

SALE DEED

THIS AGREEMENT FOR SALE is made on thisday of
, 2024 **B E T W E E N**

(1) **SMT. SOMA DATTA** Pan No AFZPA1806N, Aadhaar No 6283 1467 4442, wife of Sri Abhishek Datta., by faith : Hindu, by occupation service
(2) **SRI ABHISHEK DATTA** Pan No ANKPD9189L, Aadhaar No 9685 7325 2141, son of Sri Kishori Mohan Datta, by faith : Hindu, by occupation : Service, both are residing at 2/51 Ashok Nagar, 2nd Floor, PO Regent Park, Pin code No.-700040, District: Kolkata, West Bengal, hereinafter called and referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the context shall deem to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

A N D

MAA DURGA CONSTRUCTION a proprietorship firm, having its office at 1228/1, Mahatma Gandhi Road, Post Office: Haridevpur, Police Station : formerly Thakurpukur at present Haridevpur, Kolkata : 700082, District : 24-Parganas (South), represented by its Proprietor **SRI IMAN MUKHERJEE**, Pan No. CHGPM7455L, Aadhaar No. 6377 7254 8308, son of Late Pankaj Mukherjee, by religion: Hindu, by occupation: Business, residing at 1228/1, Mahatma Gandhi Road, Post Office: Haridevpur, Police Station: formerly Thakurpukur at present Haridevpur, Kolkata: 700082, District: 24-Parganas (South), hereinafter referred to as the **BUILDER / DEVELOPER** (which expression shall unless repugnant to the context or meaning shall include its successors in-office and assigns) of the **SECOND PART** ;

A N D

(1) **SRI SANJIB KUMAR BAKSHI**, Pan No. **ATFPB7389H**, Aadhaar No. 4927 1785 0441, son of Late Himangshu Kumar Bakshi, by faith: Hindu, by Nationality: Indian, by occupation : Business, residing at 48/7, Chandi Ghosh Road, Post office : Regent Park, Police Station : Regent Park, Kolkata : 700040, District : 24-Parganas (South), (2) **SRI BHABA SUNDAR PANDA**, Pan No. **AFOPP5894A**, Aadhaar No. 7787 2912 4643, son of Late Sankara Nanda Panda, by faith: Hindu, by Nationality: Indian, by occupation: chartered accountant, residing at 27/36D, Keshetra Mohan Naskar Road, Post office and Police Station : Regent Park, Kolkata : 700040, District : 24-Parganas (South), (3a) **SMT. KRISHNA BHADRA**, Pan No. **BKGPB6058N**, Pan No. **3526 7396 6765**, wife of Late Suprabhat Bhadra, daughter of Late Surath Nath Roy, by faith: Hindu, by Nationality: Indian, by occupation: Housewife, residing at 34/5, Chatterjee Bagan, Banerjee Para, Post office : Paschim Putiari, Police Station : Regent Park, Kolkata : 700041, District : 24-Parganas (South), (3b) **SMT. SUBHRA CHOWDHURY**, Pan No. **AUAPC3918M**, Aadhaar No. **4632 1558 7910**, wife of Late Netai Lal Chowdhury, daughter of Late Surath Nath Roy, by faith: Hindu, by Nationality: Indian, by occupation: Housewife, residing at 48/7, Chandi Ghosh Road, Post office : Regent Park, Police Station : Regent Park, Kolkata : 700040, District : 24-Parganas (South), (3c) **SMT. SONALI DASGUPTA**, Pan No. **AOWPD8486K**, Aadhaar No. **5160 3828 6729**, wife of Late Sumitro Dasgupta, daughter of Late Surath Nath Roy, by faith: Hindu, by Nationality: Indian, by occupation: Housewife, residing at 5B, Lansdown Lane, Post office : Kalighat, Police Station : Kalighat, Kolkata : 700026, District : 24-Parganas (South), (3d) **SRI SUBRATA BHADURI**, Pan No. **AJDPB3059N**, Aadhaar No. 9173 4505 2265, son of Subimal Bhaduri, husband of Late Kakali Bhaduri, by faith: Hindu, by Nationality: Indian, by occupation: retired person (3e) **SRI SAYANTAN BHADURI**, Pan No. **AVTPB3918L**, Aadhaar No. 498848 2122 5237, son of Sri Subrata Bhaduri and Late Kakali Bhaduri, by faith: Hindu, by Nationality: Indian, by

occupation: Service, (3d) to (3e) both are residing at 69, Banamali Banerjee Road, Post Office and Police Station : Thakurpukur now Haridevpur, Kolkata : 700082, District : 24-Parganas (South), (4) **SRI MRINAL KANTI DEB**, Pan No.AFYPD5595E, Aadhaar No. 7474 7479 5802, son of Late Arun Kumar Deb, by faith: Hindu, by Nationality: Indian, by occupation: Business, residing at 86, Chandi Ghosh Road, Post Office and Police Station : Regent Park, Kolkata : 700040, District : 24-Parganas (South), West Bengal, (5) **SMT. RUPA BASU** Pan No.AKYPB2259A, Aadhaar No. 2680 4743 7564, wife of Pabitra Basu, daughter of Late Arun Kumar Deb, by faith: Hindu, by Nationality: Indian, by occupation: Housewife, residing at Joy Apartment, Flat No.301, 69A, N.S.C. Bose Road, Post Office and Police Station : Regent Park, Kolkata : 700040, District : 24-Parganas (South), West Bengal, (6) **SMT. MUKTA MAZUMDAR**, Pan No.BENPM3892Q, Aadhaar No. 2658 9749 1773, wife of Sudipto Mazumdar daughter of Late Arun Kumar Deb, by faith: Hindu, by Nationality: Indian, by occupation : Housewife, residing at 116A, Avenue South, Post Office : Santoshpur, Police Station : Mukundapur, Kolkata : 700075, District : 24-Parganas (South), West Bengal, hereinafter referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**; hereinafter called and referred to as the **OWNERS/VENDORS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**;

The Vendor/owner is represented by his attorney **SRI IMAN MUKHERJEE**, Pan No. CHGPM7455L, son of late Pankaj Mukherjee, by religion : Hindu, by occupation : Business, residing at 1228/1, Mahatma Gandhi Road, Post Office: Haridevpur, Police Station : formerly Thakurpukur at present Haridevpur, Kolkata : 700082, District : 24-Parganas (South), Proprietor of **MAA DURGA CONSTRUCTION**, vide development agreement with power of attorney,

which was executed and pending for registration on 12/07/2019 and registered on 16/07/2019 in the office of the District Sub Registrar -1 at Alipore, South 24 Parganas recorded in Book No. 1, Volume No. 1601-2019, Pages From 102820 to 102855 Being No. 160102120 for the year 2019 and another power of attorney executed and registered on 19/02/2020 in the office of the District Sub Registrar -V at Alipore, South 24 Parganas recorded in Book No. 1, Volume No. 1630-2020, Pages From 25377 to 25404 Being No. 163000512 for the year 2020.

WHEREAS Sri Paresh Nath Roy and Sri Surath Nath Roy jointly purchased **ALL THAT** piece and parcel land measuring **1 (one) cottah 4 (four) chittaks 36(thirty six)** square feet more or less together with one storied pucca building, lying and situated at **Mouza : Chandpur**, Pargana : Khaspur, collectorate Touji No. 155, J.L. No.41, R.S. 40, under Khatian No. 632, appertaining to Dag Nos. 1709, 1710, 1711, scheme plot No.30 of Gokul Kunj, under Police Station: formerly Tollygunge now Regent Park, within the limits of the Kolkata Municipal Corporation under **ward No.97, Premises No. 86/1, Chandi Ghosh Road**, Additional District Sub-Registration office and District Sub-Registration office at Alipore, Kolkata-700040, in the District of 24 Parganas (South) from **Sri Mohini Mohan Mallick**, son of Sri Ashutosh Mallick, of 28/1, Nanda Lal Mitra Lane, Rasha, Tolygunge, District: South 24 Parganas, herein after to referred as the **“said property”** by way of Deed of Kobala, which was executed and registered on 17.12.1948 in the office of the Addl Sub-Registrar of Alipore, recorded in Book No. 1, Volume No. 85, pages from 6 to 11, being No.4428 for the year 1948.

AND WHEREAS after purchase Sri Paresh Nath Roy and Sri Surath Nath Roy jointly seized and possessed the said property as absolute owners and they mutated their names in the office of the Kolkata Municipal Corporation in ward No.97 as premises No.86/1, Chandi Ghosh Road in respect of land

measuring **1 (one) cottah 4 (four) chittaks 36(thirty six)** square feet more or less together with old three storied building, lying and situated at **Mouza : Chandpur**, Pargana : Khaspur, collectorate Touji No. 155, J.L. No.41, R.S. 40, under Khatian No. 632, appertaining to Dag Nos. 1709, 1710, 1711, scheme plot No.30 of Gokul Kunj, under police Station: formerly Tollygunge now Regent Park, Kolkata-700040, in the District of 24 Parganas (South) and thereafter they jointly constructed a partly three storied building upon the said property and during their enjoyment said Surath Nath Roy died intestate on 12.10.1985 leaving behind his wife Smt. Sabita Roy and four daughters namely (1) Krishna Bhadra, (2) Subhra Chowdhury, (3) Kakali Bhaduri @ Kakuli Bhaduri and (4) Sonali Dasgupta, as his heirs, successors and legal representatives, and they jointly got ½ share of said property.

AND WHEREAS Sri Paresh Nath Roy, Smt. Sabita Roy, Krishna Bhadra, Subhra Chowdhury, Kakali Bhaduri @ Kakuli Bhaduri and Sonali Dasgupta, jointly seized and possessed the said property as absolute owners and due to their better enjoyment they jointly executed and registered a deed of partition, which was executed and registered on 15.06.1988 in the office of the District-Registrar of Alipore recorded in Book No.1, being No.6963 for the year 1988 and virtue of the said deed of partition the Paresh Nath Roy as the first part, got first floor and second floor marked as LOT-“B” in the partition plan, more fully described in the schedule of the said partition deed and Smt. Sabita Roy, Krishna Bhadra, Subhra Chowdhury, Kakali Bhaduri @ Kakuli Bhaduri and Sonali DAsgupta jointly as the second part got ground floor portion marked as LOT-“A” in the partition plan, more fully described in the schedule of the said partition deed.

AND WHEREAS during enjoyment of the said property said **Paresh Nath Roy** gifted and transferred **ALL THAT** self contained entire first floor and second floor, together with undivided proportionate share of land, right and interest in the **FIRST SCHEDULE** land with enjoyment of all common areas

and facilities available to the said proposed building with the fittings, fixtures and arrangements in common parts including the undivided share in common facilities unto and in favour of his son **Sri Sujit Nath Roy**, by way of deed of Gift, which was executed and registered on 17/07/1992 in the office of the Registrar of Assurances, Calcutta, recorded in Book No. 1, Volume No. 457, pages from 462 to 471, being No.14073 for the year 1992.

AND WHEREAS during enjoyment of the said property by said Sri Sujit Nath Ray sold, conveyed and transferred **ALL THAT** self contained flat measuring 501.5 square covered area on the first floor and one Thakur Ghar beside the stair case landing from first floor to second floor, together with undivided proportionate share of land, right and interest in the **FIRST SCHEDULE** land with enjoyment of all common areas and facilities available to the said proposed building with the fittings, fixtures and arrangements in common parts including the undivided share in common facilities unto and in favour of **Bhaba Sundar Panda**, the owner No.2 herein, by way of deed of conveyance, which was executed and registered on 20.06.1997 in the office of the Sub-Registrar of Alipore recorded in Book No. 1, Volume No. 114, pages from 85 to 106 being No.3054 for the year 1997.

AND WHEREAS after purchaser the owner No.2 herein mutated his said flat as Assessee No. 21-097-02-0278-0 under premises No. 86/1, Chandi Ghosh Road, Kolkata-700040.

AND WHEREAS further Sri Sujit Nath Roy sold, conveyed and transferred **ALL THAT** self contained asbestos shed flat measuring 260.26 square flat covered area on the second floor, together with undivided proportionate share of land, right and interest in the **FIRST SCHEDULE** land with enjoyment of all common areas and facilities available to the said proposed building with the fittings, fixtures and arrangements in common parts including the undivided share in common facilities unto and in favour of **Sri**

Sanjib Kumar Bakshi, the owner No.1 herein, by way of deed of conveyance, which was executed and registered on 28.07.1993 in the office of the Additional District Sub-Registrar of Alipore recorded in Book No. 1, Volume No.105, pages from 147 to 166 being No.3454 for the year 1993.

AND WHEREAS after purchaser the owner No.1 herein mutated his said flat as Assessee No. 21-097-02-0466-0 under premises No. 86/1, Chandi Ghosh Road, Kolkata-700040.

AND WHEREAS while said Smt. Sabita Ray, Krishna Bhadra, Subhra Chowdhury, Kakali Bhaduri @ Kakuli Bhaduri and Sonali Dasgupta jointly seized and possessed ground floor flat of the building at premises No.86/1, Chandi Ghosh Road, Kolkata-700040, the said Smt. Sabita Roy died intestate on 21.01.2009 leaving behind her four daughters namely Krishna Bhadra, Subhra Chowdhury, Kakali Bhaduri @ Kakuli Bhaduri and Sonali Dasgupta as her heirs, successors and legal representatives and thereafter Kakali Bhaduri @ Kakuli Bhaduri, died intestate leaving behind her husband Sri Subrata Bhaduri, the owner No.(3d) herein and one son Sri Sayantan Bhaduri, the owner No.(3e) herein as her heirs, successors and legal representatives and presently Sri Subrata Bhaduri, Sri Sayantan Bhaduri, Krishna Bhadra, Subhra Chowdhury, Sonali Dasgupta, Bhaba Sundar Panda and Sanjib Kumar Bakshi are the joint owners of **ALL THAT** piece and parcel land measuring **1 (one) cottah 4 (four) chittaks 36(thirty six)** square feet more or less together old building, lying and situated at **Mouza : Chandpur**, collectorate Touji No. 155, J.L. No.41, R.S. 40, Khatian No. 632, appertaining to Dag Nos.1710, 1709, 1711 scheme plot No. 30 of Gokul Kunj, under police Station: formerly Tollygunge now **Regent Park**, within the limits of the **Kolkata Municipal corporation** under **ward No.97, Premises No. 86/1, Chandi Ghosh Road**, being postal address 48/7, Chandi Ghosh Road, Police Station : Regent Park, Kolkata : 700040, District : 24-Parganas (South), Additional District Sub-

Registration office at Alipore and District Sub-Registration office at Alipore, as per their share.

AND WHEREAS all the owners herein are the absolute owners as per their shares and dilapidated condition and it is not habitable for the dwelling as a result it is necessary for new construction after demolition the old structure and the paucity of fund of the owners herein did express their desire to develop the First schedule land for new construction thereon a building to be used for residential purpose and came in contact with the Builder/Developer, who is also agreed to develop the first Schedule land and structure for construction thereon a building after demolition of the existing dilapidated storied building and after several discussions both the parties entered into a Development agreement with the Developer herein, which was executed and registered on 19/02/2020 in the office of the District Sub Registrar-I at Alipore, South 24 Parganas, recorded in Book No. 1, Volume No. 1601-2019, Pages From 112861 to 112913 Being No.160102082 for the year 2019 and also executed development power of attorney in favour of the Developer, which was executed and pending for registration on 12/07/2019 and registered on 16/07/2019 in the office of the District Sub Registrar-I at Alipore, South 24 Parganas, recorded in Book No. 1, Volume No. 1601-2019, Pages From 102820 to 102855 Being No. 160102120 for the year 2019.

AND WHEREAS one **Sri Sudhir Kumar Basu** was the occupier of **ALL THAT** piece and parcel land measuring **1 (one) cottah 11 (eleven) chittaks 15(fifteen)** square feet more or less together with partly three storied pucca building, within the limits of the Kolkata Municipal Corporation under ward No.97, formerly Premises No. 62 Chandi Ghosh Road at present premises No. 86, Chandi Ghosh Road, under Police Station: formerly Tollygunge now Regent Park, Additional District Sub-Registration office and District Sub-Registration office at Alipore, Kolkata-700040 and thereafter Sri Mahendra Nath Kundu and Harendra Nath Kundu filed a Title Suit No. 14 of

1951 in the Court of Ld. 2nd Sub Judge at Alipore against the Sri Sudhir Kumar Basu in respect of the first schedule property and said Sri Mahendra Nath Kundu and Harendra Nath Kundu jointly got decree of the said suit and filed a Jari /title execution case No.51 of 1955 and by virtue of the said execution case the said property auction sale performed on 15th February, 1956 and one Mihir Lal Chowdhury purchased the first schedule property on auction sale and took possession with the help of the said Court and seized and possessed as a absolute owners of the said first schedule property.

AND WHEREAS while said **Sri Mihirlal Chowdhury**, son of late Moni Lal Chowdhury, of 86, Chandi Ghosh Road, Police Station: Regent Park, Kolkata-700040, District: South 24 Parganas, seized and possessed **ALL THAT** piece and parcel land measuring **1 (one) cottah 11 (eleven) chittaks 15(fifteen)** square feet more or less together with partly three storied pucca building, within the limits of the Kolkata Municipal Corporation under ward No.97, Premises No. formerly 62 Chandi Ghosh Road at present 86, Chandi Ghosh Road, under Police Station: formerly Tollygunge now Regent Park, Additional District Sub-Registration office and District Sub-Registration office at Alipore, Kolkata-700040, as absolute owners herein after to referred as the “**said property**” and he sold conveyed the said property unto and in favour **SMT. GITA DEB**, wife of Arun Kumar Deb, by way of Deed of Kobala, which was executed and registered on 13.08.1979 in the office of the Sub-Registrar of Alipore, recorded in Book No. 1, Volume No. 70, pages from 269 to 274, being No.3626 for the year 1979.

AND WHEREAS after purchase Smt. Gita Deb seized and possessed the said property as absolute owners and mutated her name in the office of the Kolkata Municipal Corporation in ward No.97 as premises No.86, Chandi Ghosh Road, in respect of land measuring **1 (one) cottah 11 (eleven) chittaks 15(fifteen)** square feet more or less together with old building, within the limits of the Kolkata Municipal Corporation under **ward No.97**, being **Premises No.**

86, Chandi Ghosh Road, under Police Station: formerly Tollygunge now Regent Park, Additional District Sub-Registration office and District Sub-Registration office at Alipore, Kolkata-700040, in the District of 24 Parganas (South).

AND WHEREAS said Gita Deb did express her desire to develop the First schedule land for new construction thereon building to be used for residential purpose and came in contact with the Builder/Developer, who is also agreed to develop the first Schedule land and structure for construction thereon a building after demolition of the existing dilapidated storied building and after several discussions said Gita Deb and developer entered into a Development agreement with the Developer herein, which was executed and registered on 22/11/2019 in the office of the District Sub Registrar-I of Alipore, South 24 Parganas, being No.160103453 for the year 2019 and Smt. Gita Deb also executed and registered development power of attorney in favour of the Developer, which was executed and registered on 22/11/2019 in the office of the District Sub Registrar-I of Alipore, South 24 Parganas, recorded in Book No. 1, being No.160103457 for the year 2019.

AND WHEREAS during the force of the said development agreement and power of attorney the said Smt. Gita Deb died intestate on 16/01/2020 leaving behind her one son Sri Mrinal Kanti Deb and two married daughter namely Smt. Rupa Basu and Smt. Mukta Mazumdar the owners No. 4 to 6 herein, as her heirs, successors and legal representatives to inherited the property of their mother Smt. Gita Deb and they are the absolute owners of land measuring **1 (one) cottah 11 (eleven) chittaks 15(fifteen)** square feet more or less together with old building, within the limits of the Kolkata Municipal Corporation under **ward No.97**, being **Premises No. 86, Chandi Ghosh Road**, under Police Station: formerly Tollygunge now Regent Park, Additional District Sub-Registration office and District Sub-Registration office at Alipore, Kolkata-700040, in the District of 24 Parganas (South) and they jointly entered into a Development agreement with the Developer herein,

which was executed and registered on 19/02/2020 in the office of the District Sub Registrar-V at Alipore, South 24 Parganas, recorded in Book No. 1, Volume No. 1630-2020, Pages From 25300 to 25348 Being No. 1603000505 for the year 2020 and also executed and registered development power of attorney in favour of the Developer, which was executed and registered on 19/02/2020 in the office of the District Sub Registrar-V at Alipore, South 24 Parganas, recorded in Book No. 1, Volume No. 1630-2020, Pages From 25377 to 25404 Being No. 1603000512 for the year 2020.

AND WHEREAS due to amalgamation of two contiguous or adjacent property owner No 1 to 3 sale land measuring 2(two) chittaks out of 1 cottah 4 chittaks 36 square feet from KMC premises No. 86/1, Chandi Ghosh Road, Kolkata-700040 to Owner No.4 to 6 by way of Deed of Sale which was executed and pending for registration on 25/02/2020 and registered on 28/02/2020 in the office of the District Sub Registrar-V at Alipore, South 24 Parganas, recorded in Book No. 1, Volume No. 1630-2020, Pages From 31662 to 31704 Being No. 1603000657 for the year 2020 and on the other hand owner No. 4 to 6 sale land measuring 2(two) chittaks out of land measuring 1 cottah 11 chittaks 15 square feet from KMC premises No.86, Chandi Ghosh Road, Kolkata-700040 to Owner No.1 to 3 by way of Deed of Sale which was executed and pending for registration on 25/02/2020 and registered on 28/02/2020 in the office of the District Sub Registrar-V at Alipore, South 24 Parganas, recorded in Book No. 1, Volume No. 1630-2020, Pages From 31705 to 31745 Being No. 1603000656 for the year 2020.

AND WHERAS by virtue of the said two sale deed two property was amalgamated into a single premises, being KMC premises No.86, Chandi Ghosh Road in respect of Land measuring 3 cottahs 6 chittaks together with old pucca building.

AND WHERAS the owners delivered the possession the first Schedule property to the developer and the Developer applied for sanction Building plan on behalf of the owners from the Calcutta Municipal Corporation for

construction of building upon the first schedule property and the developer will construct the building after demolishing the old structure upon the first Schedule property.

AND WHEREAS the Developer has declared to sell the flats and car parking from his allocation, knowing the said proclamation the Purchaser herein proposed to the Developer to purchase one flat from the said premises.

AND WHEREAS the Purchaser has inspected the documents relating to the land and satisfied about the specification of the building and being satisfied with the same and the purchaser has agreed to purchase and the vendor/Owner and Developer jointly agreed to sale the proposed flat unto and in favour of the purchaser herein ALL THAT self contained proposed residential flat...on the third floor measuring Square Feet Super built-up area more or less , consisting of 2(two) bed rooms, 1(one) living cum dining cum kitchen, 1(one) bath and privy, 1(one) balcony, 1(one) w.C. at the east-south west side and one open car parking space in the ground floor under the building, hereinafter referred and called as "**Said unit**", which is morefully and particularly described in the Second Schedule hereunder written, including undivided impartible share of land described in the **FIRST SCHEDULE** written hereunder, together with all easement and quasi-easement rights and common rights to use the common parts and portions and common maintenance of the building, more particularly described in the **SECOND SCHEDULE** written hereunder at a total consideration amount of Rs./- (Rupeesmanner as hereunder agreed and morefully described and mentioned **PAYMENT SCHEDULE**.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as hereunder:-

1. |

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2.. The Developer constructing the building as per sanctioned plan approved by the Kolkata Municipal Corporation.

3. That the Purchaser shall not do any act deed or thing whereby the rest construction or development of the said buildings is in any way hindered, obstructed or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained.

4.. The Owner/ First Party and developer has represented to the Purchaser that Second Schedule property is free from all encumbrances.

5.. That after negotiation between the parties the purchaser has agrees to purchase ALL THAT self contained proposed residential flat on the third floor measuring Square feet Super built-up area more or less , consisting of 2(two) bed rooms, 1(one) living cum dining, cum kitchen, 1(one) bath and privy, 1(one) balcony, 1(one) w.C. at the east south west side and one open car parking space in the ground floor under the building at total consideration amount of Rs/- (Rupees) only. The said flats/units intended for sale has not yet been booked earlier to any person. The Purchaser has agreed to pay to the Owner the agreed consideration money in the mode and manner as hereunder mentioned in

PAYMENT SCHEDULE.

6.. The Developer shall deliver the possession of the Said Flat/Unit to the Purchaser within 8 months from the date of signing of this agreement and subject to terms and conditions written hereunder.

7.. Developer shall not be liable nor the purchaser shall claim any loss or damage if he is unable to deliver possession of the said unit within the stipulated period on account of any act of God.

IN CASE OF FAILURE OR DEFAULT OF THE THE DEVELOPTER, EXCEPT FOR REASONS OF ACT OF GOD, THE PURCHASER SHALL BE ENTITLED TO INTEREST @ 15% PER ANNUM ON THE AMOUNT PAID TO THE DEVELOPER SINCE DATE OF RESPECTIVE PAYMENTS.

8.. The Purchaser/Second Party shall not sell, transfer, and/or assign any of his right, title or interest with respect to the Said Flat/Unit to anybody before taking delivery of possession of the Said Flat without the written consent of the Developer. The Developer shall arrange Electric Meter of the Said Flat at the cost of the Purchaser.

9.. The Purchaser/Second Party shall become the absolute owner in respect of the Said Unit after registration of the Said Unit at the Registry Office by way of Deed of Conveyance. The Purchaser/second Party agrees to bear and/or pay the cost of registration of Deed of Conveyance including the stamp duty and all charges separately.

10.. That the Owner/ First Party and developer have not execute any agreement for sale with any other FIRST party earlier relating to the Second Schedule property except the Purchaser herein.

11.. The Owner/ First Party and Developer shall bear and pay all the outgoing and liabilities of the First Schedule property hereunder before the construction work of the building.

12.. The Developer shall deliver peaceful Vacant possession of the **said unit** as per specification written hereunder in favour of the Purchaser at the time of execution and registration of the conveyance deed and / or after payment of full and final payment of consideration money.

13.. The purchaser shall use and pay the proportionate cost of maintenance of the Third Schedule property with the other Co-owners of the building. Roof will be used as common purpose.

14. **DEFAULT PAYMENT**

That if the purchaser decided not to complete the transaction or to have the said flat allotted to her/his due to financial problem or any other reason and express her/ his intention to do so, she/ he could inform the developer in writing to cancel the allotment and as well as this agreement and the developer shall return back the earnest money after deducting 10% of the said amount within one month from the date of such application and the developer shall have right to sell the said flat to the intending purchaser at any consideration, in this regard the purchaser shall not raise any objection.

15. That, the purchaser shall pay additional Charges for providing any additional work out of specifications relating to the said flat/unit at the request of the purchaser and for providing any additional facility or utility in or around the said unit.

16. Under no circumstances the Developer is liable to handover possession of the flat until all the payments required to be made have duly been paid to the developer by the purchaser.

17. The right of possession of the purchaser in respect of the said flat shall arise only upon the purchaser's paying the consideration amount and fulfilling all obligation contained in this agreement.

18. The right of the purchaser shall remain restricted to the said flat and in no event the purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said premises. The undivided interest in the land shall remain joint for all times with the other co- owners of the building.

19.. The purchaser has agreed to and shall be liable to make charges for stamp duty, registration fees, other charges and fees of developer's advocate for the purpose of preparing and registration the Deed of Conveyance. To maintain the similarity of conveyance deeds of all flats, the developer's

advocate shall prepare the conveyance deed, in this regard the purchaser shall not raise any objection.

20. That, if the purchaser wants to purchase the flat through bank loan in that case the purchaser shall get only 15 days time for sanction of bank loan not more than and after getting loan the purchaser shall pay all the arrear installments as per payment schedule at a time to the developer.

21.. The Owner shall issue a DEMAND letter to the purchaser intimating her/ his the amount becoming due and date of each part payment and the purchaser shall be liable to pay the amount by cheque or cash to the developer within 7 day. days from the date of receiving DEMAND letter.

FIRST SCHEDULE ABOVE REFERRED TO:

(Details of premises)

ALL THAT piece and parcel land measuring **3 (three) cottah 6 (six)** square feet more or less together with proposed G+4 storied building within the limits of the Kolkata Municipal Corporation under **ward No.97, Premises No. 86, Chandi Ghosh Road**, under Police Station: formerly Tollygunge now **Regent Park**, Additional District Sub-Registrar and District Sub-Registrar office at Alipore, **Kolkata-700040**, in the District of South 24-Parganas, together with all easement right thereto. The property is butted and bounded by :-

ON THE NORTH : **18' wide Chandi Ghosh Road ;**
ON THE SOUTH : Property of Harendra Nath Bandyopadhyay ;
ON THE EAST : 16' wide Chandi Ghosh Road
ON THE WEST : Premises No. 4/5, Chanditala Lane and others;

SECOND SCHEDULE ABOVE REFERRED:

ALL THAT self contained proposed residential flat H on the third floor measuring quare Feet Super built-up area more or less Rs(Rupees) only, per Square Feet super built up area, consisting of 2(two) bed rooms, 1(one) living cum dining cum kitchen, 1(one) bath and privy, 1(one) balcony, 1(one) w.C. at the east -south west side and one open car parking space in the ground floor under the building, together with undivided impartible proportionate share of land of the **FIRST SCHEDULE** property together with common right to use common parts and portions of the building thereto and including easement tight and privileges attached thereto details of which is given in the **THIRD SCHEDULE** hereunder

THIRD SCHEDULE ABOVE REFERRED TO:

(Common right to use common parts and portion of building)

PART-I

1. Entrance and exits, common passage.
2. Boundary walls and main gate, common walls outside and inside.
3. Entrance lobby electric/ utility room.
4. Water pump room, Septic tank, security room, common meter room,
5. Building, lift.
6. Staircase, staircase landing on all the floors.
7. Drainage and sewerage lines and other installations for the same expect only those which are installed its use.
8. Electric substation and electric wiring and other fittings exclusively for its use,
9. Water pumps, underground and overhead water reservoirs, water lines of the K.M.C. together with all common plumbing

installations and fittings as which are exclusively within and for the unit.

10. Such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or about the land the building as are necessary for passage to and /or user of the unites in common by the Co-owners.

PART-II

(Common expenses)

1. All cost of maintenance, operating, repairing, colour washing, Plinth, decorating, re-building, re-construction, redecorating, repair of main structure lighting, the common portions and common areas of the building, including the outer walls.
2. All charges and deposits for suppliers for common utilities to the Co-owners in common.
3. Municipal Corporation taxes, multistoried building tax, water taxes if any and other levied in respect of the land and building save those separately assessed of the purchaser's unit.
4. Insurance premium for the building.
5. Cost of formation and operation of the association of the flats Owners.
6. The office expenses incurred for maintaining an office for common purposes.
7. All litigations expenses for the common purposes and relating to the common use and enjoyment of the common portions.

PAYMENT SCHEDULE

1. At time of agreement	Rs
2. At time of brick work	Rs
3. At the time of plaster inside	Rs
4. At the time flooring	Rs
5. At the time of outside paint	Rs
6. At the time of registration	Rs

"SPECIFICATIONS OF CONSTRUCTION"

1. R.C. Work : re-enforcement : for column, beams, slab, etc. as per drawing, concrete with stone chips gravies, medium course of sand and cement ISI Mark Birla Gold.
2. Brick-work: 1st class or 2ND class picked/ bricks (Bashir Hat) should be used at Brick work (8"-5"-3") be it mentioned here that Outside of the Building would be 8" and partition wall would be 5" & 3" as and when necessary.
3. Plaster work: inside of the building wall will be plaster (inside or outside) and any ceiling plaster would be with cement/ sand,
4. Paris: Inside of the building would be wall putty.
5. Floor & Stair : Floor and stair will be Marwar Marble (better quality).
6. All skirting, dato would be 6".
7. Kitchen cooking platform made by the black stone and wall tiles would be 3' height.
8. Bath Rooms wall tiles would be 7' height (choice of the Land owner), Bath rooms floors would be white Marwar Marble.

9. Door frame 3" x 2 ½ " sal wood door frame according to normal door size.
10. Door: commercial flush door finished with sunmaika and necessary fittings such as 1 chitkani, one and hatch bolt and locking arrangement inside commercial flush door finished with wood primer and necessary fittings with 1 chitakani and buffer.
11. Windows: Aluminum sliding with iron Grill outside.
12. Water supply: main sources of KMC water would be stored on to the overhead 2000 liters water reservoir of by an electric operated pump (standard make) water should be supplied to each flat from the overhead tank. Main waterline from overhead reservoir through pump by 1" M.G. 1 of supreme polythene pipe of standard make all connections between overhead reservoirs to each flat 1.5" with M.G.I pipe of standard make.
13. Sanitary and Plumbing: Septic and tank would be as per sanction. It would be connected with the main sewerage system of the Kolkata Municipal Corporation (underground). All soil pipe would be of PVC supreme dia properly fixed with the wall and connected with the septic tank.
14. Basin and Sink: One basin would be provided at the dining space (18" x 16") with all fittings and stainless still sink will be provided as per choice of the Landowner.
15. Bath Rooms : Indian and English type all commode with cistern (choice of the Landowner).
16. Electric : All conceal electrical fittings and fixture with Air conditioner wiring.
17. Common points : Nos. of common point for main gate, passage, portions surroundings the building, pump room, guard Room,

stair, gate, stair case landing, attic room, open terrace, etc. (copper wire with fittings).

18. Bed Room : 2 Light Points, 1 fan points, one A.C. Point, power points at Board (30 Amp), 1 night lamp point at bed side (copper wire with fittings).
19. Drawing/Dining : 2 Light points, 1fan point, power points (30 Amp) at board, 30 amp power point for television and 30 Amp for fridge (copper wire with fittings), one calling ball point in front of the entrance and telephone cable.
20. Bath room : 1 light point, power point (30Amp) at Board, one gazer point, one exhaust fan point (copper wire with fittings)
21. Kitchen : one Light point, power point (30 Amp) at Board, exhaust fan point.
22. Balcony : one Light point (Copper wire with fittings)
23. Main Gate : One grill gate with locking arrangements.
24. Painting : Exterior portion of the building would be finished with weather code.
25. Roof: Ultimate roof of the building finished with pedestal.
26. common Passage outside of the building will be finished with 3” soling and 3” casting without Iron with net cement.
27. Out of specifications the construction cost will be borne by the Purchaser.

-: 22 :-

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

SIGNED, SEALED & DELIVERED

by the **PARTIES** at Kolkata in the presence of :

WITNESSES :

Signature of the *Vrching*

ENDOR

1.

Signature of the **PURCHASER**

BUILDERS/DEVELOPER

Drafted by :

(Anup Kumar Syamal)

Advocate,

Alipore Judges' Court

Kolkata : 700027.

MEMO OF CONSIDERATION

RECEIVED of and from the within named **PURCHASER**, the within mentioned sum of Rs./-(Rupees) only out of total consideration amount of Rs./- (Rupees only, against the Second Schedule as per Memo below:-

1.	By cheque No. dated Drawn on Bank .	:	Rs. .
2.			
3.			
		Total :	<u>Rs./-</u>

Signature of the ***Developer***

WITNESS S