

Salil Sinha Roy

LL.B.
NOTARY PUBLIC
REGD. NO.—9 OF 94
HOWRAH WEST BENGAL

Place :—
BHATTANAGAR
Liluah, Howrah
&
HOWRAH COURT

Ref. No. H-663/2017

Date. 11 AUG 2017

Notarial Certificate

PURSUANT TO SEC. 8 OF THE NOTARIES ACT. (53/1952) &
SUBORDINATE LEGISLATION THERE UNDER GOVT OF INDIA
MINISTRY OF LAW AND JUSTICE

TO ALL TO WHOM THESE PRESENTS shall come 'I, SALIL SINHA ROY, duly appointed by the Governor of W. Bengal to practice as NOTARY PUBLIC do hereby verify authenticate, certify, attest as under the execution of the instrument annexed, here unto collectively marked "A" on its being executed and admitted and identified by the respective signatories as to the matters contained therein present before me by the *executant (s) / His / Her / Their Ld Lawyer and / or His / Her / their representative (s) Sri / Smt. J. Chakraborty and others.

Accordingly, this is to certify, authenticate and attest that the annexed instrument "A" is the affidavit / Partnership deed / Dissolution of Partnership deed / power of attorney / Revocation of power agreement / cancellation of agreement / Will / declaration / bond / xerox copy / sponsorship / executed on 11-08-2017 by Sri/Smt Bharati Das & others. Prima facie the annexed instrument "A" appears to be in the usual procedure to serve and avail as need for occasions shall or may require for the same and it contains I to 18 pages.

IN FAITH AND TESTIMONY WHERE OF being required for a NOTARY I, the said notary do hereby subscribe my hand and affix my seal of office at HOWRAH on this the 11th day of August in the year 2017

*Signature (s) L. T. I. (s)

S. SINHA ROY
NOTARY PUBLIC
SALIL SINHA ROY
NOTARY, HOWRAH
REGD. NO. 9/94
GOVT. OF W.B.

NOTARIAL STAMP



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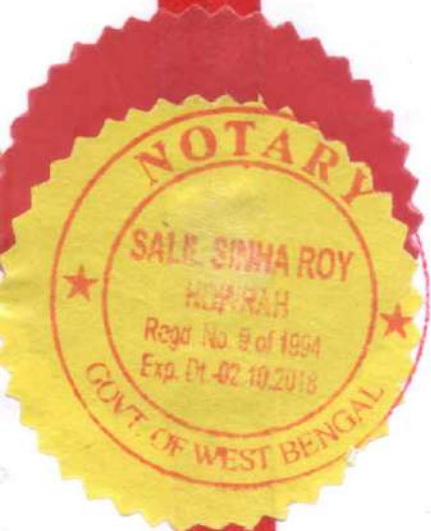
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NOTARY PUBLIC

SALIL SINHA ROY
NOTARY, HOWRAH
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NOTARIAL STAMP
Affixed / Not affixed



भारतीय गैर न्यायिक

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रुपये
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TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

70AA 102826



H663/17



AGREEMENT OF SALE

THIS MEMORANDUM OF AGREEMENT FOR SALE made on 11th day of AUG 2017 A.D.

IN BETWEEN

11 AUG 2017

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କ୍ରେତା - ଶ୍ରୀ / ଶ୍ରୀମତୀ ସୁକମଳ କୁମାରୀ

ଠିକଣା _____ ମୂଲ୍ୟ ୫ ଟଙ୍କା ପର୍ଯ୍ୟନ୍ତ

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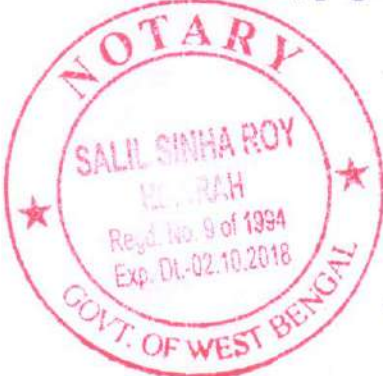
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SHRI SOMNATH BASU, son of Swadesh Ranjan Basu, (**PAN- BGXPB3901R**) by Religion Hindu, Indian National, by occupation Business, residing at Village & P.O. Jhorehat, Police Station Sankrail, Dist. Howrah, PIN- 711302 hereinafter called the "**LAND OWNER/VENDOR**" (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, successors in interest and/or assigns) of the **FIRST PARTY**.

THE FIRST PARTY/VENDOR herein being represented by his constituted Attorney **SHRI SUSHIL KUMAR SHARMA** son of Late OMPROKASH SHARMA, (**PAN -BCLPS2701N**), by Religion Hindu, Indian National, by occupation Business, resident of 65, Seikhpara Lane, P.O. Botanical Garden, P.S. Shibpur, Howrah-711103 being sole proprietor of **MAA BATAI CONSTRUCTION** by virtue of Development **Power of Attorney** registered before District Sub Registrar Howrah, West Bengal, recorded in Book No. I, Volume No. 0501- 2016, pages from 88167 to 88183 being No. 0501-03450 for the year 2016



AND

MAA BATAI CONSTRUCTION a Proprietorship firm being represented by its sole Proprietor **SHRI SUSHIL KUMAR SHARMA** son of Late OMPROKASH SHARMA, (**PAN - BCLPS2701N**), by Religion Hindu, Indian National, by occupation Business, resident of 65, Seikhpara Lane, P.O. Botanical Garden, P.S. Shibpur, Howrah-711103 hereinafter called and referred to collectively as the "**DEVELOPER/BUILDER/CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the context hereof be deemed to include its legal heirs, successors, nominee or nominees in office) of the **SECOND PARTY**.

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AND

- 1) **SMT BHARATI DAS W/O SHRI ASIS DAS. (PAN-BAHPD0922Q);**
 2) **SHRI ASIS DAS. S/O Late KHIREN KUMAR DAS, ((PAN- AZZPD7431J);** by Religion Hindu, by occupation Service, resident of UTTARAYAN APARTMENT (2ND FLOOR). PANCHABATI, NATAGARH MAIN ROAD, P.O. NATAGARH, Police Station GHOLA, SODEPUR, District -KOLKATA, PIN- 700113, hereinafter called and referred as **THE PURCHASER(S)/ BUYER(S)** (which term or expression shall unless excluded by inconsistent with or repugnant to the subject or context be deemed to mean and include his/her/their legal heirs, executors, administrators, legal representatives and assigns) **OF THE OTHER PART.**

WHEREAS the Owner/First Party is lawfully seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of the property more fully described in the **'First' schedule** below free from all encumbrances, attachments, liens and lispence whatsoever;

AND WHEREAS ALL THAT land comprised in R.S. Dag No. 155 corresponding to L.R. Dag No. 169, appertaining to Khatian No. 162, J.L. No. 30, within Mouza Jhorehat, Police Station Sankrail, District Howrah with other properties originally belonged to **NIKHIL RANJAN GHOSH & others**, who jointly inherited the said properties from their predecessor by way of inheritance;

AND WHEREAS said Nikhil Ranjan Ghosh had acquired and exclusively allotted the a demarcated land comprised in R.S. Dag No. 155 corresponding to L.R. Dag No. 169,

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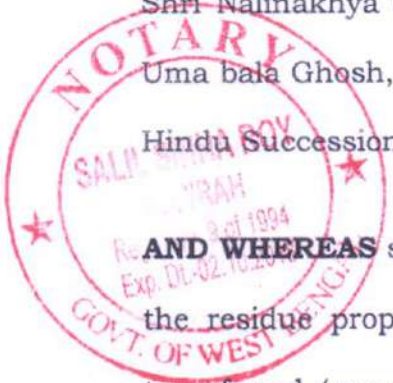


appertaining to Khatian No. 162, J.L. No. 30, within Mouza Jhorehat, Police Station Sankrail, District Howrah by virtue of a Registered Deed of Partition amongst his other co-sharers Registered in the year 1954;

AND WHEREAS after having obtained the said demarcated land **Nikhil Ranjan Ghosh** used to pay ground rent, taxes, pertaining to said property and while was in possession thereof he sold, conveyed and transferred (according to Section 54 of Transfer of Property Act 1882) demarcated land measuring about **02 Cottahs, 09 Chhitaks, 42 Sq.Ft.** comprised in R.S. Dag No. **155** corresponding to L.R. Dag No. **169**, appertaining to Khatian No. 162, J.L. No. 30, within Mouza Jhorehat, Police Station Sankrail, District Howrah to **SMT. KANA BASU** wife of Swadesh Ranjan Basu by virtue of a Registered Deed of Sale dated 27.04.1970 , registered with Dist. Sub Register Howrah recorded in Book No. -I, Volume No. 14, pages from 289 To 292, **being No. 1279 for the year 1970;**

AND WHEREAS above said Nikhil Ranjan Ghosh died intestate leaving behind him (1) Shri Nalinakhya Ghosh, (2) Sri Nalini Ranjan Ghosh, (3) Shri Amitabha Ghosh, (4) Smt. Uma bala Ghosh, (5) Smt. Bimala Bhowmick as his legal heirs and successors according to Hindu Succession Act 1956;

AND WHEREAS said legatees of Late Nikhil Ranjan Ghosh while were in joint possession of the residue properties left by their predecessor father, they jointly sold, conveyed and transferred (according to Section 54 of Transfer of Property Act 1882) demarcated land measuring about **02 Cottahs, 10 Chhitaks, 31 Sq.Ft.** comprised in **R.S. Dag No. 155** corresponding to **L.R. Dag No. 169**, appertaining to Khatian No. 162, J.L. No. 30, within Mouza Jhorehat, Police Station Sankrail, District Howrah to **SHRI SWADESH RANJAN BASU** son of Late Girindra Nath Basu and **SMT. KANA BASU** wife of Swadesh Ranjan Basu by virtue of a Registered Deed of Sale dated 9th October 1974 , registered with Dist. Sub



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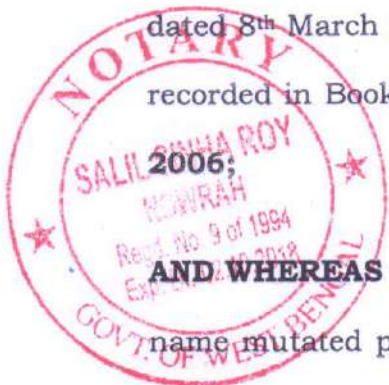
Register Howrah recorded in Book No.-I Volume No. **72**, pages from 290 To 296, **being No. 4389 for the year 1974;**

AND WHEREAS in the above manner said SHRI SWADESH RANJAN BASU and SMT. KANA BASU being the Owners of the above mentioned properties got their names mutated in the Revenue Record pertaining to their shares in L.R. Dag No. 169 of Mouza Jhorehat, P.S. Sankrail, Dist. Howrah under L.R. Khatian No. 358/1 and constructed a Residential building on the some part of the said total land;

AND WHEREAS SHRI SWADESH RANJAN BASU son of Late Girindra Nath Basu and SMT. KANA BASU wife of Swadesh Ranjan Basu while were in joint possession and enjoyment over the above said total lands together with partly constructed building thereon, they jointly conveyed, granted and transferred (according to Section 122 of Transfer of Property Act 1882) land measuring about **05 (Five) Cottahs, 04 (four) Chhitaks, 28 (twenty eight) Sq. Ft.** together with partly constructed building thereon comprised in R.S. Dag No. 155 corresponding to L.R. Dag No. 169, appertaining to Khatian No. 162, L.R. Khatian No. 358/1, J.L. No. 30, within Mouza Jhorehat, Police Station Sankrail, District Howrah to their beloved son **SHRI SOMNATH BASU** by virtue of a Registered Deed of Gift dated 8th March 2004 registered with Additional Dist. Sub Register Ranihati, Dist. Howrah recorded in Book No.-I Volume No. 18, pages from 53 To 59, **being No. 863 for the year 2006;**

AND WHEREAS in acceptance of the said gift, said Donee/First Party/Owner herein got his name mutated pertaining to his share (09 Decimals) comprised in R.S. Dag No. 155 corresponding to L.R. Dag No. 169, within Mouza Jhorehat, Police Station Sankrail, District Howrah UNDER **L.R. KHATIAN NO. 4426** and has been paying all statutory out goings and impositions in respect of the said property;

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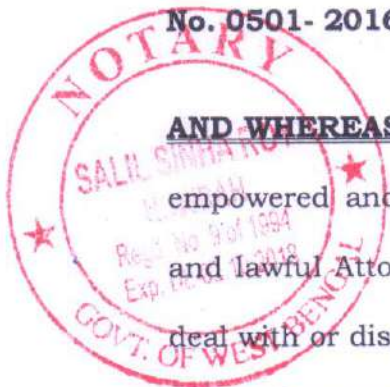




AND WHEREAS by the aforesaid acceptance of Gift and by virtue of aforesaid Deed of Gift THE LAND OWNER/FIRST PARTY became the absolute owner and now is in absolute, peaceful possession by mutating his name in the Revenue Record as well as local Gram Panchayat & has been paying all statutory outgoings in his name ;

AND WHEREAS the **SECOND PARTY** is the Developer-cum-Promoter and has been carrying on the business of construction of ownership Flats and Housing and commercial complex in different places and considering the good will and credibility of the Developer the Owner/First Part made approach to the Developer for making construction of multi storied building over the FIRST Schedule property at their own cost and the Developer considering the bonafide approach has agreed to accept of the proposal of the owner and also has agreed to make construction of Multi storied building over the FIRST schedule property and accordingly the FIRST PARTY and SECOND PARTY Developer/Confirming Party entered in to an Agreement for Development on day of October, 2016 upon terms and conditions as stipulated thereof by virtue of **Development Agreement registered before District Sub Registrar Howrah, West Bengal, recorded in Book No. I, Volume No. 0501- 2016 pages from 88114 to 88145, being No. 0501-03446 for the year 2016.**

AND WHEREAS in terms of the above said Development Agreement FIRST PARTY/OWNER empowered and nominated the SECOND PARTY Developer/Confirming Party as his true and lawful Attorney to act, perform, deeds, things and including all powers as required to deal with or dispose of the Developer's allocated portions of the proposed building by virtue of Development **Power of Attorney registered before District Sub Registrar Howrah, West Bengal, recorded in Book No. I, Volume No. 0501- 2016, pages from 88167 to 88183 being No. 0501-03450 for the year 2015.**



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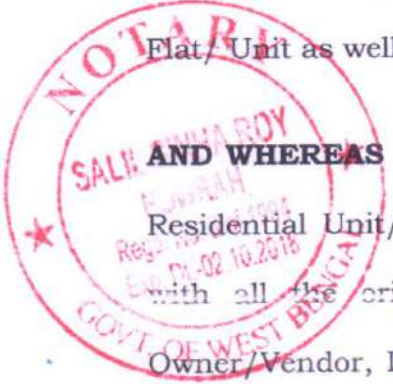
Proprietor

AND WHEREAS after having appointed and empowered as DEVELOPER as well as CONSTITUTED ATTORNEY of the First Party/Owner, the Second Party/Developer herein got approval of the ~~two~~^{Four} (G+ 3) storied buildings from the **HOWRAH ZILLA PARISAD** consisting of several self-contained flats/units apartments constructed spaces and car parking spaces to be ultimately held and/or enjoyed by various intending purchasers on ownership basis;

AND WHEREAS the SECOND PARTY/DEVELOPER herein commenced construction work as per specification of the aforesaid sanction plan, and the Buildings will be known & named as "MAA BATAI APARTMENT".

AND WHEREAS the total property for Development known as and described in "FIRST SCHEDULE" and the Unit/Flat agreed to be sold under this Agreement for Sale known as and described in "SECOND SCHEDULE" and the Common Portions of the Building for common enjoyment known as and described in "THIRD SCHEDULE" and specifications of the construction of the Unit/Flat known as and described in "FOURTH SCHEDULE" and the Common expanses to be borne to the Purchaser(s) after taking the possession of the Flat/ Unit as well as the Building mentioned in the "FIFTH SCHEDULE" hereunder ;

AND WHEREAS the Purchaser(s) herein being intending purchaser(s) of a self-contained Residential Unit/Flat has/have inspected qualities of the construction materials along with all the original Title deeds and documents on title, Record of Right of the Owner/Vendor, Development Agreement cum Power of Attorney and the sanction Plan of the buildings and being satisfied thereof has/have agreed to purchase the FLAT/UNIT out of Developer's portion/allocation (specifically mentioned in the **SECOND SCHEDULE** hereunder) at a consideration of **Rupees 15,54,000/- (Fifteen Lakh Fifty Four Thousand) only** and/or (at the rate of) @ **Rupees 2,100/- per Sq. Feet** basis and the Purchaser(s) have paid the **advance amount** out of the total consideration on execution of



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these presents to the Developer and the receipt hereof the Developer acknowledges in the Memo of consideration herein after mentioned and agrees and enters the Agreement for Sale on the basis of the following terms and conditions.

NOW THIS AGREEMENT WITNESSESS AS FOLLOWS:

TITLE AND PLANS

- a. The rights and property herein agreed to be acquired by the purchaser(s) are free from all encumbrances. The purchaser(s) has/have also themselves inspected the Building plan duly sanctioned by **HOWRAH ZILLA PARISAD** in respect of the said land to be constructed on the said land and also seen and inspected the Brochure delivered earlier and acquainted himself/herself with all the specification and necessary information relating thereto and satisfied himself/herself and agrees not to raise any objection or ask for any alteration provided in this agreement.
- b. The purchaser/s also inspected the plan of the unit and the common space, portions etc. and has satisfied and acquainted himself/herself with the specification thereof and has accepted the same subject to such alteration if any as may be permitted under the terms of this Agreement and undertake not to raise any objection any point and at any time.

CONSIDERATION AND INSTALLMENT

Total consideration of the SECOND SCHEDULE FLAT/UNIT viz. **Rupees 15,54,000/- (Fifteen Lakh Fifty Four Thousand) only** to be paid by the Purchaser(s) herein in installments to the Developer as following manner:

- 1) PAYMENT OF _____ OF THE FLAT/UNIT VALUE AT THE TIME OF AGGREEMENT.
- 2) PAYMENT OF _____ OF THE FLAT/UNIT VALUE AFTER THE SECOND FLOOR CAST (ROOF)CASTING.

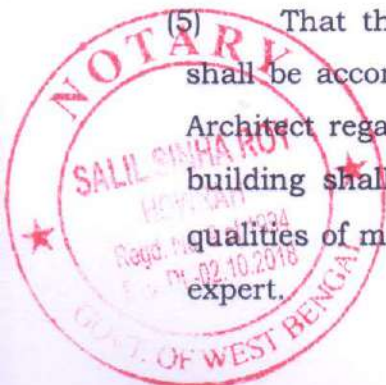
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- PAYMENT OF _____ OF THE FLAT/UNIT VALUE AFTER THE BRICK WORKS OF SECOND FLOOR.
- 4) PAYMENT OF _____ OF THE FLAT/UNIT VALUE AFTER COMPLETION OF THE REST OF WORKS OF THE SAID FLAT/UNIT.
- 5) PAYMENT OF ----- OF THE FLAT/UNIT VALUE AT THE TIME OF REGISTRATION/ HANDOVER THE KEY.

SALE & POSSESSION

- (1) Upon payment of full consideration for the said unit prescribed in the Second schedule hereinafter in the above manner the developer/owner agrees to sell and transfer to the purchaser (s) and the purchaser/s hereby agreed to acquire his/their unit.
- (2) Adherence to scheduled time table for all payments to be made by the purchaser to the developer herein shall be the essence of the contract.
- (3) That upon completion of the said unit/Flat specifically mentioned in the SECOND SCHEDULE hereunder the Vendor/ Developer will sell, transfer and deliver possession to the purchaser(s) and the purchaser(s) hereby agreed to pay balance consideration amount to the Developer and to acquire the unit/Flat as mentioned in the SECOND SCHEDULE hereunder.
- (4) That The construction of the Flat shall be completed within Eighteen Months(30.09.2018) (tentatively) from the date of obtaining the Sanction Plan(31.03.2017) and simultaneously the same will be handed over to the Purchaser(s) on due payment of Total Consideration value as mentioned herein above to the Developer.
- (5) That the said building is being constructed with such materials as has been and shall be according to the specification given by the civil engineer and the decision of the Architect regarding the quality and specification of materials used and being used in the building shall be final . And the Purchaser shall have right to inspect and verify the qualities of materials to be used during the time of construction through his men and his expert.



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- (6) On completion of the sale and/or construction in terms herein the purchaser(s) shall become the sole and the absolute owner(s) of the said Unit free from all encumbrances save the usual easements and condition inherent in ownership of flats according to West Bengal Apartment Ownership Act 1972 and save as mentioned herein.
- (7) The purchaser(s) shall have unfettered right to sell transfer, mortgage, lease out and otherwise transfer the said unit and shall also have right to use and enjoy the same and the rents, issues and profits thereof subject to the payment by the purchaser of all taxes and outgoings including maintenance charges in respect of the Unit and/or proportionately in respect of the premises with only such minimum reasonable restrictions as be deemed expedient for common purpose.
- (8) The purchaser(s) will entitled to use and enjoy the common portions of the Building with other Co-occupants.
- (9) In case the purchaser(s) fails to pay the amount payable on account of the Unit hereby agreed to be sold to the developer within the time ,the developer shall have the right to cancel this Agreement and sell the same to anyone else & refund the money already paid by the purchaser.
- (10) In case the Developer fails to complete/deliver the said Flat/Unit within stipulated time after full payment done by the purchaser , the purchaser shall have the right to cancel this agreement and in that case the developer shall have to return the full money paid by the purchaser with interest.

CONSTRUCTION

A) The developer will complete and make habitable the said unit by the Month of SEPTEMBER 2018 (tentatively) and shall install and/or complete the common portions described in the Third schedule within a reasonable time thereafter.

B) The said unit shall be/ being constructed by the developer in accordance with the building plan duly sanctioned by the HOWRAH ZILLA PARISAD and if any such modifications or alterations as may be deemed fit and proper by the Architect, the purchaser/s hereby consents to the same & he/ they shall not make any objection in the event of the Architect making such alterations or modifications.

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- C) The said building is being and shall be constructed with such materials as has been and shall be according to the specification given in the Brochure and the decision of the Architect regarding the equality and specification of materials used and to be used in the building shall be final and binding on the purchaser.
- D) The purchaser/s shall not cause any objection to or interruption in the construction of the said building or other parts on the said land nor shall claim any right whatsoever on or ever the neighboring or adjacent common areas for common use.
- E) The purchaser(s) shall not be entitled to any right whatsoever in respect of the land or the building or the construction thereof until the entire project is complete in all respect and all payments etc., payable by the purchaser (s) to the developer and all the obligations to be performed or discharge by the purchaser(s) under this Agreement are made, performed or discharge fully to the satisfaction of the developer and a certificate to that effect is issued by the developer to the purchaser(s) , except as indicated in this deed.
- F) In any event the purchaser(s) shall not be entitled to forestall or obstruct the smooth progress of the construction and completion of the project on any ground whatsoever nor shall be entitled to enforce any of his right, under this Agreement nor to sue, seek any mandate, restraint etc. the developer until the conditions contained in clause (E) are fully satisfied and fulfilled by the purchaser(s).

MANNER OF COMPLETION

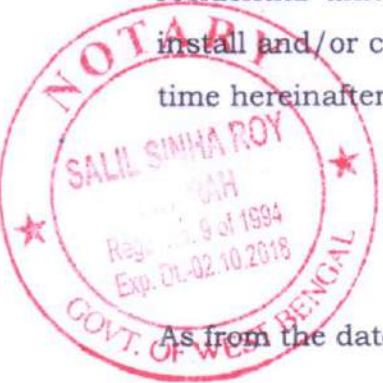
The Developer shall complete and make habitable the said Unit as a decent and respectable residential unit in the manner as mentioned in the Fourth Schedule hereto and shall install and/or complete the common portions described in Third Schedule within stipulated time hereinafter.

COVENANTS AND OBLIGATIONS

As from the date of this Agreement the Developer covenants;

- a) The Developer shall Endeavour to complete the project and the construction within the time stipulated herein or so soon thereafter as may be possible.
- b) The Developer shall Endeavour to confirm to the terms of the Agreement.

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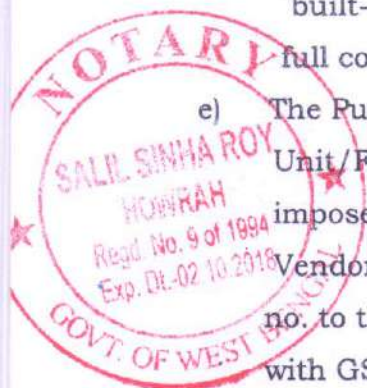
AS FROM THE DATE OF POSSESSION THE PURCHASER(S) COVENANTS

A temporary electric line may be provided /installed by the Vendor at the time of delivering possession of the flat to the purchaser & in that case the purchaser shall pay the electricity charges as per his/her consumption shown in the meter absolutely installed for his/her portion until the purchaser get electric meter from WBSEB.

A minimum proportionate maintenance cost shall have to bear by the purchasers for the common portions/purposes of the building such as water supply , cleaning of common portions, stair-case light etc. to the Vendor until complete handover of charges of the building to the purchasers – shall be agreed from both side.

EXTRA COST: IN ADDITION TO THE SAID TOTAL CONSIDERATION, THE PURCHASER(S) SHALL HAVE TO PAY :

- a) Cost of providing electric meter in the said unit to WBSEB.
- b) Proportionate cost of electric Transformer with other co-occupants of the Building if necessary to install for the said building(as per WBSEB)to be paid to the Developer. In that case, the Vendor shall have to submit the Copy of the Bill for the Transformer installed by WBSEB to the purchasers.
- c) Settlement of other levies that may be charged on the premises or the said unit/Flat as per applicable Govt. Rules & regulations.
- d) Cost may be increased/decreased depending upon Flat area (including super built- up) as would be found after Full and Final measurement of the Flat/Unit after full completion in all respect at the time of execution of Sale Deed.
- e) The Purchaser(s) shall bear The G.S.T. upon the agreed Consideration price of the Unit/Flat (whichever is applicable at the time) OR if any other additional taxes imposed by the Central OR State Govt. For paying GST through the Vendor, the Vendor must have to produce Certificate of provisional registration for GST /Final GST no. to the purchaser(S). The GST will be paid after submission of proper Tax Invoice with GST no. & SAC no.
- f) The purchaser have to pay the Stamp Fees, Registration charges and all the expenditure of the Registration as per estimated valuation of the Dist. Sub Registrar, Howrah, for the unit /Flat at the time of execution and Registration of the DEED OF CONVEYANCE and before the date of possession.



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MISCELLANEOUS CONVENANTS DURING CONSTRUCTION.

A. Until delivery of possession of the said Unit/Flat to the purchaser(s), the developer shall exclusively be entitled to possess the said Unit/Flat and the premises and every part thereof.

B. The purchaser(s) shall not deal with, let out, encumber or transfer the said Flat/unit until completion of purchase and possession of the said unit/Flat is delivered to the purchaser(s).

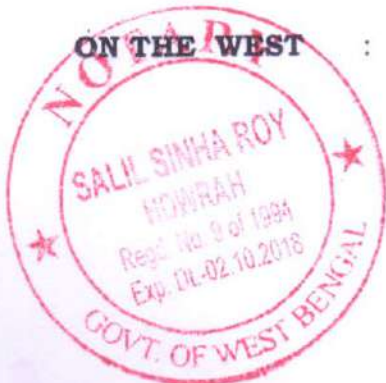
FIRST SCHEDULE

The said land/premises

(DESCRIPTION OF LAND & PREMISES TO BE DEVELOPED)

ALL THAT the piece or parcel of demarcated **BASTU LAND** ("Riyati") measuring an area about **02 Cottahs 09 Chhitaks, 42 sq. ft.** comprised in R.S. Dag No. **155** corresponding to L.R. Dag No. **169**, appertaining to R.S. Khatian No. **162**, L.R. Khatian No. **4426**, J.L. No. 30, within **Mouza Jhorehat**, Police Station Sankrail, District Howrah, PIN- 711302 the above land/composite block/premises is butted & bounded by :

ON THE NORTH : Land of Bimal Tarafdar;
ON THE SOUTH : 3 feet wide common passage;
ON THE EAST : 10 feet wide Road;
ON THE WEST : Drain ;



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SECOND SCHEDULE ABOVE REFERRED TO

The Flat/Unit hereby agreed to be sold

Within "A" Schedule Building "MAA BATAI APARTMENT", ALL THAT piece and parcel of one self-contained (residential) Flat/Unit, being No. **201 on the **Second Floor** of new (G+ 3) storied building, measuring about **740 (Seven Hundred Forty) Sq. Ft.** including 20% super built up area together with undivided impartible proportionate share of land, underneath of **'FIRST'** schedule building, along with the right of common areas, passages, jointly with other co-flat owner as mentioned in THIRD SCHEDULE hereunder,**

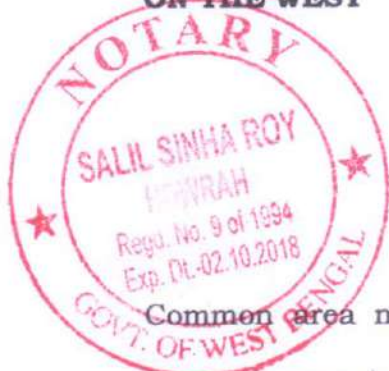
The said Flat is butted & bounded butted and bounded by as follows:

ON THE NORTH : FLAT NO - 202

ON THE SOUTH : OPEN TO SKY

ON THE EAST : OPEN TO SKY

ON THE WEST : OPEN TO SKY



THIRD SCHEDULE ABOVE REFERRED TO

(COMMON AREA AND COMMON FACILITIES)

Common area means and includes the undivided proportionate share in land and in common space in the building as follows:

- (a) Main stair case and landing, corridors/common passages of all the floors and right to Use Electric Passenger Lift from Ground floor to Top Floor.
- (b) All RCC columns, walls & passages.

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2. (a) Main entrance gate, side-space, backspace and common passage leading to main entrance gate and top roof of the said ground plus ^{Three} ~~four~~ storied building.

(b) All entrances to & exit from the building with all installations of common use & utility.

3. Water Pump, overhead water tank and underground reservoir and supply pipe line, main distribution and Roof will be used for all Flat owner(s) for common purpose including T.V. antenna, Aerial, drying cloth, no further loading on the Roof will be allowed.

4. Drainage and Sewers, septic tank.

5. Deep Tube well, Pump room, meter room,

6. Electric Meter Board & installations with electric fittings and Lift in common areas,

7. Such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or about the said building as or necessary for passage to and occupancy of the flats in common without causing any disturbances to other co-occupiers of the said building.

8. Roof of the said building will be common for all flat/unit owner/s for drying cloths or fixing T.V. Antenna.



FOURTH SCHEDULE ABOVE REFERRED TO

Specifications to be provided for the Unit

1. R.C.C. column (Pillar)
2. Outside Brick wall 10" thick, Partition wall (inside) 5" thick
3. Inside and outside plaster ½ thick

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4. Flash Door made by wooden with wooden door frame and P.V.C. door in toilet .

5. Window (Box grill) anodized aluminum with glass (sliding panel).

6. Interior finish:

a) PUTTY & Plastic Paint finish

b) Main doors wooden type.

7. Exterior finish; Painting with cement based or acrylic paint.

8. Bath room-toilet

a) One basin with stop cock each flat.

b) One pan or Commode fitting in bath cum-toilet

c) Three water points in bath -cum-toilet

d) Dado upto 6' with wall ceramic tiles.

9. Kitchen :

a) One steel sink with tap each flat.

b) Two water point in each kitchen.

C) Dado with wall tiles up to 3' above kitchen counter.

10. Floor finish : All floors & balcony will be finished with Marbles of (ISI) good quality.

11. Electrical Switches & Wire: Any reputed Brand.

Electrical Points:

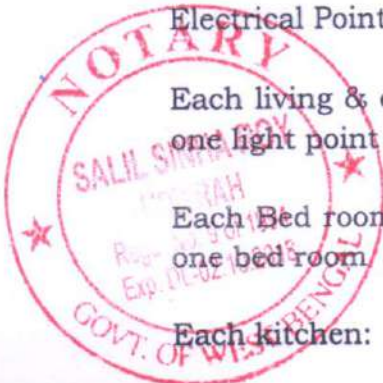
Each living & dining room 2 light points, 1 fan point, plug point, one Frige point(15 amp), one light point outside main door.

Each Bed room : 2 light points, 1 fan point, 1 night lamp, 1 plug point, 1 AC point in any one bed room.

Each kitchen: 1 light point, 1 exhaust point, 1 plug point.

Each bath-cum-toilet: 1 light point, 1 Geazer point in any one bath room

Each Balcony 1 light point, 1 plug point.



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One calling bell point & separate meter point for each flat.

12. Water supply & Drainage

- a. Overhead Reservoir.
- b. 1.5 HP motor & pump reputed company.
- c. All outlet pipes for water & sanitary are with PVC pipe.

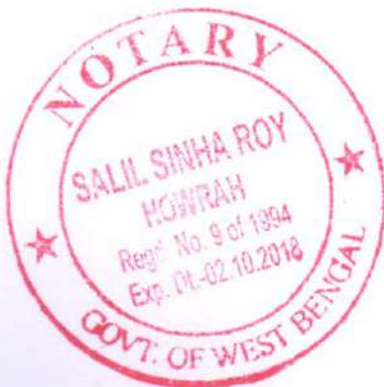
13. Staircase Stone finish & I.S. railing.

14. Lift facility from Ground Floor to Top Floor.

FIFTH SCHEDULE ABOVE REFERRED TO
COMMON EXPENSES

MAINTENANCE : A minimum proportionate maintenance cost shall have to bear by the purchasers for the common portions/purposes of the building such as water supply , cleaning of common portions, stair-case light etc. to the Vendor until complete handover of charges of the building to the purchasers – should be agreed from both side.

IN WITNESS WHEREOF:- The OWNER/VENDOR, DEVELOPER/CONFIRMING PARTY AND The PURCHASER(S) above named have put their Signature after understanding the contents thereof in presence of the Witnesses.



31 AUG 2017



WITNESSES:-

① Sarbari Mondal
33, college Road
SHIBPUR HOWRAH-03

② Purabi Sarkar
H-13, Purbasha,
Natarah, Solepur,
KOL - 113

[Handwritten signature]

Sushil Kumar Sharma.

SIGNATURE OF THE OWNER /VENDOR

being represented by their Constituted Attorney Sushil Kumar Sharma

[Handwritten signature]

Sushil Kumar Sharma.

SIGNATURE OF THE DEVELOPER/CONFIRMING PARTY

Bharati Das.

SIGNATURE OF THE PURCHASER(S)

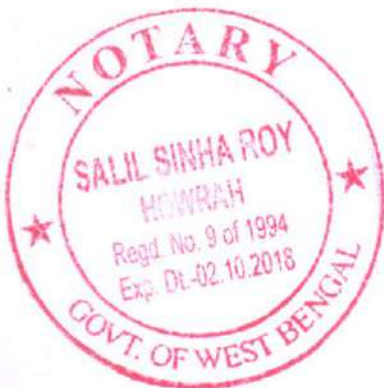
Prepared in my office

Ayan Sarkar

AYAN SARKAR ENO.- F-1782/2002
ADVOCATE

**IDENTIFIED BY ME &
SIGNED/L.T.I. TAKEN IN MY PRESENCE**

Sushil Kumar Sharma
Adve



**On identification by the Ld. Lawyer
LTV/SIGNATURE ATTESTED**

[Handwritten signature]
**SALIL SINHA ROY
NOTARY HOWRAH
Regd. No. 9/94
GOVT. OF W.B.**

11 AUG 2017



MEMO OF CONSIDERATION

RECEIVED from the above named PURCHASER(S) a sum of **Rupees 5,00,000/- Five Lakh Only** as **Advanced amount** out of the above mentioned Total Consideration Price of the SECOND SCHEDULE Flat/Unit, in the following manner.

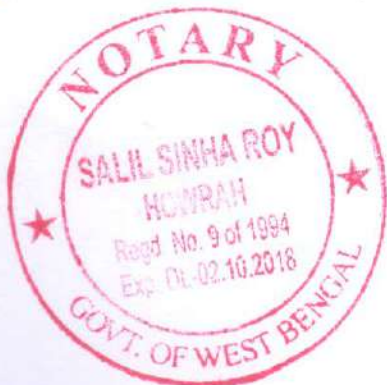
Item No.	Cheque Details	Date	Amount
1.	AXIS BANK LTD. Panihati Cheque No. 138823	19/08/2017	Rs. 1,75,000/-
2.	ALLAHABAD BANK, Sodpur RTGS - ALLA201708165005170 Cheque No. 209266 731	16/08/2017	Rs. 3,25,000/-
3.			

←
16/8/17

Sushil Kumar Sharma

[Handwritten signature]

SIGNATURE OF THE DEVELOPER/CONFIRMING PARTY



7
11 AUG 2017



INSTRUMENT 'A' Date..... 11 AUG 2017
day of.....



WITH
NOTARIAL CERTIFICATE



Salil Sinha Roy LL.B.
Advocate & Notary
Howrah District. W.B. (India)
Place ; Bhattanagar, Liluah,
HOWRAH-711203
&
HOWRAH COURT

