

AGREEMENT FOR SALE
(WITH OUT POSSESSION)



THIS AGREEMENT FOR SALE made this the day of 2020,

BETWEEN

- (1) **SRI NARAYAN CHANDRA PAUL, PAN BKVPP6413Q, AADHAAR NO. 3842 1020 2910**, son of Late Tokani Prasad Paul, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 10, New Bikramgarh, Prince Gollam Hussain Shah Road, P.O. & P.S. Jadavpur, Kolkata - 700 032 and (2) **SRI MANAB PAUL, PAN AJLPP6658F, AADHAAR NO.6993 3793 3244**, son of Sri Narayan Chandra Paul, by Nationality - Indian, by religion Hindu, by occupation Business, residing at 10, New Bikramgarh, P.S. Jadavpur, Kolkata - 700032, hereinafter collectively referred to as the '**LAND OWNERS**' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns or Nominee) of the **FIRST PART**;

AND

SRI _____, **PAN** _____, **AADHAR NO.** _____ son of _____, by faith _____, by Nationality _____, by occupation _____, residing at _____, P.O. _____, P.S. _____, Kolkata - _____, **AND SMT** _____, **PAN** _____, **AADHAR NO.** _____ son of _____, by faith _____, by Nationality _____, by occupation _____, residing at _____, P.O. _____, P.S. _____, Kolkata - _____, hereinafter referred to as the '**PURCHASERS**' (which terms and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and/or successors) of the **SECOND PART**;

AND

M/S. SREE BALAJI (PROPRIETOR : MANAB PAUL, PAN AJLPP6658F), a Proprietorship firm having its registered office at 90/1, Prince Golam Hossain Shah Road, P.S. Jadavpur, P.O. Golfgreen, Kolkata - 700 095, represented by its Proprietor **SHRI MANAB PAUL, PAN AJLPP6658F, ADHAAR NO. 6993 3793 3244**, son of Narayan Chandra Paul, by faith - Hindu, by occupation - Business, residing at 10, New Bikramgarh, P.S. & P.O. Jadavpur, Kolkata-700032, hereinafter referred to as the '**DEVELOPER/SELLER**' **PAN AJLPP6658F, ADHAAR NO. 6993 3793 3244**, (which terms and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its/his heirs, executors, administrators, legal representatives and/or assigns or Nominee, successors and successor-in-office) of the **THIRD PART**.

WHEREAS All That piece and parcel of land admeasuring totalling about 147 Decimal more or less of land in Mouza Kamarpara in the District of Birbhum were purchased by the Land Owners of the First Part from the respective owners by 20 deeds of conveyance and 1 deed of gift which were executed and duly registered in the Office of the ADSR, Bolpur and also at ARA - III, Kolkata.

AND WHEREAS after purchase of the said plots, the Land Owners of the First Part have taken possession of the said land and became the absolute owner of the land, have mutated their names in the Office of the B.L. & L.R.O. and started paying revenue to the said authority in accordance with law;

AND WHEREAS being the absolute owner of the said plots, the Land Owners of the First Part have further taken necessary steps for the said 3 plots of land in the Office of the Illambazar Gram Panchayat and started paying statutory dues in accordance with law;

AND WHEREAS the above stated plots are set out as follows:-



1. **All That** piece and parcel of 25 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, R.S. & L.R. Dag No. 607, R.S. Khatian No. 226 corresponding to L.R. Khatian Nos. 111 and 151, present L.R. Khatian No. 827, within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchyat, ADSR Bolpur, DSR Suri and District Birbhum.

All That piece and parcel of 25 Decimal more or less of Baid land was purchased by one of the present owners herein Sri Manab Paul from Smt. Rati Bala Bagdi, Sri Mahadeb Bagdi, Sri Basudeb Bagdi, Sri Prakash Bagdi, Sri Sahadeb Bagdi, Smt Sabitri Bagdi, Smt Naru Bagdi on the day of 2nd September 2016 by a registered Deed of Sale being No. 030306575 for the year 2016, recorded in the Book No. I, Volume No. 0303 - 2016, Page from 129336 to 129377 before the office of ADSR Bolpur hereinafter referred to as "**LOT - A**".

2. **All That** piece and parcel of 20 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, R.S. and L.R. Dag No. 606, L.R. Khatian No. 998, present L.R. Khatian No. 1213 and 1094, within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

All That piece and parcel of 20 Decimal more or less of Baid land was purchased by one of the present owners Sri Narayan Chandra Paul from Sri Bimal Hazra on the day of 3rd August 2017 Registered by the Deed of Sale being No. 030305916 for the year 2017, recorded in the Book No. I, Volume No. 0303 - 2017, Page from 113238 to 113268, before the office of ADSR Bolpur hereinafter referred to as "**LOT - B**".

That Sri Narayan Chandra Paul was fully seized and possessed of all rights, title, interest and possession of All That piece and parcel of 25 Decimal more or less of Baid land referred as "LOT - B" and was fully competent to convey the said land.

Thereafter, the said land was gifted by Sri Narayan Chandra Paul to Sri Manab Paul on the day of 12th August 2017 by a registered Deed of Gift being No. 190301904 for the year 2017, recorded in the Book No. I, Volume No. 1903 - 2017, Pages from 62769 to 62798, before the office of the ARA - III, Kolkata.

3. **All That** piece and parcel of 84 decimals more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian Nos. 1111, 1109, 1117, 1115, 1114, 1108, 1113, 1112, 1119, 1053, 1118 and 1110, within the jurisdiction of Illambazar Police Station, within the limits of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District - Birbhum. The abovementioned 84 decimals more or less of Baid land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Malati Hansda, Sanatan Hansda, Sukodi Hemram, Mangala Hansda, Balika Tudu, Mangala Hansda, Fulmoni Hansda, Babulal Hansda, Ram Hansda, Lodai Hansda, Ram Hansda, Bijay Hansda, Mangala Hansda collectively hereinafter referred to as "**LOT - C**", the details of which are given below:-

- (i) **All That** piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1116, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Smt Malati Hansda on the day of 30th May 2018 by a registered Deed of Sale Being No. 030304659 for the year 2018, recorded in the Book No. I, Volume No. 0303 - 2018, Page from 95928 to 95958, in the office of ADSR Bolpur.



- (ii) **All That** piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1111, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Sri Sanatan Hansda on the day of 30th May 2018 by a registered Deed of Sale Being No. 030304660 for the year 2018, recorded in the Book No. I, Volume No. 0303 - 2018, Page from 95895 to 95927, in the office of ADSR Bolpur.

- (iii) **All That** piece and parcel of 7 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1109, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Smt Sukodi Hemram on the day of 30th May 2018 by a registered Deed of Sale Being No. 030304668 for the year 2018, recorded in the Book No. I, Volume No. 0303 - 2018, Page from 95671 to 95703, in the office of ADSR Bolpur.

- (iv) **All That** piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1117, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Sri Mangla Hansda on the day of 30th May 2018 by a registered Deed of Sale Being No. 030304661 for the year 2018, recorded in the Book No. I, Volume No. 0303 - 2018, Page from 95864 to 95894, in the office of ADSR Bolpur.

- (v) **All That** piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1115, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Smt Balika Tudu on the day of 30th May 2018 by a registered Deed of Sale Being No. 030304665 for the year 2018, recorded in the Book No. I, Volume No. 0303 - 2018, Page from 95737 to 95769, in the office of ADSR Bolpur.

- (vi) **All That** piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1114, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Sri Mangala Hansda on the day of 30th May 2018 Registered by the Deed of Sale Being No. 030304655 for the year 2018, recorded in the Book No. I, Volume No. 0303 - 2018, Page from 96021 to 96052, in the office of ADSR Bolpur.



- (vii) **All That** piece and parcel of 7 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1108, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein Sri Narayan Chandra Paul from Smt Fulmani Hansda on the day of 30th May 2018 by a registered Deed of Sale Being No. 030304656 for the year 2018, recorded in the Book No. I, Volume No. 0303 - 2018, Page from 95990 to 96020, in the office of ADSR Bolpur.

- (viii) **All That** piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1113, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Sri Babulal Hansda on the day of 30th May 2018 by a registered Deed of Sale Being No. 030304657 for the year 2018, recorded in the Book No. I, Volume No. 0303 - 2018, Page from 95959 to 95989, in the office of ADSR Bolpur.

- (ix) **All That** piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1112, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Sri Ram Hansda on the day of 30th May 2018 by a registered Deed of Sale Being No. 030304666 for the year 2018, recorded in the Book No. I, Volume No. 0303 - 2018, Page from 95704 to 95736, in the office of ADSR Bolpur.

- (x) **All That** piece and parcel of 6 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1119, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Sri Lodai Hansda on the day of 30th May 2018 by a registered Deed of Sale Being No. 030304669 for the year 2018, recorded in the Book No. I, Volume No. 0303 - 2018, Page from 95642 to 95670, in the office of ADSR Bolpur.

- (xi) **All That** piece and parcel of 21 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1053, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Sri Ram Hansda on the day of 30th May 2018 by a registered Deed of Sale Being No. 030304664 for the year 2018, recorded in the Book No. I, Volume No. 0303 - 2018, Page from 95770 to 95801, in the office of ADSR Bolpur.



- (xii) **All That** piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1118, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Sri Bijay Hansda on the day of 30th May 2018 Registered by the Deed of Sale Being No. 030304662 for the year 2018, recorded in the Book No. I, Volume No. 0303 - 2018, Page from 95833 to 95863, in the office of ADSR Bolpur.

- (xiii) **All That** piece and parcel of 7 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1110, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Sri Mangala Hansda on the day of 30th May 2018 Registered by the Deed of Sale Being No. 030304663 for the year 2018, recorded in the Book No. I, Volume No. 0303 - 2018, Page from 95802 to 95832, in the office of ADSR Bolpur.

4. **All That** piece and parcel of 18 decimals more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, within the jurisdiction of Illambazar Police Station, within the limits of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District - Birbhum. The abovementioned 18 decimals more or less of Baid land was purchased by one of the present owners herein, Sri Manab Paul from Sudhir Kumar Karmakar, Radharani Lohar, Radheshyam Karmakar, Ajit Karmakar, Dayamay Karmakar, Kalyani Karmakar, Dinesh Karmakar, Thakurdas Karmakar, Balaram Karmakar, Kripamoy Karmakar, Birja Karmakar, Sarada Lohar, Kartick Karmakar, Abhijeet Lohar, Amarjit Lohar, Sima Lohar collectively hereinafter referred to as "**LOT - D**", the details of which are given below:-

- (i) **All That** piece and parcel of 4.50 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by me the present owner herein, Sri Manab Paul from Sri Sudhir Kumar Karmakar on the day of 12th June 2019 by a registered Deed of Sale Being No. 030304508 for the year 2019, recorded in the Book No. I, Volume No. 0303 - 2019, Page from 91050 to 91075, in the office of ADSR Bolpur.

- (ii) **All That** piece and parcel of 4.50 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by me the present owner herein, Sri Manab Paul from Smt Radharani Lohar on the day of 12th June 2019 by a registered Deed of Sale Being No. 030304507 for the year 2019, recorded in the Book No. I, Volume No. 0303 - 2019, Page from 91022 to 91049, in the office of ADSR Bolpur.



- (iii) **All That** piece and parcel of 0.5 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by me the present owner herein, Sri Manab Paul from Sri Radheshyam Karmakar on the day of 12th June 2019 by a registered Deed of Sale Being No. 030304561 for the year 2019, recorded in the Book No. I, Volume No. 0303 - 2019, Page from 92097 to 92123, in the office of ADSR Bolpur.

- (iv) **All That** piece and parcel of 4.50 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by me the present owner herein, Sri Manab Paul from Sri Ajit Karmakar on the day of 12th June 2019 by a registered Deed of Sale Being No. 030304509 for the year 2019, recorded in the Book No. I, Volume No. 0303 - 2019, Page from 91076 to 91102, in the office of ADSR Bolpur.

- (v) **All That** piece and parcel of 4 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by me the present owner herein, Sri Manab Paul from Sri Dayamay Karmakar, Smt Kalyani Karmakar, Sri Dinesh Karmakar, Sri Thakurdas Karmakar, Sri Balaram Karmakar, Sri Kripamoy Karmakar, Smt Birja Karmakar, Smt Sarada Lohar, Sri Kartick Karmakar, Sri Abhijeet Lohar, Sri Amarjit Lohar, Smt Sima Lohar on the day of 12th June 2019 by a registered Deed of Sale Being No. 030304506 for the year 2019, recorded in the Book No. I, Volume No. 0303 - 2019, Page from 90975 to 91021, in the office of ADSR Bolpur.

AND WHEREAS All That piece and parcel of above referred land are measuring about 147 Decimals more or less;

AND WHEREAS All That piece and parcel of the above stated lands comprised of **LOT A, LOT B, LOT C** and **LOT D** and totalling about 147 decimals more or less were purchased by the Land Owner of the First Part from the respective Sellers and/or Owners of the said plots and more fully and more particularly described in the Schedule "A" hereto and referred to as the "said property";

AND WHEREAS after the said purchase mentioned hereinabove, the Land Owner of the First Part have mutated the said property mentioned in the Schedule "A" and converted the character of the said property in accordance with the relevant provisions of law to "BASTU";

AND WHEREAS now being the absolute land owner of the said property (hereinafter referred to as "the said Land") more fully and more particularly described in the Schedule mentioned herein below taken possession of the said plots mentioned in the Schedule below.

AND WHEREAS now the Land Owner of the First Part, being the absolute owner of the said property measuring about 147 Decimal of land more fully and more particularly described



in the Schedule "A" mentioned hereinbelow had entered into a Joint Venture Agreement with the third party Developer which was duly executed on the 28th day of January, 2020;

AND WHEREAS in the said process, the plan was sanctioned on the Schedule "A" mentioned property and according to the terms and conditions stated to the above referred Joint Venture Agreement. The Land Owner was entitled to 10% share which was converted into 24 numbers of Flat(s);

AND WHEREAS according to the terms and conditions of Joint Venture Agreement, the Owner's allocation of above referred 24 number of Flat(s) were allotted by the Developer to the Land Owner through Allotment Agreement between the Land Owner And the Developer and the Land Owner accepted the same with full satisfaction. The said Flat(s) are as follows:-

Flats on 1st to 3rd floor (8 numbers of flats in each floor) in Block No. 35

AND WHEREAS the purchaser herein being desirous of owning one number of residential ready to move flat on the ____ floor, being Flat No. ____ measuring about ____ sq. ft. built up area more or less (____ sq. ft. super built area) in Block No. ____ (without any parking right) more fully and particularly mentioned in the "B" Schedule herein below and all the parties agreed with the proposal of the same and entered into an agreement for sale between the parties on or about _____.2020, the terms and conditions of the same were recorded in the said Agreement for Sale against consideration and the same was duly executed on _____.2020.

AND FURTHER

- a) **'LAND OWNER'** shall mean **SRI NARAYAN CHANDRA PAUL**, son of Late Tokani Prasad Paul, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 10, New Bikramgarh, Prince Gollam Hussain Shah Road, P.O. & P.S. Jadavpur, Kolkata - 700 032 and **SHRI MANAB PAUL**, son of Narayan Chandra Paul, by faith - Hindu, by occupation - Business, residing at 10, New Bikramgarh, Kolkata - 700 032, P.S. Jadavpur, within the jurisdiction of South 24 - Parganas.
- b) **'DEVELOPER'** shall mean **M/S. SREE BALAJI**, a proprietorship firm having its office at 90/1, Prince Golam Hossain Shah Road, P.S. Jadavpur, P.O. Golfgreen, Kolkata - 700 095.
- c) **'THE LAND AND THE PROPERTY'** shall mean the land and property measuring about totaling to 147 Decimals, fully described in the Schedule "A" hereunder written excluding the area of the club property.
- d) **'THE BUILDING'** shall mean the buildings comprising of the unit and/or units to be constructed as fully described in the Schedule "B" herein below.
- e) **'THE UNIT'** shall mean the flat in the building including all fittings and fixtures therein and/or thereto attached as it is/are hereby agreed to be constructed by the Vendor/Developer herein for purchaser and fully described in the Schedule 'B' hereunder written and in accordance with the sanctioned plan dated _____.2020. Any further sanctioned plan for any area for club property shall not be part of any area of the unit(s).
- f) **CARPET AREA:-** Demarcated area from inner portion of the boundary wall/outside wall of a flat to the inner portion of the boundary wall/ outside wall of the same flat including the area of internal partition walls i.e. the internal area of the flat and in accordance with the provision of West Bengal Housing Industry Regulatory Act,2017.



- g) **COVER AREA:-** Cover area of a flat is calculated on the basis of the area from outer portion of a boundary wall of a flat to the outer portion of a boundary wall (opposite) of the same flat and in accordance with the provision of West Bengal Housing Industry Regulatory Act,2017.
- h) **BUILT-UP-AREA:-** Build up area of a flat is calculated on the basis of the cover area of a flat plus the proportionate share of common area, stair cases and lift room of the same floor in which the flat is situated and in accordance with the provision of West Bengal Housing Industry Regulatory Act,2017.
- i) **SUPER BUILT UP AREA:-** Super built up area of a flat is calculated on the basis of the built up area of the flat plus all the proportionate share of the common areas of the whole building, stair cases, roof, passage, common areas of the plot on which the said building to be constructed lift machine room, underground reservoir, overhead reservoir, septic tank etc. and in accordance with the provision of West Bengal Housing Industry Regulatory Act,2017.
- j) **'THE COMMON AREAS'** shall mean the common portions comprised in the building and area outside and beyond the exclusive areas of unit(s) excluding all rights, titles, interests, and possession of the club property and/or further extended project area.
- k) **'PROPORTIONATE' OR 'PROPORTIONATE SHARE' OR PROPORTIONATELY'** shall mean the purchaser/s share in the land common portions described in the 'C' Schedule herein below and such share of all common rights and liabilities including common portions and common expenses and payment of taxes until separate assessment by the Panchayat of the unit(s) excluding the area of the club mentioned clause (j) herein before.
- l) **'THE COMMON PORTIONS'** shall mean the common portion fully described in the Schedule 'C' herein below.
- m) **'THE COMMON EXPENSES'** shall mean the expenses incurred for the common purposes as described in the schedule 'D' herein below.
- n) **'THE CO-OWNERS'** shall mean all persons agreeing to own units other than the one of the purchaser/s herein and including the owners in respect of unacquired units.
- o) **'THE PLAN'** shall mean the plan sanctioned by the competent authority dated _____.2020.
- p) **'THE COMMON PURPOSES'** shall mean and include the purpose of upkeep, management, maintenance, administration and purposes of regulation actual rights and beneficial use, occupation and enjoyment of the co-owners shall have/has common interest relating to the land and building.
- q) **'ADVOCATE'** shall mean the advocate/advocates appointed by only the developer for all purposes.

AND WHEREAS the purchaser herein being interested to purchase and/or to acquire flat being measuring built up area about ____ Sq. ft. (_____ sq. ft. more or less area of the flat including proportionate share of common areas) on Third floor, Block No. ____, being Flat No. ____ approached the Owner/Vendor/Developer for the same and the Owner/Vendor/Developer agreed to sell the said flat at and for a consideration Rs _____/- (Rupees _____) only and accordingly the agreement for sale was duly executed on _____.2020.

NOW THIS AGREEMENT WITNESSETH and it is/are hereby agreed by and between the parties hereto as hereinafter written.



- 1) That the Vendors/Land Owners/Developer has got absolute right and authority to sell, transfer or alienate any of the portions of the Schedule 'B' mentioned property and to collect or receive money as mutually agreed upon between the Purchaser/s, Land Owners and the Developer.
- 2) That the Purchaser/s has inspected relevant documents and records and satisfied himself/herself about the right, title and interest of the Landowners in the land and the Landowners as well as Developer declares that same is/are not subject to any encumbrances.
- 3)
- i. The Vendor/Landowners/Developers shall sell and the purchaser/s shall purchase residential flat(s) on the ___ floor, Block No. __, being Flat(s) No. ___ having a Built up area of ___ Sq. ft & corresponding to saleable areas of approximately ___ sq. ft. of the building erected over the Schedule 'A' property of the Landowners at or for the price Rs. _____/- (Rupees _____) only along with GST amount of Rs. _____/- (Rupees _____) only on and over the consideration amount mentioned herein above and the Developer shall confirm the said sell. This is to be stated that the Purchaser/s is/are liable to pay service tax as per law, on the consideration amount to the Developer. This is further clarified that in the event of any further Tax liability, if imposed in future, by the Government or any other statutory body, such shall also be added over and above the consideration amount.
- ii. The Purchaser/s shall also be liable to pay an onetime payment of a sum of Rs. _____/- (Rupees _____) along with the applicable GST in accordance with law to the Third Party over and above the consideration amount as and by way of extra schedule charges (towards proportionate cost of Generator, Transformer etc.), payable as mentioned in the payment scheduled hereto.
- iii. The purchaser/s shall further pay onetime security deposit to the developer at the time of execution of the Deed of Conveyance @ Rs. _____/- per unit(s) of ___ sq. ft. saleable area over and above the fixed maintenance amount described in clause (iii) & (ii). Such onetime maintenance deposit of Rs. _____/- shall be incurred by the developer for any major replacement of electrical cables, change of DG Set, water pump, outside colouring of the buildings or any emergency requirement till _____. This above referred security deposit shall be interest free, security deposit on the hands of the Developer, use of which shall be the sole discretion of the Developer.
- 4) That at the time of booking of the respective flat(s) the purchaser/s herein already had paid a sum of Rs. _____/- (Rupees _____) only which was/were accepted and the allotment letter dated _____ was/were issued by the developer. The remaining balance of the consideration money shall be paid in phased manner mentioned herein below:-

On account of	Installment Amount Rs.	Service Tax (___% on flat & ___% on Ex Sch Charges) Rs.	Total including Service Tax Rs.
On Completion of foundation @ ___% of the total payment			
On completion of the 01 st Casting ___% of the total payment			
On completion of the 02 nd Casting ___% of			



the total payment			
On completion of the 03 rd Casting ___% of the total payment			
On completion of the 04 th Casting ___% of the total payment			
On completion of the 05 th Casting ___% of the total payment			
On completion of the 06 th Casting ___% of the total payment			
On completion of the 07 th Casting ___% of the total payment			
On completion of the 08 th Casting ___% of the total payment			
On Completion of the Brickwork ___% of the total payment			
On Completion of the Flooring ___% of the total payment			
On Possession ___% of the total payment			
Payable amount for extra schedule charges dated within 15 days from date of possession intimation issue .			

- 5) The Purchaser/s shall make necessary arrangements of making payment of the entire amount of the full consideration money according to the above mentioned schedule of payment. The time is the essence of this agreement and both the parties are bound to perform the same within the specified period as agreed by and between the parties. If the Purchaser/s fails to pay any installment or part thereof, on or within above mentioned schedule date/PDC date then the purchaser/s shall have/has to pay compensation @ Rs.____/- per day till the date of payment for each failure of schedule date/PDC date, as fixed rate. This is/are also to be mentioned that if the Developer fails to handover delivery of the respective flat(s) on the fixed date mentioned, then he shall also be liable for paying compensation to the Purchaser/s @ Rs.____/- per day till the date of actual delivery of possession from the fixed date of delivery confirmed herein.
- 6) Time for payment being the essence of the contract. If the purchaser/s fails to make the balance payment within the stipulated period mentioned in payment schedule or go for a cancellation of agreement for whatever the reason the Developer shall be entitled to and hereby authorized to determine and/or rescind this Agreement and forfeit a sum equivalent to Rs. _____/- or _____% of the total payment made by the Purchaser/s, whichever is higher, as by way of predetermined liquidated damages and the purchaser/s hereby consents to the same and refund the balance and entitled to enter into agreement for sale with any 3rd party in respect of the said flat(s) mentioned in the schedule "B" herein below. Upon such termination all right, title, interest etc. of buyer shall be ceased and having no right or claim under the instant agreement and/or in respect of the said flat(s) and the Vendor shall be entitled to enter into agreement for sale and transfer to any other person or persons without any claim on the part of the Purchaser/s named above and the Purchaser/s hereby consents to the same.
- 7) This is also agreed by and between the parties that in the above mentioned case the Developer is allowing the Purchaser/s ___ days period from the scheduled date in accordance with the provisions of the payment schedule mentioned hereinabove, for payment, only by charging fixed compensation of Rs. ____/- per day. Beyond the above referred period of ___ days the Developer at its sole discretion entitled to



cancel/terminate this Agreement. In that case the Developer shall reserve its rights for taking legal steps and at the same time shall refund the balance amount, if any, to the Purchaser/s, with a notice through registered post with A/D. Such will be treated as the mode of cancellation of the instant Agreement and the Purchaser/s hereby consents to the same. However, the Service Tax amount paid by the Purchaser/s is not refundable.

- 8) The Purchaser/s agrees and covenants not to claim any right or possession the said flat(s) till such time the Purchaser/s shall pay and/or deposit all the amounts herein agreed to be paid or deposited by the Purchaser/s. This is also to be mentioned that before taking delivery of the respective flat(s) the Purchaser/s shall have/has to clear his/her/their all dues according to the schedule of payment as well as the extra schedule job payment to the Developer and the payment of the security deposit for individual electric meter and other security deposits as well as fixed maintenance payment to the Developer till _____ day of _____, _____ @ Rs. _____/- per month for each flat. Service tax is applicable as per rules & rates on the maintenance charges.
- 9) That after the full payment of the entire consideration money the Developer shall make necessary arrangements for the registration and presentation of the Deed of Conveyance in respect of the Schedule "B" mentioned property.
- 10) The Purchaser/s shall take and deemed to have/has been taken delivery of the flat(s) from the date of service of notice intimating the completion of the unit(s). The PURCHASER/S shall become liable to pay proportionate share of the common expenses and BL & LRO/Panchayet taxes on and from that date irrespective of when the PURCHASER/S will take actual delivery of the same.

This is further to be stated that the date of delivery of Schedule "B" mentioned property shall be treated as the date of communication from the end of the Developer and such date shall be fixed for initiation for payment of maintenance (common area maintenance), hereinafter referred to as the "CAM Charges" and the PURCHASER/S shall be liable for payment of such CAM Charges from the date of delivery and the actual date of possession of the Purchaser/s herein shall not be relevant in any way for debiting of and/or payment of CAM Charges.

- 11) The PURCHASER/S shall deposit the registration expenses i.e. stamp duty, registration fees, Advocate's fees and other incidental charges thereto to the Developer before the date of registration and the process of registration only shall be initiated by the Developer, not by the Purchaser/s.
- 12) The PURCHASER/S hereby covenants with the Vendor and Developer to do the following acts, deeds and things as from the date of delivery of the Flat(s) in terms of the herein below mentioned clauses:
- i) To co-operate with the Vendor/Developer in the management and maintenance of the common portions of the building.
- ii) To observe rules framed from time to time by the Vendor/Developer and upon its formation by the association for quiet and peaceful and beneficial enjoyment of the unit(s) and/or the common portions.
- iii) To allow the Vendor/Developer and its agents/workmen to enter into the unit(s) for carrying out emergency maintenance job, if required.
- iv) To pay proportionate share of the common expenses regularly and punctually and to pay likewise all outgoings and rates and taxes for the unit(s) wholly and for the land proportionately.



- v) To allow the developer to do the technical, architectural, principal, fundamental and/or other changes in respect of the project and/or building and/or unit(s) for the betterment of the property, without prior intimation to the PURCHASER/S and/or any confirmation is needed to the Developer from the end of the PURCHASER/S and/or any person appointed by the PURCHASER/S.
- 13) The PURCHASER/S shall not do any act, deed, thing, etc. whereby the development of the said premises is/are in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained.
- 14) For the purpose of acquiring the said flat(s) in the aforesaid building the PURCHASER/S will be entitled to apply for and obtain financial assistance from banks and/or financial institutions. In no event the Vendor shall be liable or assume any liability for such loan and/or grant of loan which will always be in terms of this agreement. In case of default of payment of financial assistance from the bank and/or financial institution, before the completion of sale, the PURCHASER/S shall be only liable and the said flat(s) shall not be the subjected to.
- 15) The Vendor and the Purchaser/s have entered into this agreement purely on principle to principle basis and nothing stated herein shall be deemed to constitute a partnership between the Vendor and the PURCHASER/S or to be construed as a joint venture or joint ventures between the Vendor and the PURCHASER/S nor shall be Vendor and the PURCHASER/S constitute an association of persons. Such party shall keep the other party duly indemnified from and against the same.
- 16) This is agreed by and between the parties that the PURCHASER/S cannot and/or does not nominate any person in the place of himself/themselves before the date of full payment made by the PURCHASER/S mentioned herein in accordance with the final bill raised by the Developer. After full payment made by the PURCHASER/S herein, the PURCHASER/S may apply before the Party of the Third Part for nomination at the time of registration of the Schedule "B" mentioned property and in such case the Party of the Third Part may exercise its discretionary capacity for approval of the same or not. But in every case of approval the PURCHASER/S shall have to bear the necessary charges and/or fees claimed and/or billed by the Party of the Third Part. This rule should be strictly followed by the parties. If any request comes from the PURCHASER/S on a written form to the Developer for such, same will be absolute discretion for the Developer and the Party of the Third Part shall have/has rights to impose charges for grant of permission for nominating and for which the PURCHASER/S never raise any objection and/or claim whatsoever.
- 17) In respect of date of delivery of the respective flat(s) by the Developer to the PURCHASER/S a fixed period of ____ months was/were allowed but another ____ months period shall be allowed by the PURCHASER/S to the Developer over and above the abovementioned ____ months for which the Developer shall not have/has to pay any penalty and/or damages. The penalty and/or damages shall be payable to the purchaser/s after ____ months from ____ day of _____, _____ by the Developer to the PURCHASER/S in case of failure of delivery of possession.
- 18) This is agreed by and between the parties that the final measurement of the respective flat(s) shall be decided at the time of actual possession only, which will be communicated by the Developer to the PURCHASER/S by issuing a written Intimation Certificate/Possession Certificate. The said measurement of the Architect's Certificate of the concerned flat(s) shall be binding upon all the parties and the PURCHASER/S shall not have/has any right of objection against the Architect's Certificate in respect of the measurement of the respective flat(s).
- 19) This is/are also agreed by and between the parties that in case of bounce of cheque of the PURCHASER/S, the Developer shall have/has right to charge Rs. ____/-



- plus applicable taxes for each event of bounce of cheque over and above the penalty and/or damages mentioned herein above in other clauses of the instant agreement.
- 20)** This is/are agreed by and between the parties that before taking possession of the respective flat(s) the PURCHASER/S shall have/has to clear all dues in respect of the said flat(s) as mentioned before and as raised by the Developer. Such shall be strictly followed by the parties.
- 21)** This is agreed by and between the parties that the first Phase, i.e. till _____ from the date of delivery, the maintenance of the said building shall only be done by the Developer and for such a fixed rate of maintenance charge @ Rs. _____/- per month shall be paid by the PURCHASER/S before taking possession of the respective flat(s) from the Developer. The date of delivery in such situation shall be the date of communication of completion by the Developer to the PURCHASER/S herein as mentioned hereinabove. Service Tax on Maintenance Charges is applicable as per rules & rates.
- 22)** This is further agreed by and between the parties that the PURCHASER/S shall have/has to bear the maintenance costs on advance for first phase, as mentioned hereinbefore which will be inclusive of the cost of maintenance contract of the Generator, water pump, the cost of fuel for the generator, common area electricity bill and the salary of the security & other maintenance staff etc. It is mandatory for the PURCHASER/S to bear all the above referred expenses in respect of the building. Further to be noted that the PURCHASER/S shall have to bear all necessary taxes imposed by the statutory authority over and above the fixed payable mentioned whatsoever and/or howsoever mentioned in the instant Agreement for Sale.
- 23)** This is agreed by and between the parties that the PURCHASER/S shall not have/has any right to build or rebuild and/or renovate and/or make any changes in the structure of the building as well as any common portion of the building and complex including the outer wall of schedule mentioned flat/flats. This is also agreed by and between the parties that the PURCHASER/S shall not have/has any right to build or rebuild and/or renovate and/or make any changes before the possession handed over to him/her/their by the third party. This is agreed by and between the parties that after taking possession of the schedule mentioned flat if the purchaser/s initiate any internal work for the schedule mentioned flat, he / she will follow all the rules and regulation framed by the third party and if required will apply for a written permission for doing the same according to the said rules and regulations stated hereinabove.
- 24)** This is agreed by and between the parties that the Club is not the part of the common area of the property. The Club is the exclusive property of the Developer and the Developer can decide anything according to his choice in respect of the Club. The said club is/are entitled to arrange for any promotional activities within the complex for which the PURCHASER/S shall never raise any objection.
- 25)** This is agreed by and between the parties that the Club membership shall be complementary to the Flat(s) Owners, which will be given by the Club in accordance with the General Terms and Conditions of the Club. The Club authority reserves its right to allow membership to the Flat(s) Owners of the Complex as well as to the distinguished personality of the Society, may be not the Flat(s) Owners, considering the terms and conditions as well as maintaining the spirit. The Club authority reserves its rights to cancel any membership for violation of terms and conditions of the Club. The Rules and Regulations of the Club shall be notified time to time after the official opening of the Complex, on the Notice Board displayed over the Club premises.



- 26) This is agreed by and between the parties that the PURCHASER/S shall have/has no right to commercially exploit him/her/their unit(s) except transfer of ownership by Registered Conveyance.
- 27) This is agreed by and between the parties that the Purchaser/s has/have to bear the charges of parking space according to the rate fixed by the Developer for parking of the car within the compound for life time.
- 28) This is agreed by and between the parties that the Purchaser/s has/have to bear the charges of the services provided by the club according to the bill raised by the club.
- 29) This is agreed by and between the parties that the Purchaser/s has/have to bear other charges for facilities provided by the Developer.
- 30) This is agreed by and between the parties that the Purchaser/s has/have to bear the minimum electricity charges for the period of long absence of the PURCHASER/S in the said complex and/or Flat(s).
- 31) This is agreed by and between the parties that the Developer reserves its rights to extend the services for the next phase of expansion of the project and in such situation the Purchaser/s has/have no right of objection.
- 32) This is agreed by and between the parties that in future the Developer reserves its rights to bring expansion project in the back of the complex and/or in both side of the complex according to him/her/their convenience which will be no way objected by the PURCHASER/S. In such case of the expansion project, the main gate, the exit gate, passages, entries and exits of the instant project shall be the part of the extension project. In such situation the PURCHASER/S shall never raise any objection.
- 33) This is agreed by and between the parties that the Purchaser/s has/have to bear the costs for individual electricity meter connection for his/her unit(s) which will be paid by the PURCHASER/S to the Developer after getting demand from the Developer and the said payment shall be made before taking possession of his/her unit(s) by the PURCHASER/S. Further more for obtaining extra load for individual meter the PURCHASER/S shall have/has to bear extra costs billed/demanded by the Developer.
- 34) This is also agreed by and between the parties that the developer shall provide one light and one fan point for the each respective flat/ flats in power back-up option which will be available only at the time of power cut only.
- 35) This is also to be mentioned that in case of housing loan payment, builder will raise demand letter for each completion of work (mentioned in the payment schedule) and customer will have/has to take the responsibility to release the payment from the bank and pay to the builder, in the same case builder will nowhere responsible for any delay payment from bank's end.
- 36) This is further agreed by and between the parties that after taking physical possession of the Schedule "B" mentioned property by the PURCAHSE/S, the rules and regulations already framed and/or to be framed shall be strictly followed by the PURCHASER/S herein in every respect whatsoever and/or howsoever including the use of services and/or internal job and/or work done by the PURCHASER/S in the respective unit(s) and/or within the complex.
- 37) This is agreed by and between the parties that, the developer reserved his right to keep garage spaces and/or shops/club in the ground floor or anywhere in accordance with the sanctioned plan of Zilla Parishad/Department of Panchayats



and Rurals Development, West Bengal /Competent Authority for which the intending purchasers shall never raise any claim and the proposed multistoried buildings will be constructed on the amalgamated plot of land if necessary which will be decided by the Developer on his own without any interference of the Land Owners and/or the intending purchasers.

- 38) This is further agreed by and between the parties that the said construction is an extension of the continuing Project **"PANTHANIWAS SHANTINIKETAN"** and as such amalgamation of lands with the abovementioned Project would normally take place in accordance with the law.
- 39) This is further agreed by and between the parties that the parking spaces, gates for ingress and egress, all common areas required for the enjoyment, maintenance and management of the proposed Project or any part thereof shall be in common with the adjacent and/or continuing Project, **"PANTHANIWAS SHANTINIKETAN"**.
- 40) This is further agreed by and between the parties that all common amenities and facilities provided at the adjacent and/or continuing Project, **"PANTHANIWAS SHANTINIKETAN"**, shall also be provided for the enjoyment of the proposed Project or any part thereof.
- 41) This is agreed by and between the parties that the proposed construction on the said property is nothing but a continuation of the project under the name and style of **"PANTHANIWAS SHANTINIKETAN"**.

THE DEVELOPER DOETH HEREBY COVENANT WITH THE PURCHASER/S as follows:-

1. On fulfillment of the conditions on the part of the PURCHASER/S as stated hereinabove, the Developer shall observe its covenants under this agreement at the earliest and handover the flat(s)/unit(s) earmarked for the PURCHASER/S after receiving the full and final payment of the total consideration money along with extra job bill, if payable, and maintenance charge in advance for the above stated period including all the security deposits for individual electric meter and other payables to the Government or to the builders etc.

THE PURCHASER/S DOETH HEREBY COVENANT WITH THE VENDOR AND THE DEVELOPER as follows:-

1. So long as the flats of the building together with the proportionate share of land shall not be separately assessed, the said PURCHASER/S shall pay from the date of execution of the Deed of Conveyance, and/or possession taken by the PURCHASER/S whichever date is/are earlier the proportionate share of BL & LRO /Panchayet Taxes as per area of the said flat(s) purchased by the PURCHASER/S with other flat(s) owners jointly.
2. The said PURCHASER/S shall not make any such construction and/or structural alteration of the outer portion of the building causing any damages to other owners of complex & the building also.
3. After the full and final payment of the entire consideration money and the registration of the Deed of Conveyance, the PURCHASER/S shall have/has full rights and authority to sell and/or mortgage of their flat(s) or any part thereof provided the transferee shall be agreed in writing to observe and perform the covenants herein stated.
4. After taking delivery of peaceful vacant possession of the said flat(s)/unit(s), the PURCHASER/S shall obey all rules and regulation of the said complex.

5. The PURCHASER/S shall not use or caused to be used the said flat(s) or any part thereof in such manner which may likely to cause nuisance or annoyance to the occupants of other flat(s) of the said building or to the owners or occupiers of the adjoining or neighboring properties nor shall use the same for any illegal or immoral purposes.
6. The said PURCHASER/S shall not bring, keep or store in or any part of the said flat(s) inflammable or combustible substances or articles of things likely to injury, damage or prejudicially affect the said flat(s) or any part thereof, except, cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose.
7. That the Purchaser/s herein shall maintain all terms and conditions of the instant Agreement for Sale and in case of failure of such, the Developer and/or Land Owner shall have full right to take steps in accordance with law.
8. That the Vendor shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Vendor to be performed and observed if it is prevented by any of the conditions herein below:-
 - (i) Fire
 - (ii) Natural Calamity
 - (iii) Tempest
 - (iv) Abnormal increase in the price of building materials.
 - (v) Labour unrest
 - (vi) Local Problem and/or Local Disturbance
 - (vii) Any prohibitory order from the court, Panchayat/Municipality/statutory body and other authorities
 - (viii) Any other unavoidable circumstances beyond control of the Vendor.
9. If any dispute or difference arises between the parties, same shall be referred to Mr. Debasish Roy Chowdhury, Advocate, High Court, Calcutta of 8, Old Post Office Street, Ground Floor, Kolkata-700001, as per the provisions of the Arbitration and Conciliation Act, 1996, (as amended), and his decision shall be final and binding upon all the parties. The venue will be decided by the said arbitrator. The proceedings of the arbitration shall be conducted in English and shall be construed as domestic arbitration under the applicable laws.

SCHEDULE 'A' ABOVE REFERRED TO

1. **All That** piece and parcel of 25 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, R.S. & L.R. Dag No. 607, R.S. Khatian No. 226 corresponding to L.R. Khatian Nos. 111 and 151, present L.R. Khatian No. 827, within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchyat, ADSR Bolpur, DSR Suri and District Birbhum, hereinafter referred to as "**LOT - A**".
2. **All That** piece and parcel of 20 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, R.S. and L.R. Dag No. 606, L.R. Khatian No. 998, present L.R. Khatian No. 1213 and 1094, within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum, hereinafter referred to as "**LOT - B**".
3. **All That** piece and parcel of 84 decimals more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian Nos. 1111, 1109, 1117, 1115, 1114, 1108, 1113, 1112, 1119, 1053, 1118 and 1110, within the jurisdiction of Illambazar Police Station, within the limits of Illambazar Gram Panchayet, ADSR Bolpur, DSR Suri and District - Birbhum, hereinafter referred to as "**LOT - C**", the details of which are given below:-



- (i) **All That** piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1116, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (ii) **All That** piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1111, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (iii) **All That** piece and parcel of 7 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1109, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (iv) **All That** piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1117, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (v) **All That** piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1115, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (vi) **All That** piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1114, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (vii) **All That** piece and parcel of 7 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1108, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (viii) **All That** piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1113, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (ix) **All That** piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1112, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (x) **All That** piece and parcel of 6 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1119, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.



- (xi) **All That** piece and parcel of 21 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1053, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (xii) **All That** piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1118, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (xiii) **All That** piece and parcel of 7 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1110, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
4. **All That** piece and parcel of 18 decimals more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, within the jurisdiction of Illambazar Police Station, within the limits of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District - Birbhum. hereinafter referred to as "**LOT - D**", the details of which are given below:-
- (i) **All That** piece and parcel of 4.50 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (ii) **All That** piece and parcel of 4.50 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (iii) **All That** piece and parcel of 0.5 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (iv) **All That** piece and parcel of 4.50 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (v) **All That** piece and parcel of 4 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- All the above referred piece and parcel of land are lying and situate within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and totaling ("**LOT - A**" + "**LOT - B**" + "**LOT - C**") to an area of 147 Decimals "**BASTU**" Land, lying and situated in Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606 (38 Decimals), L.R.



Dag No. 607 (25 Decimals), L.R. Dag No. 605/1147 (84 Decimals), Present L.R. Khatian No. 1094, 1213, 827, 1150 Respectively.

On the North: Black Top Road (KabiJaydevRoad)
 On the South: Vacant Land
 On the East: Black Top Road (Panchayet Road)
 On the West: Panthaniwas Shantiniketn (existing buildings)

SCHEDULE 'B' ABOVE REFERRED TO
(DESCRIPTION OF THE PURCHASER'S FLAT)

ALL THAT piece and parcel of one self contained residential flat admeasuring Built Up area of ____ sq. ft (____ sq. ft. more or less super built up area of the flat including proportionate share of common areas), on ____ Floor, Block No. ____, being Flat No. ____ of the multistoried building constructed on the Schedule-A mentioned property consisting of ____ bedroom, ____ multipurpose room with open pantry, ____ toilet and ____ balcony along and having ____ flooring with proportionate share of land and all fittings and fixtures and all rights in all common services, passages and common facilities of the building together with easement rights as mentioned in the Schedule 'C'. The Property is on road (40 ft. wide) and no other facility except club and lift.

SCHEDULE 'C' ABOVE REFERRED TO
(COMMON RIGHTS)

1. All stair-case on all the floors of the said building.
2. Common passage including main entrance on the Ground Floor leading to all floors and also leading to the vacant roof.
3. All common spaces together with common land with all right, liberties, easements and privileges and appendages and appurtenances as enjoyed by the Co-owners.
4. Water pump, overhead water tank and water supply line, Municipality water line and connection, reservoir.
5. Vacant roof.
6. Electricity service and electricity main line wiring and electrical lightings.
7. Drainage and sewerage, septic tank and other common spaces of the Ground Floor.
8. Walls of the flat(s) and main structure of the building.
9. Boundary walls and main gate (the main gate /exit gate with the common area/roads stretched from the main gate to the extension of the project shall be common for the existing and extended project).
10. Such other common parts, like equipments installation, fixtures and fittings and spaces in or about the said building.
11. Vacant space of the premises (excluding the area of the club).

SCHEDULE 'D' ABOVE REFERRED TO
(COMMON EXPENSES TOWARDS PROPORTIONATE
AREA OF OWNERSHIP)

1. All costs of maintenance, operating, replacing, white washing, coloring rebuilding, re-constructing, repairing and lighting the common parts, roof and also the other walls of the said building. All other items stated hereinbefore also should be treated as the cost of common maintenance excluding Club property as sanctioned separately.
2. All charges and deposits for supplies of common utilities.
3. Proportionate share of the Panchayat/Municipal taxes and other outgoings save those are separately assessed on the respective Block.
4. Costs and charges of establishment for maintenance of the said building.
5. All litigation expenses for protecting the tile of the land and building.



SCHEDULE 'E' ABOVE REFERRED TO
(SCOPE OF WORKS & AMENITIES INSIDE THE FLAT(S))

Structure

Earthquake resistant RCC framed construction with infill brick walls.

Internal Walls

Cement plastering overlaid with smooth, impressive plaster-of-paris.

Doors

Doors with Malaysian shall wood frame with good quality flash door with elegant fittings .

Windows

Anodised aluminum window with clear glass fittings .

Flooring

Vitrified floor

Pantry

Mat finish Ceramic tile flooring , Counter top Granite with steel sink. Dado ceramic tiles up to a height of 2 feet from the counter top.

Sanitary Ware

White high quality porcelain fittings of reputed make. Chromium plated fitting of good quality with ISI mark.

Toilet

Hot & Cold toilet, Mat finish ceramic tile flooring. Dado ceramic tiles up to a height of door top.

Electricals

Superior quality concealed copper wiring with the best standard piano type switches and miniature circuit breakers . AC & Geyser & 15 Amp. power point shall be provided as per requirement .

Lift

Best in class brand semi automatic .

Water

Uninterrupted water supply.

Exterior

Latest waterproof non-fading exterior finish of the highest quality.

Stair & Lobby

Cemented flooring with MS railing

IN WITNESS WHEREOF the parties hereunto have/has signed sealed and delivered these presents on the day, month and year first above written.

Signed, Sealed and Delivered
 At Kolkata in presence of:



1.

SIGNATURE OF THE LAND OWNERS
PAN BKVPP6413Q
PAN AJLPP6658F

2.

SIGNATURE OF THE DEVELOPER/SELLER
PAN AJLPP6658F

SIGNATURE OF THE PURCHASERS
PAN _____
PAN _____

Drafted by:

Tathagata Ray
LLB (Leeds, UK)
Advocate
High Court, Calcutta
35A, Old Ballygunge First Lane,
Kolkata - 700019
WB/636/1998



MEMO OF CONSIDERATION

DATED THIS THE DAY OF 2020

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BETWEEN

NARAYAN CHANDRA PAUL
PAN BKVPP6413Q

MANAB PAUL
PAN AJLPP6658F

..... LAND OWNERS

AND

PAN _____

&

PAN _____

..... PURCHASERS

AND

M/S. SREE BALAJI

..... DEVELOPER/SELLER

DEED OF CONVEYANCE

PANTHANIWAS

PHASE IV

Block No. __, Flat No. __, Floor No. __

DEBASISH ROY CHOWDHURY

Advocate

8, Old Post Office Street,

Ground Floor,

Kolkata - 700 001

Ph: 033 2242 8649

