

SL NO. F-3210

भारतीय गैर न्यायिक

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TEN
RUPEES

Rs.10

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

82AB 627778



AGREEMENT FOR SALE

Balushree

THIS AGREEMENT is made on this the day of 2023 (Two Thousand Twenty Three)

BY AND BETWEEN

13 JUL 2023

Achintya Kumar Mondal

3057 13/07/2023

ক্রমা - নী / বীমণী Babla Shee

স্থান: Howrah - 711227

মূল্য: 10/- টাকা

স্বাক্ষর: [Signature]

অরুণ সরকার
হাওড়া কালেক্টরেট
হাওড়া কোর্ট কমপ্লেক্স



৩০৫৭

SRI RATUL ROY (PAN BOJPR8009G and AADHAAR NO.3179 6670 1073) son of Late Ramesh Chandra Roy, by faith Hindu, by Nationality Indian, by occupation Business, residing at Sapuipara, Napatti, (Barwaritala), Post Office Sapuipara, Police Station Nischinda, District Howrah, Pin Code 711 206, hereinafter called and referred to as the "**LAND OWNER/VENDOR**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) represented by his lawful constituted Attorney **W.B. ESTATE DEVELOPERS PRIVATE LIMITED (CINU70109WB2021PTC249958) and (PAN-AADCW1252C)**, a company incorporated under the Companies Act, 1956, having its Registered office at D05/0530, Vivek Pally, Post Office Ghoshpara, Police Station Nischinda, District- Howrah, Pin 711227 represented by its directors 1) **SRI ACHINTYA KUMAR MONDAL (PAN-AOFPM9393H and AADHAAR NO. 205076688290)**, Son of Sri Kusha Dhawaja Mondal, and 2) **SRI BIJAN KUMAR MONDAL (PAN- AYLPM4783H and AADHAAR NO. 585456305405)**, Son of Sri Kusha Dhawaja Mondal, both residing at B.B.D Sarani, Post Office Ghoshpara, Police Station Nischinda, District Howrah, Pin Code 711 227 of the **FIRST PART**;

AND

W.B. ESTATE DEVELOPERS PRIVATE LIMITED (CINU70109WB2021PTC249958), (PAN-AADCW1252C), a company incorporated under the Companies Act, 1956 and having its Registered office at D05/0530, Vivek Pally, P.O.- Ghoshpara, P.S. -Nischinda, District - Howrah, Pin 711227 represented by its directors 1) **SRI ACHINTYA KUMAR MONDAL (PAN-AOFPM9393H and AADHAAR NO. 205076688290)**, son of Sri Kusha Dhawaja Mondal, and 2) **SRI BIJAN KUMAR MONDAL (PAN- AYLPM4783H), (AADHAAR NO.**

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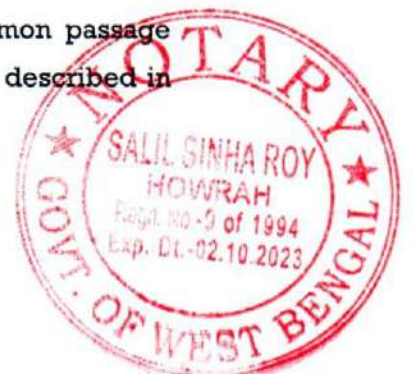
585456305405), son of Kusha Dhwaja Mondal, both by faith - Hindu, by Occupation - Business, both are residing at B.B.D Sarani, P.O. Ghoshpara, P.S. -Nischinda, District - Howrah, Pin-711227, hereinafter called and referred to as the "**DEVELOPER/ PROMOTER**", (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**;

AND

SRI BABLU SHEE (PAN CBIPS3798A, AADHAAR NO. 3685 6937 2878) son of Pratima Shee, by occupation Business, by faith Hindu, by Nationality Indian, residing at Anandanagar, Basukati, Post Office Anandanagar, Police Station Liluah, District Howrah, Pin Code 711 227, hereinafter called and referred to as "**the PURCHASER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, administrators, legal representatives and assigns) of the **THIRD PART**;

WHEREAS ALL THAT piece and parcel of one self contained **Residential Flat being No. 1A**, on the South-East side, situated on the **First Floor** measuring an area about **1000 Sq. Ft.**, be the same a little more or less, including super built up area consisting of 03 Bedrooms, 01 living-cum-dining Room, 01 Kitchen, 02 Toilets/Bathrooms, 02 Balcony together with proportionate share of land and right to use the common stair case, lift and common lobbies from ground floor to top floor, common privy, common water reservoir, common water tank, common electrical fittings, common electric facility, common meter room and space, common roof, common drainage and sewerage system, common open areas, common passage etc. herein after referred to as the "**SAID FLAT**", morefully described in

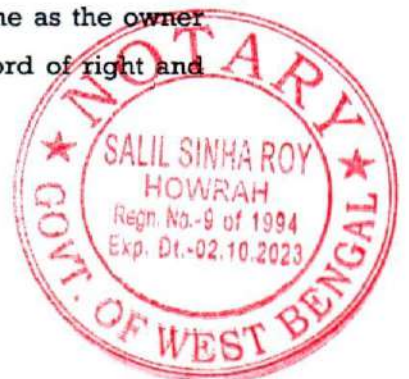
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the **SECOND SCHEDULE** written hereunder situated over the property appertaining to **ALL THAT** piece and parcel of the Bastu land measuring about **08 (EIGHT) Cottah 09 (NINE) Chittaks 23 (TWENTY THREE) Square Feet**, be the same a little more or less, with 10 years old one dilapidated R.T. Shed structure having cemented flooring admeasuring about 100 Sq. Ft. standing thereon, including right of easement and right to use of 10' feet wide common passage on the northern side of the land lying and situated at Mouza - Bally, J.L No. 14, comprised in R.S Dag No. 7515 corresponding to L.R. Dag No.24267, under R.S. Khatian No. 2086 corresponding to L.R. Khatian No. 63979, Police Station Nischinda, formerly Bally, District Howrah, within the ambit of Sapuipara Basukati Gram Panchayet, within the jurisdiction of the District Sub Registration office the Additional District Sub Registration office at Howrah, is the **SAID PROPERTY**, morefully and specifically described in the **FIRST SCHEDULE** herein below is the subject matter of this **AGREEMENT FOR SALE**.

AND WHEREAS one Gui Mati Dasi was the Original owner as well as occupier in respect of **ALL THAT** piece and parcel of Sali land measuring about **38.5 Shatak**, be the same a little more or less, along with other properties, including right of easement and right to use of 10' feet wide common passage on the northern side of the land comprising in R.S Dag No. 7515, under R.S Khatian No. 2086, lying and situated at Mouza Bally, J.L No. 14, Police Station Nischinda, formerly Bally, District Howrah, within the ambit of Sapuipara Basukati Gram Panchayet, within the jurisdiction of the Additional District Sub Registration office and the District Sub Registration office at Howrah, and seized and possessed the same peacefully and without any interruption from others and mutated her name as the owner and occupier with rayati stithibun interest in the R.S record of right and

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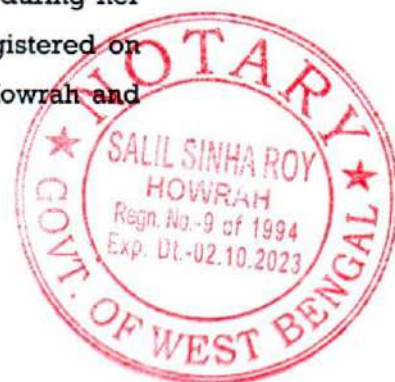


duly paid rents and taxes before the competent authority/ies under the Government of West Bengal.

AND WHEREAS while thus being seized and possessed in the aforesaid manner, due to lawful necessity of money, the said Smt. Gui Mati Dasi sold and transferred in favour of one Rajlaxmi Roy by virtue of a registered Deed of sale dated 22.11.1955 and the said deed was executed by both the parties and registered before the Office of the Sub Registrar at Howrah and recorded therein vide Book No. 1, Being No. 6173 for the year 1955 in respect of **ALL THAT** piece and parcel of Sali land measuring about **38.5 Shatak**, be the same a little more or less, including right of easement and right to use of 10' feet wide common passage on the northern side of the land comprising in R.S Dag No. 7515, under R.S Khatian No. 2086, lying and situated at Mouza Bally, J.L No. 14, Police Station Nischinda, formerly Bally, District Howrah, within the ambit of Sapuipara Basukati Gram Panchayet, within the jurisdiction of the Additional District Sub Registration office and the District Sub Registration office at Howrah with the right of title, easements and other interests attached thereto. Thus the said Smt. Rajlaxmi Roy became the lawful absolute owner as well as occupier in respect of the said property and seized and possessed the same peacefully and without any interruption from any corner.

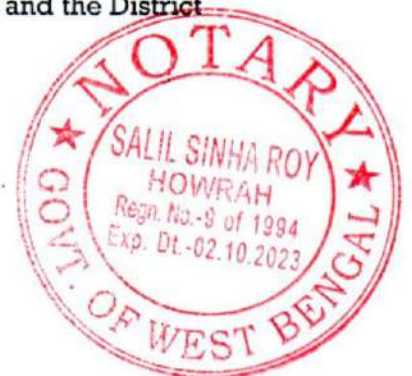
AND WHEREAS while thus being lawfully seized and possessed in the aforesaid manner the said Smt. Rajlaxmi Roy decided to Settle her entire property by a registered Deed of Settlement between her two Sons viz. Sri Ratul Roy and Sri Rahul Roy with a condition to look after her during her lifetime. Accordingly the said Deed of Settlement was duly registered on 22.05.1985 before the Office of the District Sub Registrar at Howrah and

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recorded therein vide Book No. 1, Volume No. 47, Pages From 366 to 371, Being no.- 2743 for the year 1985 in respect of **ALL THAT** piece and parcel of Sali land measuring about **38.5 Shatak**, be the same a little more or less, including the right of easement and right of common passage comprising in R.S Dag No. 7515, under R.S Khatian No. 2086, lying and situated at Mouza Bally, J.L No. 14, Police Station Nischinda, formerly Bally, District Howrah, within the ambit of Sapuipara Basukati Gram Panchayet, within the jurisdiction of the Additional District Sub Registration office and the District Sub Registration office at Howrah with the right of title, easements including the right of easement and right to use of 10' feet wide common passage on the northern side of the land and other interests attached thereto.

AND WHEREAS the said Smt. Rajlaxmi Roy being dissatisfied by the behavior of her two sons namely Sri Ratul Roy and Sri Rahul Roy cancelled and/or revoked the settlement by dint of a registered Deed of Revocation of Settlement on 22.07.1996, which was duly registered before the Office of the Additional District Sub Registrar at Howrah and recorded therein vide Book No. 1, Being No.- 2504 for the year 1996 in respect of **ALL THAT** piece and parcel of the Sali land measuring about **38.5 Shatak**, be the same a little more or less, including right of easement and right to use of 10' feet wide common passage on the northern side of the land comprising in R.S Dag No. 7515, under R.S Khatian No. 2086, lying and situated at Mouza Bally, J.L No. 14, Police Station Nischinda, formerly Bally, District Howrah, within the ambit of Sapuipara Basukati Gram Panchayet, within the jurisdiction of the Additional District Sub Registration office and the District Sub Registration office at Howrah.

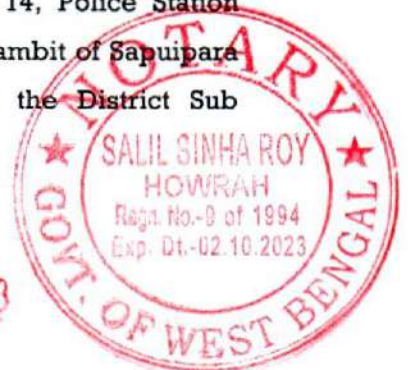


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AND WHEREAS owing to change of family scenario and the treatment both the aforesaid towards their mother the said Smt. Rajlaxmi Roy transferred by a registered Deed of Gift on 12.03.2013 to her own Son Sri Ratul Roy and it was duly registered in the Office of the Additional District Sub Registrar at Howrah and recorded in the said office vide Book No. 1, CD Volume No. 4, Pages from 4699 to 4710, Being No. 1805 for the year 2013, in respect of **ALL THAT** piece and parcel of the Sali land measuring about **04 Cottah 07 Chittak 39 Square Feet**, be the same a little more or less, including right of easement and right to use of 10' feet wide common passage on the northern side of the land, comprised in R.S Dag No. 7515 under R.S. Khatian No. 2086, lying and situated at Mouza Bally, J.L No. 14, Police Station Nischinda, formerly Bally, District - Howrah, within the ambit of Sapuipara Basukati Gram Panchayet, within the jurisdiction of the District Sub Registration office and the Additional District Sub Registration office at Howrah, alongwith the right of title, easements and other interests attached thereto.

AND WHEREAS the said Smt. Rajlaxmi Roy also transferred by another registered Deed of Gift on 12.03.2013 to her own Son Sri Ratul Roy and it was duly registered in the Office of the Additional District Sub Registrar at Howrah and recorded in the said office vide Book No. 1, CD Volume No. 4, Pages from 4611 to 4628, Being No. 1806 for the year 2013, in respect of **ALL THAT** piece and parcel of the Sali land measuring about **02 Cottah 08 Chittak 37 Square Feet**, be the same a little more or less, including right of easement and right to use of 10' feet wide common passage on the northern side of the land, comprised in R.S Dag No. 7515 under R.S. Khatian No. 2086, lying and situated at Mouza Bally, J.L No. 14, Police Station Nischinda, formerly Bally, District - Howrah, within the ambit of Sapuipara Basukati Gram Panchayet, within the jurisdiction of the District Sub

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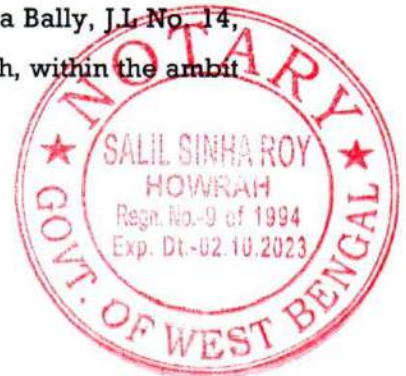


Registration office and the Additional District Sub Registration office at Howrah alongwith the right of title, easements and other interests attached thereto.

AND WHEREAS simultaneously the said Smt. Rajlaxmi Roy also transferred by another registered Deed of Gift on 12.03.2013 to her own Son Sri Ratul Roy and it was duly registered in the Office of the Additional District Sub Registrar at Howrah and recorded in the said office vide Book No. 1, CD Volume No. 4, Pages from 4725 to 4736, Being No. 1846 for the year 2013, in respect of **ALL THAT** piece and parcel of the Sali land measuring about **05 Cottah 10 Chittak 13 Square Feet**, be the same a little more or less, including right of easement and right to use of 10' feet wide common passage on the northern side of the land, comprised in R.S Dag No. 7515 under R.S. Khatian No. 2086, lying and situated at Mouza Bally, J.L No. 14, Police Station Nischinda, formerly Bally, District - Howrah, within the ambit of Sapuipara Basukati Gram Panchayet, within the jurisdiction of the District Sub Registration office and the Additional District Sub Registration office at Howrah alongwith the right of title, easements and other interests attached thereto.

AND WHEREAS by virtue of the aforesaid 03 (Three) No.s. of Deed of Gift the said Sri Ratul Roy became the absolute owner as well as occupier in respect of **ALL THAT** piece and parcel of the Sali land measuring about **12 Cottah 10 Chittak 44 Square Feet**, be the same a little more or less, including right of easement and right to use of 10' feet wide common passage on the northern side of the land, comprised in R.S Dag No. 7515 under R.S. Khatian No. 2086, lying and situated at Mouza Bally, J.L No. 14, Police Station Nischinda, formerly Bally, District - Howrah, within the ambit

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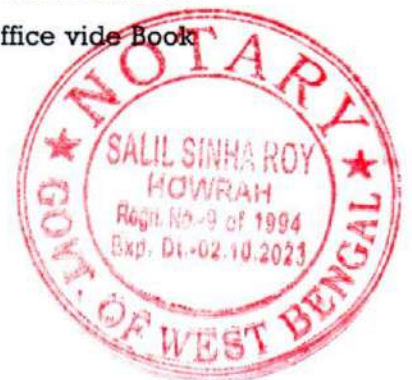


of Sapuipara Basukati Gram Panchayet, within the jurisdiction of the District Sub Registration office and the Additional District Sub Registration office at Howrah alongwith the right of title, easements and other interests attached thereto and seized and possessed peacefully and without interruption from any corner whatsoever.

AND WHEREAS while thus being seized and possessed in the aforesaid manner, due to lawful necessity of money, the said Sri Ratul Roy sold and transferred in favour of Sri Sujoy Pallab and Smt. Nabanita Pallab by a registered Deed of Sale dated 08.03.2017 which was duly registered in the Office of the Additional District Sub Registrar at Howrah and recorded in the said office vide Book No. 1, CD Volume No. 0502-2017, Pages from 26791 to 267808, Being no.- 050200952 for the year 2017 in respect of **ALL THAT** piece and parcel of Sali land measuring about **1 Cottah 12 chittak 40 Square Feet**, be the same a little more or less, comprising in R.S Dag No. 7515, under R.S Khatian No. 2086, lying and situated at Mouza - Bally, J.L No. - 14, Police Station - Nischinda, formerly Bally, District - Howrah, within the ambit of Sapuipara Basukati Gram Panchayet, within the jurisdiction of the Additional District Sub Registrar and the District Sub Registration office at Howrah, with the right of easements, right to use common passage and other interests attached thereto.

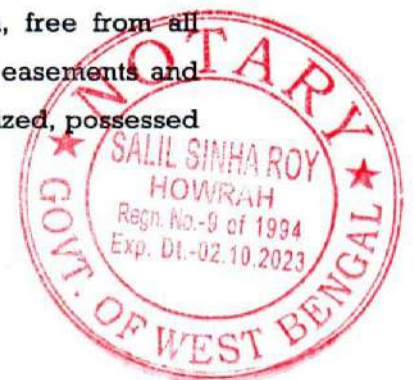
AND WHEREAS during the occupancy and possession of the rest property in absolute manner, due to further lawful necessity of money, the said Sri Ratul Roy further sold, transferred and conveyed in favour of Sri Barun Sarkar and Smt. Sonali Sarkar by a registered Deed of Sale dated 08.03.2017 which was duly registered in the Office of the Additional District Sub Registrar at Howrah and recorded in the said office vide Book

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No. 1, CD Volume No. 0502-2017, Pages from 33923 to 33940, Being no.-050200953 for the year 2017 in respect of **ALL THAT** piece and parcel of Sali land measuring about **1 Cottah 11 chittak 26 Square Feet**, be the same a little more or less, comprising in R.S Dag No. 7515, under R.S Khatian No. 2086, lying and situated at Mouza - Bally, J.L No. - 14, Police Station - Nischinda, formerly Bally, District - Howrah, within the ambit of Sapuipara Basukati Gram Panchayet, within the jurisdiction of the Additional District Sub Registrar and the District Sub Registration office at Howrah, with the right of easements, right to use common passage and other interests attached thereto.

AND WHEREAS after disposing of the aforesaid property total measuring of 03 Cottah 08 Chittacks 21 Sq. Ft. to the aforesaid two purchasers by way of aforesaid two different Deeds of Sale, both dated 08.03.2017, the said Sri Ratul Roy became the absolute lawful owner as well as occupier alongwith other property and the Said Land in respect of **ALL THAT** piece and parcel of the Sali land measuring about **08 (EIGHT) Cottah 09 (NINE) Chittaks 23 (TWENTY THREE) Square Feet**, be the same a little more or less, including other properties, alongwith a 10 years old one dilapidated R.T Structure having cemented flooring admeasuring about 100 sq.ft Tiles Shed standing thereon, including right of easement and right to use of 10' feet wide common passage on the northern side of the land, comprised in R.S Dag No. 7515 under R.S Khatian No. 2086, lying and situated at Mouza - Bally, J.L No. 14, within the Police Station at Nischinda, formerly Bally P.S., in the District of Howrah, within the ambit of Sapuipara Basukati Gram Panchayet, within the jurisdiction of the Additional District Sub Registration office and the District Sub Registration office at Howrah, free from all encumbrances, charges etc. and also having the right of easements and other rights attached thereto over the said property and seized, possessed



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peacefully without any interruption from others and enjoyed the same by exercising all sorts of overt acts over the said property not only by paying rents and taxes before the concerned authorities under the Government of West Bengal but also mutated his name in the record of L.R. R.O.R. before the office of the Bally-Jagacha B.L.R. Office and a new **Hal L.R. Khatian No. 63979** has been allotted in his favour appertaining to **L.R. Dag No. 24267**. Thereafter Sri Ratul Roy applied for Conversion of the aforesaid Land from Sali Land to Bastu Land before the office of the Sub-Divisional Land & Land Reforms Officer and the same has been converted by the said office from Sali Land to Bastu Land vide **Memo No. 666/SDLS/LRI/2022 dated 25.04.2022** measuring **14.86 Decimal**.

AND WHEREAS thereafter said Sri Ratul Roy, being the absolute owner as well as occupier of the aforesaid property, in order to avoid all the future complications regarding boundary of his abovementioned exclusive property executed and registered one Deed of Boundary Declaration dated 29/09/2022, with a specific demarcated plan annexed thereto, registered before the office of the Additional District Sub-Registrar, Howrah and recorded in the said office vide Book No. 1, Volume No. 0502-2022, pages from 417283 to 417317, being No.050211798, for the year 2022

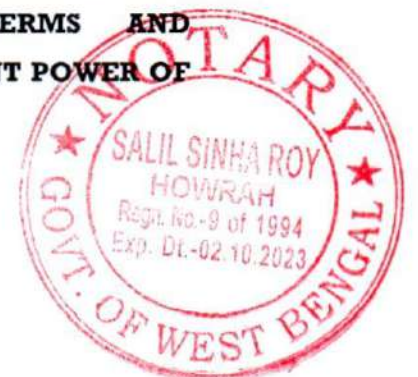
AND WHEREAS the aforesaid Owner i.e. Sri Ratul Roy while seized and possessed of the said property peacefully and uninterruptedly in order to extract maximum benefit and/or more profit from the aforesaid Bastu land property desired to Develop and construct a multi storied Building over the same, but due to lack of experience and paucity of money they were in search of a local well reputed and financially sound developer. Accordingly considering the reputation and goodwill of the Developer the Land Owners

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offered to **W.B. ESTATE DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its Registered office at D05/0530, Vivek Pally, Post Office Ghoshpara, Police Station Nischinda, District- Howrah, Pin 711 227 represented by its directors 1) **SRI ACHINTYA KUMAR MONDAL**, Son of Sri Kusha Dhwaja Mondal, and 2) **SRI BIJAN KUMAR MONDAL**, Son of Sri Kusha Dhwaja Mondal, both residing at B.B.D Sarani, Post Office Ghoshpara, Police Station Nischinda, District Howrah, Pin Code 711 227 who accepted the proposal of the aforesaid land owner to undertake the Development and Construction Work over the Said Property i.e. **ALL THAT** piece and parcel of the Bastu land measuring about **08 (EIGHT) Cottah 09 (NINE) Chittaks 23 (TWENTY THREE) Square Feet**, be the same a little more or less, with 10 years old dilapidated R.T Structure having cemented flooring admeasuring about 100 sq.ft. with Tiles Shed standing thereon, including right easement and right to use of 10' feet wide common passage on the northern side of the land, comprised in R.S Dag No. 7515 corresponding to L.R. Dag No. 24267 under R.S Khatian No. 2086 corresponding to Hal L.R. Khatian No. 63979, lying and situated at Mouza - Bally, J.L No. 14, within the Police Station at Nischinda, formerly Bally P.S., in the District of Howrah, within the ambit of Sapuipara Basukati Gram Panchayet, within the jurisdiction of the Additional District Sub Registration office and the District Sub Registration office at Howrah, free from all encumbrances, charges etc. and also having the right of easements and other rights attached thereto.

AND WHEREAS the Parties after having been agreed to perform their respective acts, under certain **TERMS AND CONDITIONS** to give a good shape to the Construction/Development of the said property, entered into a **DEVELOPMENT AGREEMENT** under certain **TERMS AND CONDITIONS**, as embodied therein, and a **DEVELOPMENT POWER OF**



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ATTORNEY. Accordingly a **Registered Development Agreement** was executed by and between both the parties and registered on **21.02.2022** before the office of the **Additional District Sub-Registrar at Howrah** and recorded in the said office vide **Book No. I, Volume No. 0502-2022, Pages from 117835 to 117886, Being No. 050202498** for the year 2022 and a registered **Development Power of Attorney** was also executed and registered on **05.08.2021** before the office of the **Additional District Sub-Registrar at Howrah** and recorded in the said office vide **Book No. I, Volume No. 0502-2021, Pages from 117887 to 117920, Being No. 050202499** for the year 2022.

AND WHEREAS thereafter the aforesaid Developer applied before the Howrah Zilla Parishad for Sanction of a **G+4 (Five) Storied Building** and on the basis of the said application the Howrah Zilla Parishad, sanctioned a **G+4 (Five) Storied Building vide Memo No. 297/032/HZP/PS dated 27.12.2022** over the said property. Thereafter on the basis of the aforesaid Sanction Plan the developer have started construction work of the multi-storied building over the schedule mentioned property as per the abovementioned House Building Plan and the said project is going on.

AND WHEREAS after obtaining the aforesaid sanctioned Building Plan the Developer started the construction of the said Building and during the period of construction of the said Building the Developer announced to sell the flats/units from the Developer's Allocation, free from all encumbrances and there is no legal impediment to conveying the said Flat in any manner and after coming to know the abovesaid announcement and relying upon the aforesaid declaration the Purchaser viz. **SRI BABLU SHEE**, son of Pratima Shee residing at Anandanagar, Basukati, Post Office Anandanagar, Police Station Liluah, District Howrah, Pin Code 711 227, became very

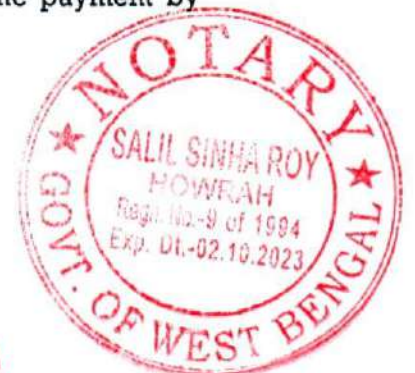
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much interested to purchase **ALL THAT** piece and parcel of a self contained **Residential Flat** on the First Floor (South-East facing), **Being No. 1A**, measuring about **1000 Sq. ft.**, be the same a little more or less including 20% Super Built up area, within the said G+4 (Five) storied building, including undivided proportionate share of land underneath, along with common areas and facilities and amenities attached thereto at an agreed price of **Rs. 25,99,000/-**, the highest available market price, free from all encumbrances and there is no legal impediment to purchase the said Flat and proposed to the Developer/Second Part which the Developer accepted, confirmed and agreed. Accordingly, after being satisfied, the Purchaser made an advance amounting **Rs. 01,00,000/-** (Three One Lakh only) to the Developer and executed an unregistered Agreement for Sale. The parties entered into this agreement under following terms and conditions:-

NOW THIS AGREEMENT WTNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

1. That the Party of the Third Part/Purchaser agreed to purchase the Second Schedule mentioned **Residential Flat Being No. 1A (South-East side) on the First Floor measuring 1000 Sq. Ft.** with 20% super built up area from the Developer/Second Part at a total consideration price more or less **Rs.24,99,000/- (Rupees Twenty Four Lacks Ninety Nine Thousand only)** in total with the specification as mentioned in the Third Schedule and the Third Part/Purchaser has paid a sum of **Rs.1,00,000/- (Rupees One Lakh only)** to the Developer/Second Part on this day of Agreement for Sale as advance amount and the Developer has acknowledged the payment by signing this agreement.



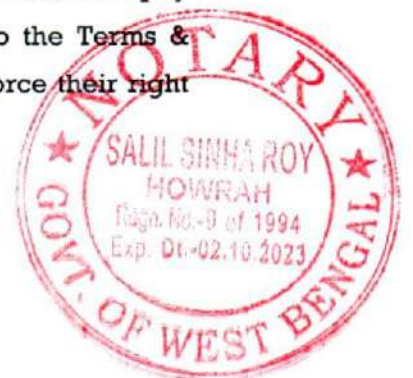
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2. That it has been decided that final Registration of Sale Deed shall be executed by the Developer/Second Part in favour of the Third Part/Purchaser after payment of full consideration amount within the stipulated time as per Sixth Schedule.

3. The PURCHASER shall not have or shall not claim exclusive right, title, interest over the open space of the building on the ground floor to the top floor roof but to use the passage for entrance only or for free ingress or egress and the Common rights as per Third Schedule and the Developer/Second Part, shall have full right to use or make further construction after obtaining required permission from the competent authority on the open space or on top roof of the said building. Hence, the PURCHASER shall not raise any objection or claims whatsoever and the Developer/Second Part shall have the right to sale out the said newly constructed area, excluding the owner's allocation, to the interested buyers except entrance passage and common areas. The undivided share attributable to the said residential flat shall always be indivisible, impartible and variable.

4. That it has been agreed between the parties that the PURCHASER shall strictly abide by the payment conditions as per Sixth Schedule. If the Purchaser fails to abide by the time of payment and/or fails to get the Sale Deed Registered within 03 months from the date of completion of the said flat which will be informed to the purchaser over phone or notice, as the case may be, in that event, the Developer/Second Part shall have the power to cancel/rescind the present Agreement for Sale and return the advanced amount to the Third Part/Purchaser by deducting 10% of the Advance amount received as earnest amount. The PURCHASER shall pay the balance of the Consideration sum strictly according to the Terms & Conditions fixed herein. In default, the Developer may enforce their right

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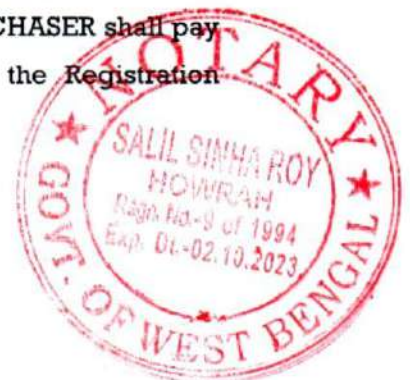
to rescind the contract and they may enter into further agreement for sell the flat, described in the Second schedule, with any other person intending to purchase the same without serving any further notice to the Purchaser/Third Part.

5. That the Developer/Second Part shall hand over the xerox copy of deed of title and other relevant documents to the Third Part/Purchaser to cause search of the said property by the PURCHASER in Registration office and/or other departments to find out the title of the owner in respect of the said property.

6. That the final Deed of Sale shall be executed and registered by the Developer/Second Part at the cost of the Third Part/Purchaser in his favour or his nominee or nominees subject to receiving of balance amount of money by the Developer/Second Part from the Third Part/ Purchaser. The Developer/Second Part shall be bound to make Second Schedule property free from all encumbrances. If the scheduled unit is found to be mortgaged in any bank or any person has any claim of money from the first part or anyone in connection with the scheduled property flat, in that case the Developer/Second Part shall be bound to make the property free from all encumbrances and clear the flat to be fit for transfer with marketable title and/or if any lapses arise to get the Sale Deed Registered due to any unforeseen and/or unavoidable reason then the Developer/Second Part shall be bound to return the advance amount whatever he received from the Third Part without any deduction, as mentioned above.

7. The PURCHASER hereby agrees that the said Residential Flat shall be registered only by the standard draft of conveyance be prepared by the Advocate of the Developer. It is also agreed that the PURCHASER shall pay and/or shall bear all the cost and expenses towards the Registration

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Charge and Stamp Duty on the value of the said Flat to be assessed by the Registrar or as per Query Report and Advocate's fees and expenses for drafting and preparation of Sale Deed or Conveyance Deed and other miscellaneous legal expenses will be included extra.

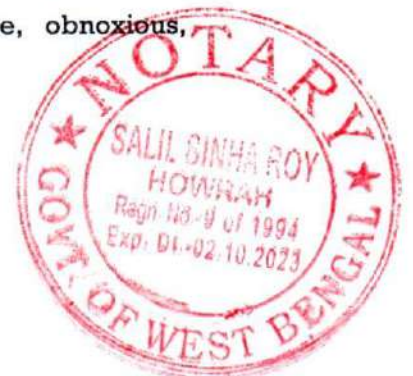
8. The PURCHASER shall not do any immoral or illegal act or deed, any other acts which in anyway hamper the peaceful living or healthy atmosphere of the building and the PURCHASER undertakes not to change any exterior structure of the building and the PURCHASER shall not raise any objection or other claim, of any nature whatsoever regarding construction of said flat and/or common portion and/or construction thereof of the said building in the said premises.

9. The PURCHASER shall keep the said unit and every part thereof and all fixtures and fittings therein properly painted and in good repairs and in neat and clean conditions as decent and respectable place and for the purpose mentioned in the Third Schedule thereto.

10. The PURCHASER undertakes not to throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuses in the common portion of the area reserved for common use and/or in any area which may hamper to others except at the place as be indicated thereof and not to obstruct any passage or common area or any portion which may cause any hamper of interest of others.

11. The PURCHASER shall not carry on or cause to be carried on any obnoxious injurious, dangerous, hazards or illegal or criminal activity or business etc. in or through the said unit and/or to store or keep or allow anyone to store or keep any inflammable, combustible, obnoxious,

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injurious, hazards or dangerous articles in the said unit or any other part of the building or over the said land.

12.To allow the Developer/Second Part or the person/s appointed by the Owner's Association and/or his surveyor, workmen and/or agents with or without materials at all reasonable time to enter into the said unit for the purpose of Construction, Completion and/or repairing of the building and for common purpose/s. They shall never obstruct any person or agent appointed by the Land Owner and/or Owner's Association as mentioned above.

13.The PURCHASER shall not under any circumstances make construction or alteration on the Elevation and shall also not be allowed to interfere with the alter the exterior decoration and external colour of the Building and the PURCHASER shall maintain the said flat in good condition at their own cost after the same have been handed over to him by the Developer/Second Part and shall abide by all the rules and regulations of the Government or any other concerned authority but they have every right to repair or modify the internal portion of the said flat as per their requirement.

14.The PURCHASER hereby agrees and undertakes to be a member of the Owner's Association/Society of the Building, which will be formed by the Developer among the flat owners/commercial space holders of the said building and shall abide by all rules and regulations of the said Association for proper maintenance/security and safety of the building and further undertakes to pay all fees, charges, costs as would be charged or fixed by the said Association in respect thereof which is to be charged or fixed by the said Association in respect thereof which is mentioned in the **Fifth Schedule** hereunder written, in case the PURCHASER, as flat owner, neglects or fails to pay taxes and other charges regularly then in that event

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the association shall be entitled to withdraw all the common easements and facilities forthwith attached to the said flat.

15. **Transformer Installation Charges of Rs.35,000/- (Rupees Thirty Five Thousand only) and D.G. Set Installation Charge of Rs.35,000/- (Rupees Thirty Five Thousand only) to be paid by the Purchaser to the Second Part/ Developer and the Electric Connection in the concerned unit to be connected at the cost of the Purchaser/Third Part by paying extra charge to the WBSUEDCL/CESC.**

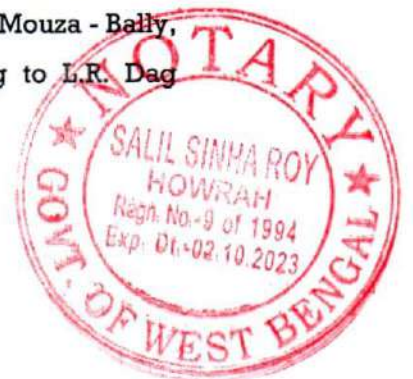
16. **That GST will be charged Extra which is to be paid by the Purchaser to the Developer at the rate of applicable charge on the Government Valuation of the said Flat/Unit, as per the prevailing Rules, formulated by the Government of India, or it may be changed as per the direction of the Government of India from time to time before the time of execution of the Deed of Conveyance.**

17. That the time is the essence of the contract but the limit of time may be extended by mutual arrangement between the parties on account of forcible measures only.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of the Bastu land measuring about 08 (Eight) Cottah 09 (Nine) Chittaks 23 (Twenty Three) Square Feet, be the same a little more or less, with 10 years old one dilapidated R.T. Shed structure having cemented flooring admeasuring about 100 Sq. Ft. standing thereon including right of easement and right to use of 10' feet wide common passage on the northern side of the land lying and situated at Mouza - Bally, J.L No. 14, comprised in R.S Dag No. 7515 corresponding to L.R. Dag

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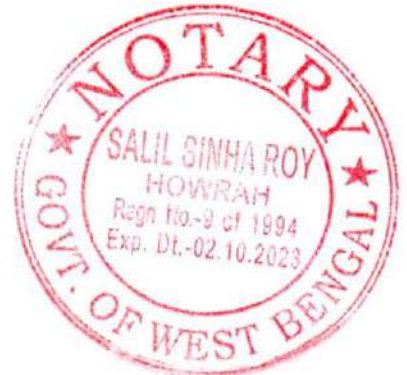
No.24267, under R.S. Khatian No. 2086 corresponding to L.R. Khatian No. 63979, Police Station Nischinda, formerly Bally, District Howrah, within the ambit of Sapuipara Basukati Gram Panchayet, within the jurisdiction of the District Sub Registration office the Additional District Sub Registration office at Howrah, butted and bounded as follows :-

ON THE NORTH : Property of Smt. Sikha Roy;
 ON THE SOUTH : Property of Sri Dhirendranath Saha, Sri Khitish Saha and Sri Satish Saha;
 ON THE EAST : 14' ft. wide Panchayet Road;
 ON THE WEST : Property of R.D. Dag No. 7515 (Part) and 10'ft. wide Panchayet Road;

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of one self contained **Residential Flat being No. 1A**, on the South-East side, situated on the **First Floor** measuring an area about **1000 Sq. Ft.**, be the same a little more or less, including super built up area consisting of 03 Bedrooms, 01 living-cum-dining Room, 01 Kitchen, 02 Toilets/Bathrooms, 02 Balcony together with proportionate share of land and right to use the common stair case, lift and common lobbies from ground floor to top floor, common privy, common water reservoir, common water tank, common electrical fittings, common electric facility, common meter room and space, common roof, common drainage and sewerage system, common open areas, common passage etc., comprised in the **First Schedule mentioned Property**, written herein above, butted and bounded as follows:-

ON THE NORTH : Open to Sky;
 ON THE SOUTH : Entrance, Stairs and Lift;
 ON THE EAST : Open to Sky;
 ON THE WEST : Flat No.



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THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON RIGHTS)

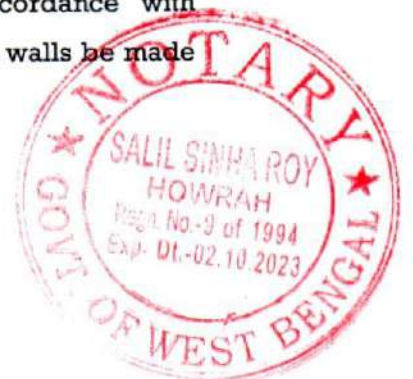
- i) Main entrance, stair case of landing.
- ii) Common passage and lobby on the ground to top floor.
- iii) Stair case landings on all floors leading to top roof.
- iv) Deep tube well, water pump, overhead water tank, water pipes and other common plumbing installation for common purposes.
- v) Electrical wiring, meters and fittings extruding these as are for any particular units.
- vi) Lift, Lift Wall and Lift Room.
- vii) Drain and sewers, septic tank, soil pipes etc.
- viii) Boundary wall and main gates.
- ix) Such other common parts, areas, equipments, installation, fixtures, fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the flat in the building in common.
- x) All other parts of the said building necessary for its existence, maintenance and safety for normal in common use of owner of the respective flat/unit.
- xi) Care taker Room and common privy, if any, on the Ground Floor.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Details of **SPECIFICATIONS of CONSTRUCTION** of the
Building/Flat/Unit)

- A. **STRUCTURE:** R.C.C. (1:2:4) framed Super-structure with isolated column footing foundation or as per the design requirement using standard quality steel (of any I.S.I MARK brand), sand, cement of I.S.I. standard, stone-chips, mortar-casting in accordance with specified building rules. 5" outer walls and 3" inside walls be made

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of quality bricks, sands and cement of reputed brands. Outer and inside plaster shall be done with standard quality materials.

- B. **SANITARY & PLUMBING:** All outer soil lines shall be provided with good quality PVC pipes, outer water lines be provided with P.V.C. pipes, inside pipelines shall be concealed, well planned and equipped with S.W., outer lines to be provided and installed to be carried from the overhead water reservoir as per the specifications of the Architect. Commode will be of standard quality.
- C. **FLOORING:** Tiles flooring in all rooms, skirting 4" and Bath Dado 6' Ft of standard quality.
- D. **DOORS:** Commercial flush door.
- E. **WINDOWS:** Aluminum framed Iron Grilled windows with glass fitting.
- F. **WALL FINISHING:** Cement plastered wall with putty finishing, inside plaster with cement mortar 1:5 and outside plaster with cement mortar 1:4.
- G. **PAINTINGS:** External walls of the building shall be painted with Weather coat or similar quality of cement paints, inside walls will be furnished with putty. All walls of staircase and landing shall be finished with light colour painting.
- H. **ELECTRICAL:** All electrical wirings will be made of standard gauges P.V.C. conduit wires of copper make suitable with the amperes of I.S.I. standard, provided for internal (flat) line wiring will be made by appropriate gauge wire and main line wiring will be made from standard gauges wire.
- a) **Bed Rooms:** Two light points, one fan point, one 15 amp. and one 5 amp. Socket,
- b) **Drawing cum Dining room:** Two light, one fan point, one 15 amps. and one 5 amp. and 1 T.V. point;

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- c) **Kitchen:** One light point, one exhaust fan point, one 15 amp. and one 5 amp. Socket;
- d) **Bathroom:** One light point, one Geyser point, one exhaust fan point;
- I. **TOILET:** One Commode with Flush, one P.V.C. Cistern, two C.P. taps and one Hand shower;
- J. **KITCHEN:** Gas counter will be marble/granite finish, one Steel sink, one C.P. tap, tiles on dado over cooking platform (upto 3'ft.);
- K. **WATER SUPPLY:** Deep Tube Well Water or Supply Water will be arranged and will be linked from the overhead water reservoir to the individual flats.
- L. **POWER SUPPLY:** Individual metering for all flats (cost will be borne by the flat-Owner).
- M. **STAIRCASE:** Marble steps and Steel railings in one side.
- N. **LIFT:** 4/5 passengers LT lift will be installed.
- O. **VERANDA:** Will be covered by 3'ft. height Grill railing.
- P. **On payment of extra cost the following facilities will be provided:**

Collapsible Gate on the Main Gate of the Flat, A.C. Point or Invertor Point or any other fittings as per choice of the Purchaser or any other extra work. **Extra work to be done on the basis of advance payment.**

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Proportionate Common Expenses)

1. Cost of maintenance of gutters, tarn water pipes, sewerage pipes, water pipes, electrical wiring, main entrance, passage and land and stair case up to the terrace.
2. Cost of cleaning and lighting of passage, landings and other parts.
3. Electric charges for pump motor light in the common areas etc.
4. Insurance if any against damage, fire etc.



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5. Cost of water of any deposit or fee for the same.
6. Maintenance of exterior, boundary wall and surrounding areas of the building.
7. Operating, replacing, white washing, painting, rebuilding, decorating.
8. Govt. taxes, impositions, other statutory deposits, water taxes.
9. Litigation expenses as common.
10. Salary of care-taker, cost of services of electrician, plumbers, sweepers etc.
11. Such other expenses as are necessary or maintenances and upkeep of the building.

THE SIXTH SCHEDULE ABOVE REFERRED TO

PAYMENT SCHEDULE

(PAYMENT OF THE TOTAL CONSIDERATION)

The total consideration price of the Said Unit is **Rs.24,99,000/- (Rupees Twenty Four Lacks Ninety Nine Thousand only)** @ Rs. 2,499/- per Square Feet, admeasuring an area of **1000 Sq. ft** including 20% Super built up area, be the same a little more or less, to be paid in the following manner:

- a) Rs.1,00,000/-(Rupees One lack only) out of the total consideration amount has been paid with the execution of this Agreement;
- b) 20% of total consideration price within the completion of first floor super structure.
- c) 20% of total consideration price within the completion of Second floor super structure .
- d) 20% of total consideration price within the completion of third floor super structure .
- e) 20% of total consideration price within the completion of fourth floor super structure.

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f) Remaining price or the amount as per final measurement, will be paid before the time of Registration of Deed Of Conveyance.

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

SIGNED, SEALED AND DELIVERED

In presence of the following:

Achintya Kumar Mondal

(Signature of the DEVELOPER/
CONFIRMING ARTY as Constituted
Attorney of the Owner SRI RATUL ROY)

W. B. Estate Developers Pvt. Ltd.

Achintya Kumar Mondal
Director

Witness:

1.

(Signature of the DEVELOPER/
CONFIRMING PARTY)

2.

[Handwritten signature]

(W.B. ESTATE DEVELOPERS PRIVATE LIMITED)

Bahushree

(Signature of the PURCHASER)

IDENTIFIED BY ME
Drafted & Prepared by me
in my Sheristha

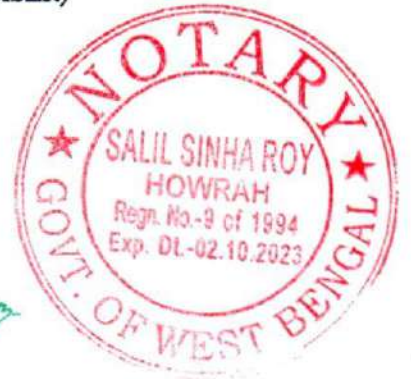
Jibanjib Chakraborty

Advocate
Judges Court, Howrah

JIBANJIB CHAKRABORTY
Advocate
Howrah Judges Court
WB/1448/2000

On Identification by the Ld. Lawyer
LTI/SIGNATURE ATTESTED

[Signature]
SALIL SINHA ROY
NOTARY, HOWRAH
Regd. No. 9/94
Govt of W.B



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MEMO OF CONSIDERATION

RECEIVED of and from the within named PURCHASER the within mentioned sum of Rs.1,00,000/- (Rupees One Lakh) only being the earnest/advance money out of total consideration amount of Rs.24,99,000/- (Rupees Twenty Four Lakhs Ninety Nine Thousand only) in total in the manner as follows :-

<u>Date</u>	<u>Cheque No.</u>	<u>Drawn on</u>	<u>Amount (Rs.)</u>
			Rs. 1,00,000.00

Total : Rs. 1,00,000.00

(Rupees One Lakh only)

WITNESSES :

1.

W. B. Estate Developers Pvt. Ltd.
Achintya Kumar Mondal
 Director

(SIGNATURE OF THE DEVELOPER/
 SECOND PART)

2.



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