

**AGREEMENT**

**THIS AGREEMENT** made on this ..... day of ..... Two Thousand and Seventeen **BETWEEN 1) SRI NISITH KUMAR DAS (PAN- BAEPD3075M), (2) SRI NITISH KUMAR DAS (PAN DKJPD6688H), (3) SRI TAPAN KUMAR DAS (PAN- CCKPD9885Q)** all sons of Late Ajit Kumar Das, by occupation Business **(4) SMT. RINA DAS (PAN- ASFPD7294N)** wife of Late Nabin Kumar Das, **(5) MISS. NISHA DAS (PAN- BMEPD6197C), (6) MISS. RAKHI DAS - (PAN ASFPD7295P)** both daughters of Late Nabin Kumar Das, all residing at 20, Gorakshabasi Road, Kolkata – 700 028, P.O. and P.S. DumDum, **(7) SMT. SMRITI BODAK (PAN AEIPB6360E)** wife of Sankar Bodak, residing at 4, Jogin Mukherjee Lane, Howrah – 1, P.S. and P.O. Howrah, all are by faith – Hindu, by Occupation – Business and Household Work, **(8) SRI SUNIL KUMAR MAJHI (PAN DUDPM6533C)** son of Late Rasomoy Majhi, by faith – Hindu, by Occupation – Business, residing at 20, Goraksha Basi Road, Police Station and Post Office – Dum Dum, Kolkata – 700 028, **(9) SRI MANIK BANERJEE, (PAN- BLMPB6303D) (10) SRI GOPAL BANERJEE (PAN-CEQPB2543M)** both sons of Late Haridas Banerjee, both are by faith – Hindu, by occupation – Business, **(11) SMT. SUPARNA SAHA (PAN-ATBPS7661P)** wife of Sri Narayan Saha, by faith – Hindu, by occupation – Housewife, **(12) MISS. KAJAL GHOSH (PAN-AGIPG8552D)** daughter of Late Nani Gopal Ghosh, by faith – Hindu, by occupation – Service, all residing at 75, Nagendra Nath Road, Police Station and Post Office – Dum Dum, Kolkata – 700 028, **(13) SRI NIRMALYA DAS (PAN- DJVPD7252J) (14) MRS. MEENA DAS (PAN- DJVPD7249M)** both are Son and Wife of Nikhil Das , both by faith Hindu, by

occupation Service and Housewife respectively, both residing at Khanyer Bagan, Haora (M. Corp), Howrah, West Bengal-711104, P.O. and P.S. Howrah, (15) **SMT. MOUPIYASI SHAW (PAN GLMPS1738G )** (16) **DEBASHIS DAS (PAN AEFPD6833B)** daughter and Son of Krishna Chandra Das and Dipti Das, residing at 1, Kalipada Das Lane, Howrah – 1, P.O. and P.S. Howrah hereinafter called the **VENDORS**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrator, representatives and assigns) of the **FIRST PART.** the Vendor No. 8 herein, is represented by his Constituted Attorney **SMT. JAYATI ROY (PAN-ACXPR9705L)** wife of Indrajit Roy, by faith – Hindu, by Occupation – Business, residing at 50, Gorakshabasi Road, Kolkata – 700 028, vide Power of Attorney 01.06.2012 registered at the office of the Addl. District Sub-Registrar Cossipore Dum Dum, copied in Book No. IV, CD Volume No. 2, Pages 3157 to 3166, Being No. 00819 for the year 2012, the Vendor Nos. 9 to 12 herein, is represented by his Constituted Attorney **SMT. JAYATI ROY (PAN-ACXPR9705L)** wife of Indrajit Roy, by faith – Hindu, by Occupation – Business, residing at 50, Gorakshabasi Road, Kolkata – 700 028, vide Power of Attorney 14.03.2012 registered at the office of the Addl. District Sub-Registrar Cossipore Dum Dum, copied in Book No. IV, CD Volume No. 1, Pages 4115 to 4127, Being No. 00375 for the year 2012. the Vendor Nos. 1 to 7 and 13 to 16 herein, is represented by his Constituted Attorney **SMT. JAYATI ROY (PAN-ACXPR9705L)** wife of Indrajit Roy, by faith – Hindu, by Occupation – Business, residing at 50, Gorakshabasi Road, Kolkata – 700 028, vide Power of Attorney 28.08.2017 registered at the office of the Addl. District Sub-Registrar Cossipore Dum Dum, copied in Book No. IV, CD Volume No. 1903-2017, Pages 120906 to 120958, Being No. 190304862 for the year 2017.

**AND**

**M/S. AATREYEE NIRMAN (P) LTD.**, a private limited company, registered under the Companies Act, 1956, having its office at 9/12, Lal Bazar Street, Third Floor, Block - C, Kolkata – 700001 represented by its Directors (1) **SMT. JAYATI ROY (PAN-ACXPR9705L)** wife of Indrajit Roy, by faith – Hindu, by Occupation – Business, both residing at 50, Gorakshabasi Road, Kolkata – 700

028, hereinafter called the **DEVELOPER**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors and assigns) of the

**SECOND PART.**

**A N D**

**MR.TAPOJYOTI DAS ( PAN AHOPT4304P)** son of **Lt. Tulsi Das** by faith :- Hindu, by Occupation : Service , residing at 11, Gorakhabasi Road, Kolkata-700028, P.S- Dum Dum, P.O – Dum Dum, hereinafter called the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **THIRD PART.**

WHEREAS Ajit Kumar Das, was well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area 01 Cottah 08 Chittaks 14 Sq.ft; with one storied building standing thereon comprised in C.S. Dag No. 1149, R.S. Dag No. 3603 under C.S. and R.S. Khatian No. 562, at Mouza – Satgachi, Police Station – Dum Dum, Holding No. 185 and 186, Gorakshabasi Road, within the limits of South Dum Dum Municipality, in the District of 24-Parganas (North).

AND WHEREAS after the death of Ajit Kumar Das his five sons viz; Sri Nishith Kumar Das, Sri Nikhil Kumar Das, Sri Nitish Kumar Das, Sri Tapan Kumar Das and Sri Nabin Kumar Das and four daughters viz; Smt. Priti Das, Smt. Tripti Das, Smt. Dipti Das, Smt. Smriti Bodak and only wife Smt. Pramila Das became the owners of the aforesaid land by virtue of succession.

AND WHEREAS by a Deed of Gift dated 31.12.1991 registered on 13.04.1992 copied in Book No. I, Being No. 2498 for the year 1992 Sri Nishith Kumar Das, Sri Nikhil Kumar Das, Sri Nitish Kumar Das, Sri Tapan Kumar Das, Sri Nabin Kumar Das, Smt. Priti Das, Smt. Tripti Das, Smt. Dipti Das, Smt. Smriti Bodak granted, transferred and assigned to their mother Smt. Pramila Das ALL THAT undivided 9/10<sup>th</sup> share in the piece or parcel of land measuring an area 01 Cottah 08 Chittaks 14 Sq.ft; with one storied building standing thereon comprised in C.S. Dag No. 1149, R.S. Dag No. 3603 under C.S. and R.S. Khatian No. 562, at Mouza – Satgachi, Police Station – Dum Dum, Holding No. 185 and 186, Gorakshabasi Road, within the limits of South Dum Dum Municipality, in the District of 24-Parganas (North).

AND WHEREAS after the death of Smt. Pramila Das, her five sons viz; Sri Nishith Kumar Das, Sri Nikhil Kumar Das, Sri Nitish Kumar Das, Sri Tapan Kumar Das and Sri Nabin Kumar Das and four

daughters viz; Smt. Priti Das, Smt. Tripti Das, Smt. Dipti Das, Smt. Smriti Bodak became the owners of the aforesaid land by virtue of succession.

AND WHEREAS Smt. Priti Das and Smt. Tripti Das, both unmarried, died intestate leaving behind their brother and sister as their legal heirs in respect of their share in the aforesaid property.

AND WHEREAS after the death of Nabin Kumar Das, his wife Smt. Rina Das, and two daughters viz; Miss. Nisha Das, Miss. Rakhi Das, became the owners of his share in the aforesaid land by virtue of succession.

AND WHEREAS Sri Nishith Kumar Das, Sri Nikhil Kumar Das, Sri Nitish Kumar Das, Sri Tapan Kumar Das, Smt. Rina Das, Miss. Nisha Das, Miss. Rakhi Das, Smt. Dipti Das, Smt. Smriti Bodak, the Vendor Nos. 1 to 9 herein, are thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area 01 Cottah 08 Chittaks 14 Sq.ft; with one storied building standing thereon comprised in C.S. Dag No. 1149, R.S. Dag No. 3603 under C.S. and R.S. Khatian No. 562, at Mouza – Satgachi, Police Station – Dum Dum, Holding No. 185 and 186, Gorakshabasi Road, within the limits of South Dum Dum Municipality, in the District of 24-Parganas (North).

AND WHEREAS the said Sri Nishith Kumar Das, Sri Nikhil Kumar Das, Sri Nitish Kumar Das, Sri Tapan Kumar Das, Smt. Rina Das, Miss. Nisha Das, Miss. Rakhi Das, Smt. Dipti Das, Smt. Smriti Bodak, the Vendor Nos. 1 to 9 herein, have entered into a registered Development Agreement on 28.06.2012 with M/S. Aatreyee Nirman (P) Ltd; the Developer herein, registered at the office of the Addl. District Sub-Registrar Cossipore Dum Dum, copied in Book No. I, CD Volume No. 18, Pages 9034 to 9061, Being No. 06643 for the year 2012, to construct a multi-storied building as per Sanction Plan of South Dum Dum Municipality, on the terms and conditions set forth therein.

AND WHEREAS originally the property at Mouza – Satgachi, J.L. No. 20, Touzi No. 182, under C.S. Khatian No. 562, being C.S. Dag No. 1149 measuring 8206 Satak of land belonged to Promotha Nath Ghosh and while the said Promotha Nath Ghosh was in so exclusive possession in respect of the said property he transfer all his right title of interest in respect of the same to Sasadhar Sadhukhan by virtue of a Registered Deed of Kobala which was registered in the office of Sub-Registrar Cossipore Dum Dum and therein recorded in Book No. I, Being No. 1745 dated

19.09.1934 and subsequently the said Sasadhar Sadhukhan while was in possession he transfer the same in favour of Sri Bhupen Chandra Das on dated 02.02.1938 at Valuable consideration and the said Deed of Kobala was registered in the office of the Sub-Registrar Cossipore Dum Dum and therein recorded in Book No. I, Volume No. 7, Pages from 226 to 228, Being No. 274 for the year 1938.

AND WHEREAS the said Bhupen Chandra Das by virtue of the said Deed of Kobala while was in so exclusively possession he transferred .0774 Satak of land and was in exclusive possession in remaining plot of land and out of the said property he executed and registered in favour of his wife namely Smt. Sindu Bala Dasi on 25.10.1957 in respect of 10(ten) Cottahs of land from Dag No. 1149 which was registered in the office of the Sub-Registrar Cossipore Dum Dum and therein recorded in Book No. I, Volume No. 119, Pages from 20 to 22, being No. 7434 for the year 1957.

AND WHEREAS by virtue of a Deed of Settlement dated 01.08.1966 the said Sindu Bala Dasi bequeathed the said property measuring an area 10(ten) Cottahs of land in favour of his son namely Sri Ajit Kumar Das which was executed and registered on 03.08.1966 registered in the office of the Sub-Registrar Cossipore Dum Dum and therein recorded in Book No. I, Volume No. 103, Pages from 150 to 152, Being No. 7119 and after the demise of the said settler the said Ajit Kumar Das became the absolute owner and possessor of the property measuring 10(ten) Cottahs in C.S. Dag No. 1149 corresponding to R.S. Dag No. 3602 and 3603.

AND WHEREAS the father of the said Ajit Kumar Das transferred a land measuring 02(two) Cottahs 01(one) Chittak in the same Mouza under Khatian No. 562 being C.S. Dag No. 1148, corresponding to R.S. Dag Nos. 3602 and 3603 which registered in the office of the Sub-Registrar Cossipore Dum Dum and therein recorded in Book No. I, Volume No. 68, Pages from 252 to 254, Being No. 4943 for the year 1958.

AND WHEREAS by virtue of the said Deed of Family Settlement as well as Deed of Gift while the said Ajit Kumar Das became the absolute owner and possess in respect of 12(twelve) Cottahs 01(one) Chittak of land being C.S. Khatian No. 562, C.S. Dag No. 1149, corresponding to R.S. Dag Nos. 3602 and 3603, he executed a Deed of Family Settlement dated 24.11.1986 in favour of his wife Smt. Pramila Das, which was registered in the office of the Addl. Sub-Registrar Cossipore Dum Dum and therein recorded in Book No. I, Volume No. 93, Pages from 1 to 8, Being No. 5050 for the year 1986.

AND WHEREAS in terms of the said Family Settlement the two daughters namely Smt. Tripti Das and Smt. Priti Das were the beneficiary and one Krishna Chandra Das and Sri Sunil Kumar Maji appointed their natural guardian due to their physical problem but subsequently the said Tripti Das died on 30.04.1996 and Priti Das also died on 14.03.2001 leaving behind no issue.

AND WHEREAS the said Ajit Kumar Das died leaving behind him his wife Smt. Pramila Das and five sons namely Sri Nisith Kumar Das, Sri Nikhil Kumar Das, Sri Nitish Kumar Das, Sri Tapan Kumar Das, Sri Nabin Chandra Das and two married daughters namely Smt. Dipti Das and Smt. Smriti Bodok.

AND WHEREAS after seized and possessed of the aforesaid property the said Smt. Pramila Das died on 08.08.1994 leaving behind her five sons namely Sri Nisith Kumar Das, Sri Nikhil Kumar Das, Sri Nitish Kumar Das, Sri Tapan Kumar Das, Sri Nabin Chandra Das and two married daughters namely Smt. Dipti Das and Smt. Smriti Bodok.

AND WHEREAS after seized and possessed of the aforesaid property said Nabin Chandra Das died on 16.03.2002 leaving behind him his wife Smt. Rina Das and two minor daughters namely Miss. Rakhi Das and Miss. Nisha Das are the absolute owners of his share of the aforesaid property. At present said Rakhi Das and Nisha Das have attained majority.

AND WHEREAS now at present the said Sri Nisith Kumar Das, Sri Nikhil Kumar Das, Sri Nitish Kumar Das, Sri Tapan Kumar Das, Sri Nabin Chandra Das, Smt. Rina Das, Miss. Rakhi Das, Nisha Das, Dipti Das and Smt. Smriti Bodok, are the legal heirs of the said Sri Ajit Kumar Das by virtue of inheritance and by virtue of Deed of Settlement.

AND WHEREAS Sri Nisith Kumar Das, Sri Nikhil Kumar Das, Sri Nitish Kumar Das, Sri Tapan Kumar Das, Sri Nabin Chandra Das, Smt. Rina Das, Miss. Rakhi Das, Nisha Das, Dipti Das and Smt. Smriti Bodok, the Vendor Nos. 1 to 9 herein, 12(twelve) Cottahs 01 Chittack be the same a little more or less lying and situated under Mouza – Satgachi, J.L. No. 20, R.S. No. 154, Touzi No. 182, comprised in C.S. Dag No. 1149, corresponding to R.S. Dag No. 3602 and 3603 under Khatian No. 562, Municipal Holding No. 185 and 197, Municipal Premises No. 20, Gorakshabasi Road, Kolkata –

700 028, Police Station – Dum Dum, within the jurisdiction of South Dum Dum Municipality, in the District of North-24-Parganas.

AND WHEREAS the said Sri Nishith Kumar Das, Sri Nikhil Kumar Das, Sri Nitish Kumar Das, Sri Tapan Kumar Das, Smt. Rina Das, Miss. Nisha Das, Miss. Rakhi Das, Smt. Dipti Das, Smt. Smriti Bodak, the Vendor Nos. 1 to 9 herein, have entered into a registered Development Agreement on 28.06.2012 with M/S. Aatreyee Nirman (P) Ltd; the Developer herein, registered at the office of the Addl. District Sub-Registrar Cossipore Dum Dum, copied in Book No. I, CD Volume No. 18, Pages 4299 to 4329, Being No. 06642 for the year 2012, to construct a multi-storied building as per Sanction Plan of South Dum Dum Municipality, on the terms and conditions set forth therein.

AND WHEREAS by a Deed of Gift dated 27.06.1990 registered at the office of the Addl. District Sub-Registrar Cossipore Dum Dum, copied in Book No. I, Deed No. 3578 for the year 1990, Ajit Kumar Das, gifted, transferred and conveyed to Sri Sunil Kumar Majhi, ALL THAT piece or parcel of land measuring an area 01 Cottah 08 Chittaks comprised in C.S. Dag No. 1149, R.S. Dag No. 3603, under Khatian No. 562, at Mouza – Satgachi, Premises No. 20, Gorakshabasi Road, Kolkata – 700 028, Holding No. 185 and 186, Police Station – Dum Dum, within the limits of South Dum Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the schedule thereunder written.

AND WHEREAS Sri Sunil Kumar Majhi, the Vendor No. 10 herein, is thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area 01 Cottah 08 Chittaks comprised in C.S. Dag No. 1149, R.S. Dag No. 3603, under Khatian No. 562, at Mouza – Satgachi, Premises No. 20, Gorakshabasi Road, Kolkata – 700 028, Holding No. 185 and 186, Police Station – Dum Dum, within the limits of South Dum Dum Municipality, in the District of 24-Parganas (North).

AND WHEREAS the said Sri Sunil Kumar Majhi, the Vendor No. 10 herein, has entered into a Development Agreement on 06.2012 with Aatreyee Nirman Pvt. Ltd; the Developer herein, to construct a multi-storied building as per Sanction Plan of South Dum Dum Municipality, on the terms and conditions set forth therein.

AND WHEREAS Ajit Kumar Das was well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area 06 Cottahs 04 Chittaks more or less comprised in C.S. Dag No. 1149, R.S. Dag No. 3602, under C.S. and R.S. Khatian No. 562, at Mouza – Satgachi, Police Station – Dum Dum, Holding No. 20, Gorakshabasi Road, within the limits of South Dum Dum Municipality, J.L. No. 20, R.S. No. 154, Touzi No. 182, in the District of 24-Parganas (North).

AND WHEREAS Ajit Kumar Das died intestate leaving behind him his five sons viz; Nishit Kumar Das, Nikhil Kumar Das, Nabin Kumar Das, Nitish Kumar Das and Tapan Kumar Das only wife Pramila Das and four daughters viz; Tripti Das, Prity, Dipti Das and Sriti Bodok, became the owners of the land by virtue of succession from their parents and sister.

AND WHEREAS after the death of Pramila Das and Tripti Das (unmarried) the aforesaid Nishit Kumar Das, Nikhil Kumar Das, Nabin Kumar Das, Nitish Kumar Das, Tapan Kumar Das, Priti Das, Dipti Das and Sriti Bodok, become the owners of the aforesaid land by virtue of succession from their parents and sister.

AND WHEREAS by a Deed of Conveyance dated 23.06.1999, registered at the office of the Addl. District Sub-Registrar Cossipore Dum Dum, copied in Book No. I, Volume No. 73, Pages 357 to 364, Being No. 2989 for the year 2000, Sri Nishit Kumar Das, Sri Nikhil Kumar Das, Sri Nabin Das, Sri Nitish Kumar Das, Sri Tapan Kumar Das, Smt. Priti Das, Smt. Dipti Das, Smt. Smriti Bodok, sold, transferred and conveyed to Sri Manik Banerjee and Sri Gopal Banerjee ALL THAT piece and parcel of land measuring an area 01 Cottah 01 Chittak more or less with right of 4' feet wide private passage comprised in C.S. Dag No. 1149 corresponding to R.S. Dag No. 3602, under C.S. and R.S. Khatian No. 562, at Mouza – Satgachi, Police Station – Dum Dum, Holding No. 20 then 31 thereafter 185, Gorakshabasi Road, within the limits of South Dum Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the schedule thereunder written.

AND WHEREAS by a Deed of Conveyance dated 23.06.1999 registered at the office of the Addl. District Sub-Registrar Cossipore Dum Dum, and recorded in Book No. I, Volume No. 73, Pages 365 to 370, Being No. 2990 for the year 2000 Sri Nisith Kumar Das, Sri Nikhil Kumar Das, Sri Nabin Das, Sri Nitish Kumar Das, Sri Tapan Kumar Das, Smt. Priti Das, Smt. Dipti Das, Smt. Smriti Bodok, sold, transferred and conveyed to Smt. Suparna Saha, ALL THAT piece or parcel of land measuring an area 01 Cottah 15 Chittaks more or less with right of 4'feet wide private passage comprised in C.S. Dag No. 1149 corresponding to R.S. Dag No. 3602 under C.S. & R.S. Khatian No. 562, at Mouza



– Satgachi, Police Station – Dum Dum, Holding No. 20 then 31 thereafter 185, Gorakshabasi Road, within the limits of South Dum Dum Municipality, in the District of 24-Parganas (North) morefully and particularly described in the schedule thereunder written.

AND WHEREAS by a Deed of Conveyance dated 23.06.1999, registered of the office of the Addl. District Sub-Registrar Cossipore Dum Dum copied in Book No. I, Volume No. 46, Pages 137 to 144, Being No. 1903 for the year 2001 Sri Nishit Kumar Das, Sri Nikhil Kumar Das, Sri Nabin Das, Sri Nitish Kumar Das, Sri Tapan Kumar Das, Smt. Priti Das. Smt. Dipti Das, Smt. Smriti Bodok, sold, transferred and conveyed to Miss. Kajal Ghosh ALL THAT piece and parcel of land measuring an area 03 Cottahs more or less with right of 4' feet wide private passage comprised in C.S. Dag No. 1149 corresponding at R.S. Dag No. 3602 under C.S. & R.S. Khatian No. 562, at Mouza – Satgachi, Police Station – Dum Dum, Holding No. 20 then 31 thereafter 185, Gorakshabasi Road, within the limits of South Dum Dum Municipality, in the District of 24-Parganas morefully and particularly described in the Schedule thereunder written.

AND WHEREAS after the said purchase Sri Manik Banerjee, Sri Gopal Banerjee, Smt. Suparna Saha, Miss. Kajal Ghosh, duly mutated their names in the records of South Dum Dum Municipality being Holding No. 444 (stands in the name of Sri Manik Banerjee, Sri Gopal Banerjee), 442 (stands in the name of Smt. Suparna Saha) and 443 (stands in the name of Miss. Kajal Ghosh), Gorakshabasi Road.

AND WHEREAS Sri Manik Banerjee, Sri Gopal Banerjee, Smt. Suparna Saha, Miss. Kajal Ghosh, the Vendor Nos. 11 to 14 herein, are thus well seized and possessed of or otherwise well 31 thereafter 185 now 444, 442 and 443, Gorakshabasi Road, within the limits of South Dum Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the schedule thereunder written.

AND WHEREAS the said Sri Manik Banerjee, Sri Gopal Banerjee, Smt. Suparna Saha, Miss. Kajal Ghosh, the Vendor Nos. 11 to 14 herein, have entered into a Development Agreement on 16.12.2009 with Aatreyee Nirman Pvt. Ltd; the Developer herein, to construct a multi-storied building as per Sanction Plan of South Dum Dum Municipality, on the terms and conditions set forth therein.

AND WHEREAS in terms of the aforesaid four Development Agreement dated 28.06.2012; 28.06.2012; 01.06.2012, 16.12.2009 and the Developer has started construction of a multi-storied

building at Holding No. 185 and 186 and 197 and 31 then 185 thereafter 444, 442 and 443 now 247 (after amalgamation), Gorakshabasi Road, Municipal Premises No. 20, Gorakshabasi Road, Kolkata – 700 028, within the limit of South Dum Dum Municipality, as per sanction plan of the said Municipality in the District of 24-Parganas (North).

ANDWHEREAS said Dipti Das died intestate on 10.07.2014 leaving behind her one daughter namely Moupiyasi Shaw and one son Debashis Das as his legal heir and successor.

ANDWHEREAS said Nikhil Das died intestate on 30.12.2015 leaving behind him his daughter Mina Das, and Son Nirmalya Das as his legal heir and successor.

ANDWHEREAS In view of death of Dipti Das and Nikhil Das the ownership of the property described in First shedule devolved upon the present owners with an intends to avoid any future dispute the land owners and the Developer entered into a fresh Development Agreement dated 28.08.2017 registered with the office of Additional registrar of Assurance -IV, Kolkata, and recorded in Boook No. I, Volume no. 1904-2017, Pages 329204-329269 and Being no. 190408932 for the year 2017.

AND WHEREAS by virtue of aforesaid Agreement the Developer has full and absolute power of entering into negotiation of the said constructed flat or flats in the multi-storied building to be constructed in the schedule land mentioned in scheduled property, including the proportionate share of land except the owner's allocation.

AND WHEREAS the Developer has decided to sale the flats of the building as well as proportionate shares of the land to the Purchaser.

AND WHEREAS Developer framed the terms and conditions for allotments for sale of the flats as well as the space for common use including the facilities of self operated lift or lifts in the building.

AND WHEREAS the Developer invited offers from intending Purchasers of the flats along with the proportionate share of land of the First schedule property.

AND WHEREAS the Purchaser has approached the Developer for purchasing the flats of the building along with proportionate share of land of the First Schedule property in the Premises No. 20, Gorakshabasi Road, Kolkata – 700 028

AND WHEREAS the Vendors and Developer have agreed to sell and the Purchaser has agreed to purchase the **Flat No. 7**, on the **2<sup>nd</sup> Floor**, measuring a super built up area **1358 Sq.ft more or less alongwith One Car Parking Space** on the **Ground Floor** having Super built Up area of **120 sq.ft. more or less** with undivided proportionate share or interest of land and common areas and facilities free from all encumbrance, charges, liens, lispendences, attachments, acquisitions and requisitions and all other liabilities whatsoever at or the price of **Rs. 49,81,400/- (Rupees Forty Nine Lacs Eighty One Thousand Four Hundred Only )** more fully and particularly described in the Second schedule hereunder written.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO ON THE FOLLOWING TERMS AND CONDITIONS: -**

1. The Vendors and Developer have agreed to sell and the Purchaser has agreed to purchase the **Flat No. 7**, on the **2<sup>nd</sup> Floor**, measuring a super built up area **1358 Sq.ft more or less alongwith One Car Parking Space** on the **Ground Floor** having Super built Up area of **120 sq.ft. more or less** with undivided proportionate share or interest of land and common areas and facilities free from all encumbrance, charges, liens, lispendences, attachments, acquisitions and requisitions and all other liabilities whatsoever at or the price of **Rs. 49,81,400/- (Rupees Forty Nine Lacs Eighty One Thousand Four Hundred Only )** and the Purchaser will pay the said consideration in the manner as follows within 15 days from the date of intimation to the Purchaser.

**Rs. 9,96,280/- (20% ) at the time of execution of agreement.**

**b) 15% on completion of piling.**

**c) 10% on completion of Foundation.**

**d) 5% on completion of each floor roof casting.**

**e) 10% on completion of Flooring.**

**f) 10% on installation process of Lift.**

**g) Balance at the time of procession or registration whichever is earlier.**

**The Purchasers will be bound to pay the SERVICE TAX and VAT if applicable to the authority in respect of their flat/shop/Garage/Parking Space.**

**After completion of the building if it is found that the area becomes more, the purchaser will pay the extra consideration for the said area. On the contrary the area become less, the developer will refund the consideration money for the less area to the purchaser.**

**If the Purchasers fail to pay the amount within due dates in such case the Purchasers shall pay interest @18% p.a. to the Vendor/Developer on the unpaid amount within 90 days from the due date.**

**In the event of the title being found good and marketable and if the Purchasers fails to fulfill his obligations under this agreement, the Vendors and the developer shall have liberty to cancel this agreement and forfeit 10% of the agreed consideration as pre-determined and agreed liquidated damages for cancellation of the memorandum/allotment and the remaining sum received by the vendor/Developer from the Purchasers shall be refunded to the Purchasers without any interest within a period of three months of termination.**

3. Simultaneously with the execution of this agreement the Vendors shall deliver to the purchaser or his advocate against proper receipt copies of all title deeds and other papers relating to the said premises and shall further agree to answer all requisition of title to be made by the purchasers Advocate.

4. The construction of the said flat shall be completed by the developer within **6 months** with an additional grace period of **3 months** from the date hereof depending on available materials and the developer will deliver possession to the purchaser by the said stipulated date.

5. The purchaser shall cause a proper search of the said land after the execution of this instrument and if a good marketable title has been to be made out and the said land is found to be free from all encumbrances and attachments and other claims and is not affected by any notice or scheme or acquisitions or requisitions, the Vendors and developer on full payment of the purchase money shall register the Deed of Conveyance in respect of the flat with undivided proportionate share in the said land in favour of the purchaser or his/her/their nominee or nominees as may be specified, in which case the Vendors shall cause joinder or such other person/s specified as nominees, if necessary, to pass and convey absolute title of the said land unto the purchaser.

6. The question of any defect or deficiency of title of the Vendors over the said flat/land does not arise, but nevertheless in the event of any defect or deficiency in title, if at all, being found, the Vendors herein shall forthwith take all necessary steps to cure and/or rectify such defect at their own cost.

7. The Vendors are hereby legally bound to transfer the undivided proportionate share/interest in the said land and the Developer is legally bound to transfer the flat completely and absolutely to the purchaser on fulfillment of all obligations and the failure on the part of the Vendors and Developer to fulfill their part of the obligations to the purchaser will be at liberty to enforce specific performance of agreement by instituting legal proceedings or at his option may sue for recovery of purchase price with interest and cost from the date of cancellation.

8. The costs for registration, searching and legal expenses stamp duties and other incidental charges shall be borne by the purchaser herein.

9. The purchaser shall not under any circumstances, make construction or alteration or be permitted to make construction or alterations on the verandah/balconies/elevation and shall also not be allowed to interfere with and alter the exterior decorations and external colour of the premises. Further no internal wall or structures shall be permitted to be interfered with by any constructions and alterations thereon by the purchaser or his representatives after the possession of the flat is taken by the purchaser/purchasers.

10. So long as each flat of the building shall not be separately assessed, the purchaser shall pay the proportionate share of such taxes etc.

11. The purchaser shall not use flat in such manner, which may or is likely to cause nuisance or annoyance to the occupation of others, nor shall use the same for any illegal or immoral purpose.

12. The purchaser shall not throw or accumulate any dirt, rubbish, rages or other refuses. They shall have to accumulate the refuses in special receptacles for the common use of the flat owners.

13. The cost of maintenance, replacing, repairing, whitewashing, painting and decorating the main structure of the said building the exterior thereof and in particular the common portions of the roof, terraces, landing and structure of the building rain water pipes water tanks, motor pumps, tube well, gas pipes and electrical wire, sewerage drain and equipments in under or upon the building enjoyed or used in common by the purchaser and occupiers of the building shall be borne jointly by them.

14. The cost of cleaning, lighting and maintenance of staircase and other parts of the building as enjoyed in common by the purchaser/purchasers and occupiers thereof will be jointly borne by them proportionately.

15. The salaries of durwans, if any, electricians, sweepers etc. shall be borne proportionately by the purchaser and occupiers of the building.

16. The cost of repairs, replacements and maintenance of lights and other plumbing work including all other service charges of services rendered in common to all other occupiers, shall also be borne by the purchaser and the occupier or occupiers proportionately.

17. Save and except particulars residential **Flat No. 7**, on the **2<sup>nd</sup>** Floor, measuring a super built up area **1358 sq. ft. more or less alongwith One Car Parking Space** on the **Ground Floor** having Super built Up area of **120 sq.ft. more or less** of the said building hereby agreed to be constructed by the Developer, the purchaser shall have right of use with other flat owners in respect of all open spaces, lobbies staircase, terraces, roof of the premises to be constructed.

18. So long as each flat of the building shall not be separately assessed for the taxes, the purchaser shall pay to the developer a proportionate share of the Municipal taxes and other taxes and such proportionate tax shall made by the developer on the basis of the area acquired by the purchaser and the same shall be conclusive final and binding.

19. The purchaser and other owners/occupiers of the said building shall form society, association or company or maintain the said building and common areas of the said building and shall abide by all laws, bye laws, rules, and regulations of such society or Association.

20. The purchaser shall not keep or store in the flat any inflammable, combustible or any offensive articles, which shall be or constitute any nuisance or annoyance to the occupiers of the other flat/shops of the said building.

21. The developer shall provide water lines for supply of water; electrical lines and points etc. and cost of electrical power to the said flat shall be borne by the purchaser. The purchaser will install the electric meter at his own cost. The developer will render assistance for the same.

22. The Vendors, developer and the purchaser hereby agree and undertake from time to time and at all time to sign and execute application for registration of the documents necessary and shall duly fill in, sign and return within one week by the developer to the purchaser. The purchaser shall not let, sell, transfer, convey, mortgage charges of the said flat nor shall assign under let or part with the possession interest under of the benefits of this agreement or any part thereof till all dues of whatsoever nature owing by the purchaser to the developer are fully paid.

23. The Purchaser has satisfied himself/herself that he/she has already inspected the sanctioned plan in connection with the Holding No. 185 and 186 and 197 and 31 then 185 thereafter 444, 442 and 443 now 247 (after amalgamation), Gorakshabasi Road, Municipal Premises No. 20, Gorakshabasi Road, Kolkata – 700 028, and approved the said plan/design/specification.

24. Until individual meter is installed, the purchaser/s will pay the unit consumed by him at an average rate which will be reflected in the sub meter.

25. That in case of any additional work will be done by the purchaser at his/her/their flat, the developer will complete the said work and the purchaser will bear the additional cost.

26. All draft for registration will be made by the developer's Advocate Mr. Anil Kumar Chowdhury and the purchaser will bear the cost of stamp duty, registration fee and incidental charges.

27. The developer shall obtain the Completion Certificate from the South Dum Dum Municipality at its own cost before registration of the Deed of Conveyance.

28. The said building shall always be known as “**UJJWAINEE**” and the name of the association to be formed in the same name.

29. The Parking Spaces to be allotted to the Purchaser by the Vendor have not been identified and earmarked as yet. Earmarking of the Parking Spaces allotted to each Intending Purchaser shall be done by the Vendor before handing over possession of the said Flat Unit. It is expressly made clear that the decision of the Vendor in this regard shall be final and binding on the Intending Purchasers.

30. The Built Up Area of the said Flat is tentative and is subject to final determination on completion and finishing of the said Flat. The Purchaser confirms, accepts and assures that the decision of a surveyor or surveyors that the Vendor may appoint from time to time (Surveyor) regarding the Built-up Area of the said Flat shall be final and binding on the Purchaser and the Purchaser shall not be entitled to question and challenge the same at any time or under any circumstances. In case of variation in built up area, the super built up area shall also correspondingly stand modified.

The Purchaser agrees undertakes and covenants not to question at any time whatsoever on any basis or account whatsoever the computation of the super built-up area of the Flat mentioned in the Second Schedule hereinbefore and not to claim or demand details or calculations under any circumstances whatsoever.

31. The Vendor shall be entitled to make such changes, modifications, additions, alterations and/or variations regarding the construction and the specifications of the Building, the Common Portions and/or the said Flat as may be deemed necessary by the Vendor and/or as may be required by any authority including the Corporation in consultation with the Architects and the same shall be within permissible and/or prevailing norms Knowledge or consent of the Purchaser shall not be required for the same. The Purchaser agrees and covenants not to raise any claim or objection in this regard at any time.

The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.

The Vendor shall be entitled to all future vertical exploitation of the Building and/or the Premises by way of additional/further construction in the Premises by raising of any additional



floor/storey/construction over the roofs of the Building and shall at their absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Common Portions and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and for such purpose the Vendor are entitled to shift any part of the Common Portions (including common installations) to the ultimate roofs and also to make available the Common Portions and all utility connections and facilities in respect of the additional/further constructions. The Purchaser shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any the above and/or in respect of any temporary inconvenience that may be suffered by the Purchaser because of the same. It is clarified that in case of additional construction on the roofs, the Common Roof Area shall be shifted to the same position on the ultimate roofs along with the lift machine room and the water tank and shall have equivalent area.

32. The Completion Time shall stand extended in case of Force Majeure. The said Flat shall be deemed to be ready for delivery of possession upon the same being completed internally and reasonable ingress to and egress from the said Flat being provided along with temporary or permanent water, drainage, sewerage, electricity and lift facilities/connections. A Certificate from the Architect(s) regarding this shall be final and binding. After 30 days from such notice of completion given by the Architect(s), the said Flat shall be deemed to be ready for possession. The Vendor shall thereafter issue a 15 days' Notice to the Purchaser calling upon the Purchaser to take possession of the said Flat upon making payment of all dues and complying with all other outstanding obligations of the Purchaser at the relevant time. It shall not be obligatory for the Vendor to complete the Common Portions in all respects before giving the above Notice.

FORCE MAJEURE shall include natural calamities, Acts of God, floods, earthquakes , riots, wars, storms, cyclones, tempests, fire, civil commotion, civil wars, air raids, general strikes, lockouts, transport strikes, strikes/shortage or unavailability of construction materials, acquisitions, requisitions, notices or prohibitory orders from Corporation or any other statutory body or any Court, government action or regulations, new and/or changes in municipal or other rules, laws or policies affecting or likely to affect the Project, and/or any reasons/circumstances beyond the control of the Vendor.

The Purchaser shall be entitled to receive possession of the said Flat only upon prior payment of all his dues including the Agreed Consideration, the Additional Payments and the Deposits and also upon due compliance with and/or performance of all the covenants, undertakings and obligations

required to be complied with and/or performed on the part of the Purchaser in pursuance of this Memorandum or otherwise required by law. The obligation to make over possession of the said Flat shall arise only thereafter. In this regard it is clearly understood and agreed by the Purchaser that all the above conditions will be conditions precedent to the Purchaser taking possession of the said Flat Unit. In the event of the Purchaser not making full payment and/or not complying with any of his obligations and/or not taking possession of the said Flat within a period of 15 days from the date of issue of the Notice under Clause 6.1 hereinbefore, the Purchaser shall be deemed to have committed default entitling the Vendor to the Rights on Purchaser's Default.

33. The Purchaser or the assignee, nominee, etc. pays to the Vendor transfer charges equivalent to Rs. 500/- per square feet of Super Built Up Area of the said Flat Unit (hereinafter referred to as "the Transfer Charges").

Prior consent in writing is obtained from the Vendor regarding the proposed Alienation

34. The right of the Purchaser regarding the Undivided Share shall be variable depending on further / additional vertical or other constructions, if any, made by the Vendor from time to time and the Purchaser hereby consents to the same. Any such variation shall not affect the Agreed Consideration and no claim can be raised regarding the same by the Purchaser.

Vendor shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Building and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon-signs, lighted displays etc. without being required to pay any charges for the same and neither the Unit Owners nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever. For this purpose the Vendor the Vendor shall however make payment of the electricity consumed regarding the above on actuals.

35. The transaction contemplated herein is a single transaction of sale and purchase of the said Flat Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Vendor or any of them being liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax or any other statutory tax or duty or levy in respect of this Memorandum or the

transfer of the said Flat contemplated hereby, the Purchaser shall be liable and agrees to make payment of the same at or before taking possession of the said Flat Unit.

If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including service tax) under any statute or regulation on the Premises/the said Building and/or the said Flat Unit or on the construction or transfer of the said Flat Unit or any portion thereof (whether payable to the concerned authority by the Vendor or the Purchaser) the same shall be borne and paid by the Purchaser wholly in respect of the said Flat Unit and proportionately in respect of the Premises/the said Building/Common Portions, without raising any objection thereto. The Vendor shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such payment within 7 (seven) days of demand being made by the Vendor and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the Vendor shall be entitled to recover the same from the Purchaser.

36. The Purchaser shall have the liberty to occasionally visit the Premises during the course of construction to see the progress of work only upon prior appointment with the Vendor.

37. The Vendor have taken and/or shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project. For obtaining such loans and/or financial assistance from Banks/Financial Institutions/Housing Finance Companies or corporate bodies, the Vendor shall be entitled to create a charge and/or mortgage in respect of the Premises in favour of the Banks/Financial Institutions/Housing Finance Companies or corporate bodies granting such loans. However, on or before the execution of the Deed of Conveyance in respect of the said Flat Unit, a release/no objection/ clearance shall be obtained by the Vendor from the concerned Banks/Financial Institutions/Housing Finance Companies or corporate bodies regarding transfer of the said Flat Unit.

38. In case of any dispute or difference amongst or between any of the parties hereto arising out of and/or relating to and/or connected with the said Flat Unit and/or this Memorandum or any term or condition herein contained and/or relating to interpretation thereof, any party shall be entitled to refer the same to the arbitration of a sole Arbitrator to be appointed by **AATREYEE NIRMAN PVT.LTD** Any fresh or new appointment of an Arbitrator that may be necessary shall also be made by **AATRYEE NIRMAN PVT.LTD**. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have

agreed that the sole Arbitrator shall have summary powers and may make interim orders and Awards and/or non-speaking Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

### FIRST SCHEDULE OF THE PROPERTY

ALL THAT piece or parcel of land measuring an area 21 Cottahs 01 Chittak 14 Sq.ft; comprised in C.S. Dag No. 1149, R.S. Dag No. 3602, 3603 under C.S. and R.S. Khatian No. 562, at Mouza – Satgachi, Police Station – Dum Dum, Holding No. 185 and 186 and 197 and 31 then 185 thereafter 444, 442 and 443 now 247 (after amalgamation), Gorakshabasi Road, Municipal Premises No. 20, Gorakshabasi Road, Kolkata – 700 028, within the limits of South Dum Dum Municipality, Addl. District Sub-Registration office Cossipore Dum Dum and according to the settlement records of rights finally published the plot is comprised at Parganas - Kalikata, J.L. No. 20, R.S. No. 154, Touzi No. 182, in the district of 24-Paraganas (North).

#### The property is butted and bounded as follows: -

ON THE NORTH	: CANAL.
ON THE SOUTH	: Gorakshabasi Road.
ON THE EAST	: House of Banamali Mondal.
ON THE WEST	: Common Passage.

### SECOND SCHEDULE OF THE PROPERTY

ALL THAT **Flat No. 7**, on the **3<sup>rd</sup>** Floor, measuring a super built up area **1358 Sq.ft;** **more or less** **alongwith** One **Car Parking Space** on the **Ground Floor** having Super built Up area of **120 sq.ft. more or less** and consisting of **Three** Bed room, **One** living-cum-dining space, **One** kitchen, **Two** Toilet, **One** Deck, with undivided proportionate share of land and common areas and facilities connected herewith in the First Schedule hereto.

IN WITNESSETH WHEREOF, the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata in presence of: -

1.

2.

\_\_\_\_\_  
SIGNATURE OF THE VENDORS

\_\_\_\_\_  
SIGNATURE OF THE DEVELOPER

\_\_\_\_\_  
SIGNATURE OF THE PURCHASER

**MEMO OF CONSIDERATION**

- |   |                 |
|---|-----------------|
| 1) Paid by Bank Transfer dated 14.09.2017 | Rs. 50,000.00   |
| 2) Paid by ..... dated .....2017          | Rs. 9,46,280.00 |
| 3)  |                 |

Total : Rs. 9,96,280.00

**(Rupees Nine Lacs Ninty Six Thousand Two Hundred Eighty ) only.**

WITNESS :-

1.

2.

\_\_\_\_\_  
SIGNATURE OF THE DEVELOPER

**Drafted by:**

## **SPECIFICATION**

**STRUCTURE** :

(a) Piling, R.C.C. Column footing, columns, tie beam, roof & beam, lintel, chajja, etc. as per design, one loft per flat will be provided.

• **WALLS** :

- **INTERNAL** : POP finish with one coat primer.
- **EXTERNAL** : Wall Putty with Weather coat paint with water proofing compound.

• **FLOORING** :

Vitrified Tiles

• **ELECTRICALS** :

- Concealed ISI copper wiring with modular switches.
- Adequate light and power points.

• **KITCHEN** :

- Cooking platform of Granite.
- Stainless Steel Sink.
- Glazed tiles upto a height of 36" above the cooking platform.
- Antiskid Floor Tiles

• **TOILETS** :

- Concealed pipeline in both toilets. (**Hot and cold water lines in Common Toilet only** )
- Glazed tiles upto a Door Height.
- CP bath fittings, sanitary fittings, PVC cisterns of reputed make with ISI mark.
- Antiskid Floor Tiles

• **DOORS** :

- Sal wood frame with flush door.
- Main door Decorative Laminated Door.

• **WINDOWS** :

Aluminium Sliding Window with Clear / Colour glass panels.

• **LIFT** :

Five passenger lift of reputed branded with ISI mark.

• **WATER SUPPLY** :

Overhead tank for sufficient storage and supply.

• **ROOF** :

Common roof with treatment.



## **FACILITIES & AMENITIES**

- A.C. Community Hall.
- A.C. Gym.
- Decorated Water Body.
- Video Door Phone Security System.
- Water Treatment Plant.
- Generator.