inheritance of the property of said Gopal Krishna Naskar.

AND WHEREAS said Jiban Krishna Naskar, the junior brother of said Gopal Krishna Naskar on 13.01.1975 made and executed a gift deed in respect of ALL THAT piece and parcel of Bastu Land measuring an area 03 Kathas, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226 under R.S. Khatian No.116, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas in favour of said Hemanta Kumar Naskar, son Gopal Krishna Naskar, which has been registered at the office of the S.R.-Baruipur, recorded in Book No. I, Volume No. 2, Pages :- 200-204, being deed No. 109 for the year 1975.

AND WHEREAS said Hemanta Kumar Naskar by virtue of aforesaid gift deed and by virtue of inheritance became the owner of land measuring an area 03 Katha 08 Chittack, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226 under R.S. Khatian No.116, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas.

AND WHEREAS said Hemanta Kumar Naskar on 17.01.1983 sold, transferred and conveyed of land measuring an area 03 Katha 08 Chittack, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226 under R.S. Khatian No.116, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas to one Kalpana Chatterjee, which has been registered at the office of the A.D.S.R.-Sonarpur, recorded in Book No. I, Volume No. 4, Pages :- 97-103, being deed No. 155 for the year 1983.

AND WHEREAS said Kalpana Chatterjee mutated her name before the BL&LRO as well as RSM and became the sole and absolute owner of ALL THAT piece and parcel of Bastu Land measuring an area 03 Kathas 08 Chittack i.e 06 Decimal more or less, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226, L.R. Dag No.237 under R.S. Khatian No.116,

L.R. Khatian No. 340, within the limit of Rajpur-Sonarpur Municipality, RSM Ward No.02, Municipal Holding No.219, Paschim Dhalua, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas and on 11.11.2022 enter into a development agreement with "M/S. SPACE BUILD", being No.13330 for the year 2022 and also was conferred a registered GPOA, being No. 14983 for the year 2022 in favour of the developer.

AND WHEREAS said developer as per sanction building plan, being No. SWS-OBPAS/2207/2023/2314 dated 18.12.2023 from RSM started construction work upon ALL THAT piece and parcel of Bastu Land measuring an area 03 Kathas 08 Chittack i.e 06 Decimal more or less, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226, L.R. Dag No.237 under R.S. Khatian No.116, L.R. Khatian No. 340, within the limit of Rajpur-Sonarpur Municipality, RSM Ward No.02, Municipal Holding No.219, Paschim Dhalua, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas.

AND WHEREAS the said owner & developer jointly declared to sell of ----- allocation i.e ALL THAT piece and parcel of self-contained residential Flat, Being Flat No. on the, of the G+III storied building named as "AARYA APARTMENT", having Carpet area Sq.Ft. i.e super built up area Sq. Ft., Consisting Bed Rooms, Dining, Kitchen, Toilet & Balcony, together with un-divided proportioned share of Bastu Land measuring an area 03 Kathas 08 Chittack i.e 06 Decimal more or less, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226, L.R. Dag No.237 under R.S. Khatian No.116, L.R. Khatian No. 340, within the limit of Rajpur-Sonarpur Municipality, RSM Ward No.02, Municipal Holding No.219, Paschim Dhalua, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas at or for the consideration of Rs./- & the above purchaser has agree to purchase the said flat on the said consideration.

WHEREAS:

- A. Unless, in this agreement, there be something contrary or repugnant to the subject or context:

- i. **PREMISES** shall mean ALL THAT piece and parcel of Bastu Land measuring an area 03 Kathas 08 Chittack i.e 06 Decimal more or less, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226, L.R. Dag No.237 under R.S. Khatian No.116, L.R. Khatian No. 340, within the limit of Rajpur-Sonarpur Municipality, RSM Ward No.02, Municipal Holding No.219, Paschim Dhalua, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas, morefully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and wherever the context so permits or intends shall include the Building thereon.
- ii. **BUILDING** shall mean building constructed by the Developer at the said premises in accordance with the sanction building Plan No. SWS-OBPAS/2207/2023/2314 dated 18.12.2023.
- iii. **CO-OWNERS** according to the context shall mean, all the buyers/owners of the residential flat or flats who from time to time have purchased or agreed to have purchased and taken possession of any residential flat including the Developer for those Flats not so alienated or so agreed to be alienated by the Developer.
- iv. **FLAT SPACES** shall mean spaces for Flat and for motor cars not exceeding the size of medium sized motor car in the Ground floor of the building in the premises and particularly mentioned and described in the SECOND SCHEDULE hereunder written.
- v. **SAID SHARE IN THE SAID PREMISES** shall mean proportionate undivided indivisible impartible variable share in the land comprised in the said premises attributable to the said Flat including super build up area.
- vi. **DEVELOPMENT AGREEMENT** shall mean the Agreement dated 11.11.2022 entered into by and between the said Land Owner therein referred to as the Owners of the One Part and the Developer herein therein referred to as the Developer of the Other Part relating to the development of the entire project of construction of multi storied building and sale of their respective

allocation in the said Property by Developer in favour of the intended Purchaser(s) and/or his/their nominee or nominees with the express consent of the Land Owner and/or by virtue of the said Registered Power of Attorney by the Developer himself lawfully.

- vii. **DEEMED DATE FOR POSSESSION** shall mean the date of expiry of the period specified in the notice by the Developer to the Purchaser after making the said Flat habitable to take possession of the said Flat in terms of clause 4 hereinafter or the date on which the Purchaser takes actual physical possession of the said Flat after fulfilling all her liabilities and obligations in terms of the said clause 4 whichever be earlier.
- viii. **ADVOCATE** unless changed by the Land Owner and/or the Developer, shall mean Sukumar Pal, Advocate, High Court, Calcutta appointed by the Land Owner and/or the Developer for preparation of necessary agreements and instruments for transfer of the Flats in the building;
- ix. **PLAN** shall mean the plan for construction of the building sanctioned by the Rajpur-Sonarpur Municipality being Building Sanction Plan No. SWS-OBPAS/2207/2023/2314 dated 18.12.2023 and shall also include modifications thereof and/or alterations thereto as may be made by the Developer with the approval of the Engineer, without prejudice to the flat under sale agreement of the Purchaser hereto;
- x. Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.
- xi. Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER; Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.
- xii. The expression PURCHASER shall be deemed to mean and include:

- (a) In case the Purchaser be an individual or a group of persons, then his/ her or her respective heirs legal representatives executors and administrators and or any person or persons as shall be nominated by the Purchaser;
 - (b) In case the Purchaser be a Hindu Undivided Family, then its members for the time being her respective successors heirs legal representatives executors and administrators;
 - (c) In case the Purchaser be a partnership firm, then its partners for the time being its respective heirs legal representatives executors administrators;
 - (d) In case the Purchaser be a company, then its successors or successors-in-office;
- B. By the Development Agreement, the said Land Owner herein agreed to sell and transfer flats in the said land to the Developer or his nominees and also permitted and granted exclusive right to the Developer to build construct erect and complete the new building at the said Premises for the consideration and on the terms and conditions therein contained.
- C. Under the said Development Agreement it is agreed and understood by and between the said Land Owner and the Developer, inter alia, as follows:
- (i) The Developer shall at its own costs and expenses construct the Building at the Premises in accordance with the said Plan including the owner's allocation/ area;
 - (ii) **OWNER'S ALLOCATION/AREA** shall mean owners get 700 Sq.Ft. Flat on the First Floor Back Side, 700 Sq.Ft. Flat on the Second Floor Back Side and non-refundable 35 Lakhs which has been mentioned in the said development agreement including proportionate share in the common facilities and amenities of the total constructed area in the building to be constructed on the said premises.

- (iii) **DEVELOPER'S ALLOCATION/AREA** shall mean the remaining portion of the constructed area in the building as per sanction Plan No. SWS-OBPAS/2207/2023/2314 dated 18.12.2023 of Rajpur-Sonarpur Municipality and together with the undivided proportionate share and interest in the land underneath the said constructed area and all other common areas and facilities and amenities attached thereto, to belong exclusively and absolutely to the Developer with liberty to deal with and dispose of the same at his discretion.
- (iv) The Land Owner will himself or through her constituted attorney execute the several Deed or Deeds of Conveyance in respect of the proportionate undivided shares in the land comprised in the said premises attributable to the flats and other constructed areas in the Building unto and in favour of the Developer and/or her nominee or nominees and all amounts/consideration receivable against the sale and transfer of the flats, Flat spaces and/or rights and all other constructed areas in Building and the premises (which include inter alia the proportionate share in the land comprised in the said premises attributable thereto) would be exclusively received by and to the account of the Developer and the Land Owner would have no concern therewith;
- D. The Purchaser being desirous of owning ALL THAT the said Flat morefully and particularly mentioned and described in the SECOND SCHEDULE hereunder written in the Building out of the Developer's allocation, approached the Developer to sell and transfer the same to the Purchaser to which the Developer agreed at or for the consideration and on the terms and conditions hereinafter contained:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1. **TITLE & PLANS:** The Purchaser have put her good faith and caused have taken as true with regard to the title of the land as disclosed by the Developer and Land Owner themselves and accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith unless the contrary is discovered. The Purchaser(s) have also inspected the Building Plan in referred herein before in respect of the building and has also looked over the Development Agreement and fully understood the contents purport and meaning thereof and the rights and powers of the Developer there under as could be understood on plain reading and agrees and covenants not to raise any objection with regard thereto without prejudice to her rights and contentions.

2. **SALE OF PROPERTY AND CONSIDERATION:** The Developer agrees to sell and transfer of ALL THAT piece and parcel of self-contained residential Flat, Being Flat No..... on the, of the G+III storied building named as "AARYA APARTMENT", having Carpet area Sq.Ft. i.e super built up area Sq. Ft., Consisting Bed Rooms, Dining, Kitchen, Toilet & Balcony, together with un-divided proportioned share of Bastu Land measuring an area 03 Kathas 08 Chittack i.e 06 Decimal more or less, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226, L.R. Dag No.237 under R.S. Khatian No.116, L.R. Khatian No. 340, within the limit of Rajpur-Sonarpur Municipality, RSM Ward No.02, Municipal Holding No.219, Paschim Dhalua, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas.morefully and particularly mentioned and described in the SECOND SCHEDULE hereunder written AND to cause to be sold and transferred by the Land Owner to the Purchaser the said share in the said premises and the Purchaser agrees to purchase the same at or for the consideration mentioned in FIFTH SCHEDULE hereunder written payable by the Purchaser to the Developer on and subject to the terms and conditions contained herein and total consideration of Rs./-.

- 2.1 If the Developer fails and/or neglects to complete the construction and the handover within and if the PURCHASER or his nominee has fulfilled his obligation and is ready and willing to complete the transaction, the PURCHASER or his nominee will be at liberty to enforce specific performance of contract with other remedies available under the law to compel the developer and Land Owner, inter alia, to execute sale deed in time and to hand over the complete habitable peaceful vacant possession of the flat under this agreement.
- 2.2 The PURCHASER or his nominee despite receiving due notice/offer to take over the FLAT by registering sale deed fail to complete the transaction within the period above, then the developer may cancel the said Agreement for Sale by refunding the entire amount as received from the purchaser till that date deduction 10% of the fixed consideration of the flat and thereafter the developer and/or land owner shall have every right to sell the above property to anybody else.
- 2.3 Time for payment by the Purchaser correspondingly the period of completion of construction and hand over the possession of the subject flat by the Developer/Land Owner is the essence of this contract.
- 2.4 The properties and rights hereby agreed to be sold and conveyed to the Purchaser shall be one lot and shall not be partitioned or dismembered in part or parts in any manner by the Purchaser.
3. **FLAT CONSTRUCTION:** Subject to the Purchaser making payment of the consideration within the due dates stipulated hereunder and complying with her other obligations hereunder contained and subject to force majeure, the Developer will construct and complete the construction of the subject building including flat and make tenantable the said Flat in accordance with the sanctioned building plan within the period mentioned herein.
 - 3.1 The Purchaser unless any act is found repugnant to the prejudicially affected and the lawful interest generated of the purchaser under this agreement

shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the said building or on other parts of the said premises by the Developer (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the said Flat nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the building or the premises is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Purchaser or because of any act or omission on the part of the Purchaser, the Developer is restrained from construction of the Building and/or transferring and disposing off the other Flats then and in that event without prejudice to such other rights the Developer may have, the Purchaser shall be liable to compensate and also indemnify the Developer and the said Land Owner for all losses damages costs claims demands actions and proceedings that may be suffered or incurred by the Developer and/or the said Land Owner and the same shall be such as be determined by the Engineer and the amount determined by the Engineer shall be final and binding on the parties hereto.

4. **POSSESSION AND CONVEYANCE:** Upon making the said Flat tenantable positively within the Land Owner/Developer shall give a notice thereof to the Purchaser who shall within 30 days of its effective service pay the entire balance consideration and all other amounts and deposits payable by the Purchaser to the Land Owner for sale of the said Flat and fulfill all her other covenants hereunder and complete the purchase of the said Flat and take possession of the said complete Flat in good habitable condition.

4.1 It is expressly agreed understood and clarified as follows:

- (i) the Land Owner/Developer shall not be liable to deliver possession of the said Flat to the Purchaser nor to execute or cause to be executed Sale Deed or Deeds until such time the Purchaser makes payment of all amounts

agreed and required to be paid hereunder by the Purchaser and the Purchaser have fully performed all the terms conditions and covenants of this Agreement on the part of the Purchaser to be observed and performed until then.

- (ii) It will be necessary for the Developer to complete and make all the common areas in good useable condition without any hindrance for being commonly used before giving the notice to the Purchaser to take possession, in terms of clause 4 hereinabove.
- (iii) the Purchaser' liabilities and obligations towards payment of common expenses, rates and taxes and other outgoings payable in respect of the said Flat as well as all or any consequence of default, non-performance or delay in performance of all or any of the obligations and covenants as contemplated under the Heading "Maintenance and Common Enjoyment" hereunder shall be deemed to have commenced on the deemed date for possession irrespective of when the Purchaser takes actual physical possession of the said Flat. The Developer shall enable the purchaser discharging her all obligations as to bring separate electric service line for his/her unit/flat and to have separate municipal mutation in the record of local Municipality in respect of subject flat of the Purchaser which is born by the purchaser time to time.
- iv) In case of any incapability/inability/ infirmity/demise of the developer or caused by any other unpredictable reason, whatsoever, the terms of this agreement of sale of this present shall remain unaffected and unchanged and all liabilities and obligations arising out of this agreement in favour of the Purchaser shall be complied with by the Land Owner and/or newly appointed developer or the legal representative of the present developer in no uncertain terms as to keep the purchaser free from any sufferings or annoyance in any manner.
- v) The Purchaser shall have no obligation to bear any development charges/cost or for the development of common areas etc.

- vi) Insurance expenses, if any, of the building/flat shall be proportionately borne by the purchaser after being possessed the flat physically and lawfully.
- vii) The maintenance charges of the building or any part thereof and the regular expenses as to be incurred from time to time for common use of all co-flat owners irrespective of common usable area in the building shall be determined by the Flat owners' Association to be formed as per provision of law and after handover the entire charge of the building to the said Association by the Developer with in the time mentioned as per law.

4.2 Subject to the Purchaser paying the balance consideration and all other amounts like as service tax, GST etc. and deposits payable by the Purchaser hereunder complying with all her other obligations hereunder, the Land Owner/Developer shall execute the Sale Deed or Decds in respect of the said Flat in favour of the Purchaser simultaneously with the delivery of possession of the said Flat in good habitable & complete condition to the Purchaser.

4.3 It is further expressly agreed that with effect from the actual date for Possession (irrespective of whether the Purchaser have taken physical possession of the Flat) simultaneously completion of registration of sale deed, it shall be deemed that the Land Owner/Developer has complied with all her obligations provisionally up to formation of the Flat owners' Association as per law and the Purchaser shall not be entitled thereafter to raise any dispute against or claim any amount from the Land Owner on any account whatsoever.

5. **RESTRICTIONS ON ALIENATION BEFORE POSSESSION:** Before taking actual physical possession of the said Flat by the Purchaser in terms of clause 4 hereinabove and execution and registration of the Sale Deed to be executed in pursuance hereof, the Purchaser shall not deal with, let out, encumber, transfer or alienate the said Flat or the rights of the Purchaser hereunder without the consent in writing of the Land Owner first hand and obtained in writing Provided That the Purchaser may transfer or alienate

the said Flat or her rights under this Agreement with the consent in writing of the Land Owner /Developer Subject to the Purchaser not being in default in observance of her obligations under this Agreement And Subject Nevertheless to the following terms and conditions:

- i) The Land Owner and the Developer shall not be required to be a party to any nomination transfer or alienation as aforesaid and shall consent to such nomination transfer or alienation only;
- ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Purchaser to be observed fulfilled and performed;
- iii) The Purchaser shall have previously informed the Land Owner or the Developer in writing of the full particulars of such nominee / transferee;
- iv) Under no circumstances, the Purchaser shall be entitled to let out the said Flat before possession of the said Flat is delivered to the Purchaser in terms hereof and the Purchaser having duly made payment of all amounts payable hereunder and having duly complied with all the Purchaser' obligations hereunder.

6. **DOCUMENTS RELATING TO TRANSFER ETC.:** The sale deed or deeds and other documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions and restrictions etc., as shall be drawn lawfully and unbiasedly and disclosing truly the material nomenclatures & descriptions by the Advocate of the Developer and the Purchaser shall execute the same after approving the draft sale deed of his Advocate.

7. **EXTRAS AND DEPOSITS:** In addition to the consideration payable by the Purchaser to the Land Owner as stated hereinabove the Purchaser shall also pay to the Land Owner/Developer extra cost for extra or any special specification of works:

- i) The full costs charges and expenses for making any additions or alterations and/or for providing at the request of the Purchaser any additional facility and/or utility in or relating to the said Flat in excess of those specified in the SECOND SCHEDULE hereunder written
 - ii) Betterment fees and other levies taxes duties and statutory liabilities that may be charged on the premises or the said Flat or on its transfer or construction in terms hereof partially or wholly, as the case may be
 - iii) The fees and/or legal charges of the Advocate appointed by the Developer for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof shall be paid by the Purchaser to the Advocate at or before the execution hereof. The Purchaser has no liberty/option to appoint any Advocate for drafting and registering sale deed and/or sale agreement
 - iv) All stamp fees, registration fees and allied expenses on execution and registration of this agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance hereof.
- 7.1 Unless otherwise expressly so mentioned, all the said amounts specified in clauses 7 hereinabove shall be paid and/or deposited by the Purchaser with the Land Owner/Developer before the Deemed Date for Possession or within seven days of the demand being made by the Land Owner, whichever be earlier. This shall not however prejudice the Developer's right to claim or realize the said amounts thereafter in case the liability arises or accrues thereafter or if the DEVELOPER delivers possession of the said Flat without claiming and/or receiving the same and/or otherwise.
- 7.2 Any apportionment of the liability accrued after transferring the possession of the flat of the Purchaser in respect of any item of expenses, taxes, duties, levies and outgoings payable by the Purchaser hereunder shall be final and binding upon the Purchaser subject to reasonable substance.
- 7.3 It is further expressly agreed and made clear that the payments and deposits

to be made by the Purchaser hereunder shall not carry any interest if the developer and/or Land Owner do not exercise any wrong and or latches on her part resulting to suffering of the purchaser.

- 7.4 In case the Purchaser wishes to avail any loan facility from any financial institution, the Developer shall cooperate for the same by providing all required documents & papers as would be demanded by the bank/financial Institute. However Subject to the terms of the said financial institution shall be binding and applicable on the Purchaser only and responsibility of getting the loan sanctioned and disbursed to the Developer will rest exclusively on the Purchaser. It is further specifically clarified that in the event of the loan not being sanctioned for any reason whatsoever, then the balance payment payable to the Developer shall be ensured by the Purchaser.
- 7.5 The developer should claim GST as per Government Rules (Amended up-to-date) if admissible.
8. **RIGHTS OF LAND OWNER AND/OR THE DEVELOPER:** Notwithstanding anything to the contrary elsewhere herein contained it is expressly agreed and understood by and between the parties hereto as follows:-
 - 8.1. The Developer shall have the right to grant to any Co-Owners the exclusive right to park her car or scooter or two wheeler or otherwise use and enjoy for any other purposes, the side and back southern open spaces of the building or the premises and also the covered spaces in the ground floor (including Flat spaces not expressly provided for to the Purchaser under this Agreement) in such manner as the Developer shall in her absolute discretion think fit and proper without causing harm to other co-flat owners .
 - 8.2 The proportionate share of the Purchaser in various matters referred herein shall be such as to be determined by the spirit and purport of this agreement and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience of all flat owners.
9. **ARBITRATION:** All disputes and differences by and between the parties

hereto in any way relating to or connected with the said Flat and/or this Agreement and/or anything done in pursuance hereof shall be referred for arbitration to such person as be appointed by the Land Owner/Developer & purchaser and the same shall to be adjudicated in accordance with the Arbitration and Conciliation Act, 1996 as modified from time to time. The Arbitrator and Umpire shall have the right to proceed summarily and to make interim awards within the ambit of the said Act. This remedy cannot be barred for any additional legal redress available to the Purchaser.

THE SCHEDULE - I ABOVE REFERRED TO
(Description of the Land)

ALL THAT piece and parcel of Bastu Land measuring an area 03 Kathas 08 Chittack i.e 06 Decimal more or less, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226, L.R. Dag No.237 under R.S. Khatian No.116, L.R. Khatian No. 340, within the limit of Rajpur-Sonarpur Municipality, RSM Ward No.02, Municipal Holding No.219, Paschim Dhalua, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas West Bengal which is butted and bounded as follows:

North - 12 feet common road;

South - House of Uday Shankar Nandi;

East - 10 feet common road;

West - Upanta Apartment;

THE SECOND SCHEDULE ABOVE REFERRED TO:
(FLAT)

ALL THAT piece and parcel of self-contained residential Flat, Being Flat No..... on the, of the G+III storied building named as "AARYA APARTMENT", having Carpet area Sq.Ft. i.e super built up area Sq. Ft., Consisting Bed Rooms, Dining, Kitchen, Toilet & Balcony, together with un-divided proportioned share of Bastu Land measuring an area 03 Kathas 08 Chittack i.e 06 Decimal more or less, be the same lying and situate at Mouza-Dhalua, J.L. No.43, R.S. No. 205, Touzi No. 340 - 342 Comprised in R.S. Dag No.226, L.R. Dag No.237 under

R.S. Khatian No.116, L.R. Khatian No. 340, within the limit of Rajpur-Sonarpur Municipality, RSM Ward No.02, Municipal Holding No.219, Paschim Dhalua, P.S.-Sonarpur now Narendrapur, Kolkata-700152, ADSR-Garia in the District South 24 Parganas.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART-I

(Common Areas & Installations- common to the Co-Owners)

1. Paths and passages in the premises other than those reserved by the Developer with pre-discloser for her own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Developer for use of any Co-owner or Purchaser.
2. Staircases and landings of Marble flooring with skirting having windows with standard section of pressed mild steel and glass panes with stair cover on the ultimate roof.
3. Electrical wiring and fittings and fixtures for lighting the staircases and landings.
4. Electrical installations with main switch and meter and space.
5. Overhead water tank and underground water reservoir with distribution pipes there from connecting to different Units, if any, and from the underground water reservoir to the over-head water tank.
6. Water waste and sewage evacuation pipes, if any, from all or any of the Units to drains and sewers common to the building.
7. Drains and sewers from the building to the public drain.
8. Entrances with gates to the premises.
9. Boundary wall to the premises.
10. Ultimate Roof.
11. LIFT.

PART-II

(Fittings and fixtures to be provided in the Unit)

1. The building and foundation shall be RCC framed in accordance with the plan and drawing prepared by the Engineer appointed by the Developer.
2. **FLOORING:**
 - (a) Living/Dining : Floor Tiles Finish.
 - (b) Bed room : Floor Tiles Finish.
 - (c) Kitchen : Floor Tiles Finish with kitchen Block Stone table top and sink and walls above kitchen table to be covered with glazed tiles upto a height of 3'.
 - (d) Toilets : Floor Tiles Finish upto 4' height of Glazed ceramic tiles.
3. **INTERIOR WALLS FINISH** : Plaster of Paris
4. **TOILETS :**
 - (a) Door : PVC Door
 - (b) Fixtures : White Porcelain
 - (c) Fittings : C.P. type of Approved brand.
 - (d) Water : Concealed piping.
5. **DOORS/WINDOWS**
 - (a) Main doors : Flush door.
 - (b) Other doors : Flush door.
 - (c) Windows : Aluminum frame with glass fitting along with grill.
6. **ELECTRICAL PROVISIONS:**
 - (a) Bed Rooms
 - i. Point for one fan
 - ii. Point for two lights

- iii. Point for one 5 amp and one for 15 amp Plug

(b) Living-cum-Dining.

- i. Point for two fans
- ii. Point for three lights
- iii. Point for 15 amp Plug
- iv. Point for fridge
- v. Points for Television and Cable Connection
- vi. Point for telephone

(c) Kitchen

- i. Point for one Exhaust fan/Chimney
- ii. Point for one light
- iii. Point for 15 amp Plug
- iv. Point for 5 amp Plug for aqua guard

(d) Toilet

- i. Point for one Exhaust fan
- ii. Point for one light
- iii. Point for geyser in the main Toilet.

(e) Verandah.

- i. Point for 5 Amp. Plug Point.
- ii. Point for one light

PART : III

(Period of construction of Flat)

The Flat described in the SECOND SCHEDULE hereto shall be constructed and completed within with a grace period of 3 months.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the common areas machineries, equipment installations and accessories for common services, utilities and facilities (including the outer walls of the building) but except the Southern side of the Premises and the Purchaser shall bear the installation charges of electric meter and transformer in proportionate rate.
2. **OPERATIONAL:** All expenses for running and operating all machineries, equipment's, installations and accessories for common facilities and utilities (including water pump with motor etc.).
3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the common purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION:** Establishment and all other expenses of the association and also similar expenses of the Land Owner and/or the Developer or any agency looking after the common purposes until handing over the same to the Association.
5. **TAXES:** All rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **INSURANCE:** Insurance premium for insurance of the Building, in case done, for insuring the said building against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/ supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other

periodic expenses.

9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Land Owner and/or the Developer and/or the Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Consideration)

The consideration payable by the Purchaser to the Land Owner/Developer for sale of the said Flat and proportionate undivided share in the common areas and installations and the said share in the said premises shall be as follows:-

- (i) Total Consideration money for the said Flat of Rs./- (Rupees) only
- (ii) Advance as well as part payment towards consideration Rs./- (Rupees) only at the signing of this Agreement.
- (iii) Rest Rs./- at the time of registration of the flat.

IN WITNESS WHEREOF the parties have executed and delivered this Memorandum of Agreement on the date mentioned above.

Signature of the VENDORS

Signature of the DEVELOPER

Signature of the PURCHASER

Witnesses :

Signature_____	Signature_____
Name_____	Name_____
Father's Name_____	Father's Name_____
Address_____	Address_____

Drafted and prepared by :

MR. SUKUMAR PAL

Advocate

High Court, Calcutta

Ph. : 2432-5368 / 9831144627

Receipt and Memo of Consideration

Received from the within named THIRD PART/PURCHASER the within mentioned sum of Rs...../- (Rupees) only out of Total Consideration of Rs...../- (Rupees) only towards part of the consideration for sale of the Said Property described in the Schedule above, in the following manner :

Mode	Date	Number	Bank	Amount (Rs.)
Cheque				
Cheque				
Total : (.....) only				

Signature of the DEVELOPER

Witnesses :

Signature_____ Signature_____

Name_____ Name_____

Father's Name_____ Father's Name_____

Address_____ Address_____