

ANNEXURE - A
RULE - 9

AGREEMENT FOR SALE

THIS AGREEMENT for sale is made on this the day of

. July (Two Thousand Nineteen)A.D., 2019

BETWEEN

1) SRI PULIN BEHARI PAUL, (Pan No AGFPP0895H) Son of Late Krishna Kumar Paul, by Occupation - Business, No **2) SRI SAMIR BARAN PAUL**,(PAN No AFLPP4059E) Son of Late Dinabandhu Paul, by Occupation - Retired, **3) SMT. MADHABI PAUL** (PAN No. AEPPP5418Q)W/O PulinBihari Paul By Occupation- House wife all are by faith - Hindu, by Nationality - Indian, all are residing at 2 No. Debigarh, PO. & P.S.- Madhyamgram, District - North 24 Parganas, Kolkata - 700129, hereinafter referred to as the **OWNERS /OWNERS** (which in term or expression

unless excluded by or repugnant to the context shall mean or include their legal heirs, executors, administrators, representatives and assigns) of the FIRST PART.

AND

"M/S. JAY MATADI CONSTRUCTION" a proprietorship firm having its registered Office at 2 No. Debigarh, P.O. & PS- Madhyamgram, District - North 24 Parganas, Kolkata-700129, West Bengal represented by its sole proprietor (1) **SRI BISWAJIT MITRA**, (having PAN - AFAPM6742G), Son of Late Nagendra Nath Mitra, by Nationality- Indian, by faith- Hindu, by occupation- Business, residing at 2 No. Debigarh, 3rd Sarani, PO & P.S Madhyamgram, District - North 24 Parganas, Kolkata - 700 129, hereinafter referred to as the **DEVELOPER/ CONFIRMING PARTY** (which in term or expression unless excluded by or repugnant to the context shall mean or include its/his legal heirs, executors, administrators, representatives and assigns) **ON THE SECOND PART.**

AND

S/O

And

D/O

W/O

residing at

by faith – Hindu, by Nationality –

Indian, by occupation –No.1 and No. 2 - , hereinafter referred to as the **"PURCHASERS"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her respective heirs, executors, administrators, representatives and assigns) of the **THIRD/ OTHER PART**

WHEREAS the Owner/Owners hereof for all times heretofore have been seized and possessed of all that the piece and parcel of **"BASTU"** land to the extent of 21(Twenty One) cottah 14 (Fourteen) Chittacks 23 (Twenty Three) square feet, comprised in R.S. Dag nos.- 138, 146, 147, 145/863, and 144/862, under R.S. Khatian Nos.-56, 57,236,237, 238,239, 240,241,242, 243,244, 489 within MOUZA- CHAKRAGHATA, JL. No.- 26, Re.Su. No.- 164, Touzi - 146, within the local limits of Madhyamgram Municipality, under ward No.-07(Old), 22 (New), Amalgamated Holding No.- 700 , Debigarh Road, PS - Madhyamgram, A.D.S.R.O. - Barasat, District - North 24 Parganas more fully described in the Schedule -"A" appearing hereinafter together with all rights, easement. swears, appurtenance etc. in the prime object of this indenture.

AND WHEREAS the present owner no -1 namely Sri Pulin Behari Paul, got the Bastu land measuring an area undivided 05 (Five) Cottahs 07 (Seven) Chittacks 26 (Twenty six) Square feet from his full blooded sister (a) **Smt. Ashalata Paul** wife of Late Dwijendra Kumar Paul, residing at 464/1. 81 Elias Road, P.O.- Kamarhati, PS-Khardah, Kolkata - 700058, (b) **Smt. Gita Paul**, Wife of Late Sachi Nandan Paul, residing at P.B. Ghat Road, P.O.- Kamarhati, PS.- Khardah, Kolkata - 700058, (C) **Smt. Anju Das**, Wife of Sri Amrita Lal Das, residing at Abdul Juri Hat, Mouri Gram, District - Howrah, and (d) **Smt. Ranju Paul**, Wife of Sri Prabir Paul residing at

70/B, Sovabazar, Sovabazar Street, Kolkata - 700008, vide a Registered Deed of Gift in Bengali, **being No.- 4971**, dated 26/10/2009, which was recorded in Book No.- I, CD Volume No.- 11, within pages 2176 to 2207 registered in the office of the A.D.S.R.O Barasat and the present owner No.-1 got the Bastu land measuring an area of Undivided 01 (One) Cottah 05 (Five) Chittacks 40 (Forty) Square feet by way of inheritance totalling 06 (Six) Cottahs 13 (Thirteen) Chittacks 21 (Twenty one) Square feet in RS Dag No.- 138, under RS. Khatian No.- 57, within Mouza - Chakraghata, J.L. No. 26, Re. Su. No.- 164, Touzi No.- 146, Pargana- Anowarpur, PS & AD.S.RO. - Barasat, at present PS.- Madhyamgram, District - North 24 Parganas, and mutated/his name in the local municipality and B.L. & L.RO. and by paying rent and taxes to the competent authority regularly and is in peaceful possession over the schedule property which is free from all encumbrances.

AND WHEREAS the present owner no .-3 namely Smt. Madhabi Paul, got a plot of Bastu land measuring an area undivided 3 (Cottah) 2 Chittacks 30 (Thirty) Square feet out of 6 Cottah 13 Chhatak 21 sq.ft. from her husband namely Pulin Behari Paul, vide a Registered Deed of Gift in Bengali, being No.- 150302467, dated 12/04/2018, which was recorded in Book No.- I, Volume No.- 1503-2018, within pages 76379 to 76405 registered in the office of the A.DSR. Barasat in RS. Dag No.- 138, under RS. Khatian No.- 57, within Mouza - Chakraghata, J.L. No.- 26, Re.Su. No.- 164, Touzi No.- 146, Pargana- Anowarpur, PS & A.D.S.RO. - Barasat, at present P.S.- Madhyamgram, District - North 24 Parganas, which land was gifted to the Pulin Behari Paul by his three sisters namely (a) Smt. Ashalata Paul wife of Late Dwijendra Kumar Paul, (b) Smt. Gita Paul, Wife of Late Sachi Nandan Paul, (C) Smt. Anju Das, Wife of Sri Amrita Lal Das Vide Deed of gift no 4971 in the year 2009 and the land was mutated his name in the local municipality and B.L. &L.RO and by paying rent and taxes to the competent authority regularly and is in peaceful possession over the schedule property which is free from all encumbrances . She mutated her name at the Madhyamgram municipality in the holding no vide 633/1 Debigarh Rd.

AND WHEREAS the present owner no .-1 namely Sri Pulin Behari Paul, got the another plot of Bastu land measuring an area undivided 12 (Twelve) Chittacks 36 (Thirty six) Square feet from his full blooded sisters (a) Smt. Ashalata Paul Wife Late Dwijendra Kumar Paul, (b) Smt. Gita Paul. Wife of Late Sachi Nandan Paul, (C) Smt. Anju Das, Wife of Sri Amrita Lal Das, and (d) Smt. Ranju Paul, Wife of Sri Prabir Paul, vide a Registered Deed of Gift in Bengali, **being No.- 4962**, dated 26/10/2009, which was recorded in Book No.- I, C.D. Volume No.- 11, within pages 2033 to 2054-registered in the office of the A.DSR. Barasat and the present owner No.-1 got the Bastu land measuring an area of undivided 03 (Three) Chittacks 09 (Nine) Square feet by way of inheritance totalling 01 (One) Cottahs in RS. Dag No.- 146, under RS. Khatian No.- 489, within Mouza - Chakraghata, J.L. No.- 26, Re.Su. No.- 164, Touzi No.- 146, Pargana- Anowarpur, PS & A.D.S.RO. - Barasat, at present P.S.-Madhyamgram, District - North 24 Parganas, and mutated his name in the local municipality and B.L. &L.RO. and by paying rent and taxes to the

competent authority regularly and is in peaceful possession over the schedule property which is free from all encumbrances .

AND WHEREAS the present owner no .-1 namely Sri Pulin Behari Paul, got the another plot of Bastu land measuring an area undivided 02 (Two) Cottahs 03 (Three) Chittacks 19 (Nineteen) Square feet from his full blooded sisters (1) **Smt. Ashalata Paul** wife of Late Dwijendra Kumar Paul, (b) **Smt. Gita Paul**. Wife of Late Sachi Nandan Paul. (C) **Smt. Anju Das**, Wife of Sri Amrita Lal Das, and (d) **Smt. Ranju Paul**, Wife of Sri Prabir Paul, vide a Registered Deed of Gift in Bengali, **being No.-4964**, dated 26/10/2009, which was recorded in Book No.- I, C.D. Volume No.- 1 , within pages 2071 to 2096 registered in the office of the A.D.S.R. Barasat and the present owner no.-1 got the Bastu land measuring an area of 08 (Eight) Chittacks 38 (Thirty eight) Square feet by way of inheritance totalling **02 (Two) Cottahs 12(Twelve) Chittacks 12(Twelve) Square feet** in R.S. Dag No.- 147, under RS. Khatian No.- 243, 238, 239, 240, 241, 242 and 244 within Mouza - Chakraghata, J.L. No.- 26, Re.Su. No.- 164, Touzi No.- 146, Pargana- Anowarpur, PS. & A.D.S.R.O. - Barasat, at present p.s.- Madhyamgram, District - North 24 Parganas, and mutated his name in the local municipality and B.L. &L.R.O. and by paying rent and taxes to the competent authority regularly and is in peaceful possession over the schedule property which is free from all encumbrances.

AND WHEREAS the present owner no .-1 namely Sri Pulin Behari Paul, got the Bastu land measuring an area undivided 02 (Two) Cottahs 03 (Three) Chittacks 19 (Nineteen) Square feet from his full blooded sisters (a) **Smt. Ashalata Paul** wife of Late Dwijendra Kumar Paul, (b) **Smt. Gita Paul**, Wife of Late Sachi Nandan Paul, (c) **Smt. Anju Das**, Wife of Sri Amrita Lal Das, and (d) **Smt. Ranju Paul**, Wife of Sri Prabir Paul, vide a Registered Deed of Gift in Bengali, **being No 5000**, dated 27/10/2009 which was recorded in Book No.- I, CD. Volume No.- 11. within pages 2666 to 2683 Registered in the office of the A.D.S.R. Barasat and the present owner no. 1 got the Bastu land measuring an area of undivided 01 (One) Cottahs 07 (Seven) Chittacks 03 (Three) Square feet by way of inheritance totalling **07 (Seven) Cottahs 03(Three) Chittacks 15 (Fifteen) Square feet** in R.S. Dag No.- 147. under R.S. Khatian No.- 238, 239, 240, 241, 242,243 and 244 within Mouza - Chakraghata, J.L. No.- 26, Re.Su. No.- 164, Touzi No.- 146, Pargana- Anowarpur, P.S. & A.D.S.R.O. - Barasat, at present PS- Madhyamgram, District - North 24 Parganas, and mutated his name in the local municipality and B.L. &L.R.O. and by paying rent and taxes to the competent authority regularly and is in peaceful possession over the schedule property which is free from all encumbrances.

AND WHEREAS the present owner no .-1 namely Sri Pulin Behari Paul, got the another plot of land measuring an area of undivided 04 (Four) Cottahs 12 (Twelve) Chittacks 22 (Twenty two) Square feet from his full blooded sisters (a) **Smt. Ashalata Paul** wife of Late Dwijendra Kumar Paul. (b) **Smt. Gita Paul**, Wife of Late Sachi Nandan Paul, (c) **Smt. Anju Das**, Wife of Sri Amrita Lal Das, and (d) **Smt. Ranju Paul**, Wife of Sri Prabir Paul. vide a Registered Deed of Gift in Bengali, **being No.- 4999**, dated 27/10/2009, which was recorded in Book No.- I, CD. Volume

No.- 11, within pages 2648 to 2665 registered in the office of the A.D.S.R Barasat and the present owner no. 1 got the Doba land measuring an area of undivided **05 (One) Cottahs 15 (Three) Chittacks 27 (Five) Square feet** by way of inheritance totalling **05 (Five) Cottahs 15(Fifteen) Chittacks 27 (Twenty seven) Square feet** in RS. Dag No.-147, under R.S. Khatian No.- 238, 239, 240, 241, 242,243 and 244 within Mouza -Chakraghata, J.L. No.- 26, Re.Su. No.- 164, Touzi No.- 146, Pargana- Anowarpur, PS & A.D.S.R.O. - Barasat. at present PS-Madhyamgram, District - North 24 Parganas and mutated his name in the local municipality and B.L. &L.R.O. and by paying rent and taxes to the competent authority regularly and is in peaceful possession over the schedule property which is free from all encumbrances.

AND WHEREAS the present owner no .-2 namely Sri Samir Baran Paul, purchased the Bastu land measuring an area of **08 (Eight) Chittacks 42 (Forty two) Square feet** in RS. Dag No.- 144/862, under RS. Khatian No.- 240 and land measuring an area of **15 (Fifteen) Chittacks 36 (Thirty six) square feet** in RS. Dag No.- 145/863, under RS. Khatian No.- 56, totalling **01 (One) Cottahs 08 (Eight) Chittacks 33 (Thirty three) Square feet** within Mouza - Chakraghata, J.L. No.- 26, Re.Su. No.- 164, Touzi No.-146, Pargana- Anowarpur, P.S. & A.D.S.R.O. - Barasat, at present P.S.-. Madhyamgram, District - North 24 Parganas, vide a Registered Deed of Sale in Bengali, being No.- 5049, dated 16/12/1996, which was recorded in Book No.- I, Volume No.- 84, within pages 207 to 216 registered in the office of the A.D.S.R. Barasat from (a) Smt. Kanak Lata Das wife of Late Suresh Chandra Das, (b) Miss Tinku Das, D/o- Late Suresh Chandra Das, (C) Sri Dipankar Das, Son of Late Suresh Chandra Das, (d) Smt. Manju Dutta (Das), wife of Sri Ashoke Dutta, (e) Smt. Sanju Bhadra (Das), wife of Shri Ashit Bhadra and (f) Smt. Swapna Chowdhury (Das), Wife of Shri Dipen Chowdhury and mutated his name in the local municipality and B.L. &L.R.O. and by paying rent and taxes to the competent authority regularly and is in peaceful possession over the schedule property which is free from all Encumbrances.

AND WHEREAS the present owner no .-2 namely Sri Samir Baran Paul, purchased the Bastu land measuring an area of **126 Square feet equivalent to 02 Chittacks 36 Square feet** in R.S. Dag No.- 147, under R.S. Khatian No.- 240 and land measuring an area of **50 square feet equivalent to 01 Chittack 05 Square feet** in R.S. Dag No.- 147/1117, under R.S. Khatian No.- 56, totalling **176 Square feet equivalent to 03 Chittacks 41 Square feet** within Mouza - Chakraghata, J.L. No.- 26, Re.Su. No.- 164, Touzi No.- 146, Pargana- Anowarpur, P.S. & A.D.S.R.O. - Barasat, at present PS.- Madhyamgram, District - North 24 Parganas, vide a Registered Deed of Sale in Bengali, being No.- 968, dated 12/03/1998, which was recorded in Book No.- I, Volume No.- 20, within pages 323 to 330 registered in the office of the A.D.S.R. Barasat from (a) Smt. Kanak Lata Das wife of Late Suresh Chandra Das and (b) Shri Dipankar Das, Son of Late Suresh Chandra Das and mutated his name within the local Municipality and B.L. & L.R.O. and by paying rent and taxes to the competent authority regularly and is in peaceful possession over the schedule property which is free from all encumbrances.

THUS the land owner No. 1. **SRI PULIN BEHARI PAUL** herein became the absolute owner of the land measuring about **18 cottah 11 chittaks 38 sq.ft.** specified in the schedule: A hereunder Which is mutated in the L R Khatian No 939, LR Dag No. 1904, and the land owner No. 2. **SRI SAMIR BARAN PAUL** herein became the absolute owner of land measuring about **01 Cottahs 12 Chittaks 29 sq.ft.** specified in the schedule: B Which is mutated in the L R Khatian No 900, LR Dag No. 1883 here in written, 3 **SMT. MADHABI PAUL** herein became the absolute owner of land measuring about **03 Cottahs 02 Chittaks 30 Sq.ft.** specified in the schedule: C hereunder written in total the land owners herein is the absolute owners of land measuring about **21 cottah 14 chittaks 23 sq.ft.** Which are amalgamated in new holding No 700, Debigarh Rd. vide certificate no LT No. MM/ASS/AM/00115/0201/2018-19 and the sanction site plan no. 27/09/2018 SP/A No. 31/MM/2018-19 and while being in peaceful use and occupation of, on and over the same, intended to construct a multi storied building over the property under instant agreement scheduled hereunder invited and offered the Second Part/Developers; who are the renowned developers having experiences of construction of multistoried building etc.

AND WHEREAS one registered Development Agreements were executed by and between the Owners herein and with the Developer herein namely "**M/S. JAY MATADI CONSTRUCTION**" a proprietorship firm having its registered Office at 2 No. Debigarh, P.O. & PS- Madhyamgram, District - North 24 Parganas, Kolkata-700129, West Bengal represented by its sole proprietor **(1) SRI BISWAJIT MITRA**, Son of Late Nagendra Nath Mitra, by Nationality- Indian, by faith- Hindu, by occupation- Business, residing at 2 No. Debigarh, 3rd Sarani, PO & P.S Madhyamgram, District - North 24 Parganas, Kolkata - 700 129 which was registered at ADSR Barasat recorded in Book -1, Volume No 1503-2019 Pages from 59737-58980 deed no 1500301358 for the year 2019 dated 01/03/2019 and the owners herein also executed Registered Development Power of Attorney, being No1500301383, dated 05/03/2019 , registered before the office of A.D. S. R at Barasat, and copied in Book No. – I, Volume No.- 1503-2019, pages from 58806-58858 in favour of the developer herein to carry on all necessary work on his behalf including enter into agreement for sale with any intending purchasers/s and to execute Deed of Conveyance in favour of the intending purchasers/s by the strength of the said Development Agreement, general power of attorney as well as to do all the work of construction, to enter into an agreement for sale and to sign in all agreement, deeds etc. in their name and on their behalf and other terms and condition as mentioned in the said Development agreement and General power of attorney .

AND WHEREAS the developer herein as per the terms & conditions of the said development agreements submitted a building plan on behalf of the owners and sanctioned the same from the Madhyamgram Municipality, vide Plan No. Com/116/MM/2018-2019 , dated 07/02/2019 in respect of Phase -1.

AND WHEREAS in pursuance of the said plan sanctioned by the Madhyamgram Municipality the Vendor/ Developer duly started the construction fully mentioned in the First Schedule

hereunder written and has provided a flat No on the Floor, carpet area about sq. ft. more or less on the Side in Block-A which is under construction of the G + 4 storied building (herein after referred to as the said Flat) for Sale to the intending purchasers from the developers allocation wherein the owner and Developer will execute the Deed of Conveyance and also the Agreement for Sale who will be entered into the Agreement for sale for the purchase of the said Flat in the said building.

AND WHEREAS the purchasers herein relying on the representation of the Owners and the Developers as stated herein has agreed to purchase

which is under construction of the G + 4 storied building (herein after referred to as the said Flat) at or for the price of Rs. per. Sq.ft. total of Rs. only. (The total price will be finalized after proper measurement.) Besides this the GST of Rs. (As per Govt. rules it may be changed), Transformer Cost Rs. and Collapsible gate of RS. which to be paid before registration as extra.

NOW THIS DEED OF AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY THE PARTIES HERETO AS FOLLOWS;

That the Owners and the Developer will sell and the Purchasers shall purchase a flat No on the Floor, carpet area about sq. ft. more or less on the Side in Block-A of the G + 4 storied building fully mentioned in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said Flat along with undivided proportionate impartible share or interest in the land underneath the said building together with ail easement rights over all the common parts and portions In the said building and premises fully mentioned in the FOURTH SCHEDULE hereunder written at a total consideration of Rs.

only. It is pertinent to mention that if any circular shall be published by the Government that all Flat shall be sold by way of measuring carpet area in that case super built up area of above referred Flat shall be converted in to carpet area and rate of the said Flat per square feet shall be calculated above referred total consideration money divided by carpet area of the said flat.

1. That out of the said total consideration the Purchasers has paid as earnest money a sum of Rs. - only by Partly Cheque as part of the total consideration and the Vendor/Developer do hereby admit and acknowledge the receipt of the said sum, The balance amount of the sale consideration amounting to Rs. - only shall be paid by the Purchasers strictly as per schedule VI from this date hereunder written.

2. That if the Purchasers fails and/or neglects to pay the balance amount within the time and in the manner as aforesaid on that event the Vendor/ Developer will be at liberty to cancel this Agreement and sell the said Flat to any third party without intimating the Purchasers and the

earnest money paid by the Purchasers to the Vendor/ Developer, shall be refunded at the time of registration of the said Flat to the third party and upon such cancellation of Agreement the Purchasers shall have no right or vesting interest left over the said Flat and further shall have no right left to take any legal action against the Vendor/Dev.

3.. That the Purchasers on purchasing the Flat shall be entitled to sale, mortgage, lease, subject to the terms and conditions contained herein without the consent of the other co-owners of the said premises who may have acquired before and who may hereafter acquire any right, title or interest similar to the Purchasers. Be it clarified that under no circumstances the Vendor/ Developer shall be liable to handover possession and/or cause registration of the said Flat to the Purchasers until all payment shall be made by the Purchasers in time and in the manner as mentioned hereinabove. The construction as well as Sale of the Flat shall be completed by 30 months from the date execution of Agreement for Sale, if fail the developer will return the earnest money without interest. But the purchaser will be bound to pay the amount as per sixth schedule.

4. The Purchasers has prior to the execution of this Agreement taken inspection of the sanctioned Building plan, and all other relevant documents on title to the said property and have satisfied and have accepted the title of the Developer and the Owners in respect of the said property and/or the building and agreed not to question the same and/or put any requisition henceforth with regard thereto in respect of either parties interest.

5. The Purchasers not to do anything whereby the Co-Purchasers/ purchasers of the other portion of the building will be obstructed or prevented from quiet and exclusive enjoyment of their respective possession.

6. Once possession of the said Flat is handed over by the Vendor/Developer to the Purchasers, the Purchasers shall not be entitled to raise any objection as regards the quality of workmanship of the materials used for construction of the said flat and the building or any other matter in connection thereto nor anything with regard to the said fiat nor shall they make any claim in this behalf. It is hereby expressly agreed that the decision of the Architect of the Vendor/Developer of the said building as regard to the above i.e. Material, elevation specification and revision shall be final conclusive and binding upon the Purchasers.

7. The GST will be applicable as per guide line of the Govt. and the developer will collect the amount from the purchaser subject to the developer will be bound to deposit the said amount to the Govt.

8. The purchaser shall have to pay of Rs. 30,000/- to the developer for the installation of Transformer before the registration.

9. The purchaser shall have to pay of Rs. 11,000/- to the developer for the Collapsible gate of the main door before the registration.

10. No purchaser will change the any colour of balcony and ornamental grill, outside colour, outside elevation.

AMALGAMATED SCHEDULE OF THE PROPERTY

(SRI PULIN BEHARI PAUL , SMT. MADHABI PAUL & SRI SAMIR BARAN PAUL)

All that piece and parcel of Bastu land measuring 19 cottah 2 chittaks 3 sq.ft out of 21 cottah 14 chittaks 23 sq.ft (including water body measuring 2 cottah 12 chittaks 20 sq.ft) be the same a little more or less along with G+4 Storied Building in the name and style “ **KRISHNA KUNJA**” lying and situated under MOUZA- CHAKRAGHATA, JL. No.- 26, Re.Su. No.- 164, Touzi - 146, comprised in R.S. Dag nos.-, under R.S. Khatian Nos. 56, 57,236,237, 238, 239, 240,241,242, 243,244, 489 R.S. Dag nos.- 138, 146, 147, 147/1117,144/862, 145/863, LR Khatian no 939, 900 LR Dag no 1904,1883 within the local limits of Madhyamgram Municipality, under ward No.-07(Old), 22 (New), amalgamated Holding No.- 700 , Debigarh Road, PS - Madhyamgram, A.D.S.R.O. - Barasat, District - North 24 Parganas Which is butted and Bounded by:

North : 10ft wide Municipal Rd & H/O Anjan Har Choudhury ,Dipankar Das & Others
South : H/O Lt. Kshetramohon Saha, Dilip Das , Arup Sengupta & Others
East : 18 Wide Municipal Rd & H/O Nabakumar Das & Othres
West : H/O Rita Biswas & others and existing building of Pulin Behari Paul, Mr. Halder Dipankar Das

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a self- contained tiles or marble flooring residential a flat No on the Floor, carpet area about sq. ft. more or less on the Side in Block-A along with Lift Facility Consisting Bed Room, balcony, Dining cum Drawing, Toilet, which is under construction of the G + 4 storied building within the limits Madhyamgram Municipality, under ward No.-07(Old), 22 (New), amalgamated Holding No.- 700 , Debigarh Road, PS - Madhyamgram, A.D.S.R.O. - Barasat, District - North 24 Parganas, together with the undivided proportionate share, right, title, interest, possession of the said land underneath along with undivided proportionate share and right of all common facilities and common amenities belonging to the said building as well as belonging to the said Premises including all easement rights and all rights of ingress and egress, at the said schedule property of the said building including roof right hereby agreed to sell and transfer by the Owners/Developer/ Confirming Parties to the Purchasers.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Cost of maintenance of common service & facilities)

1. Cost of maintenance, repairing, re-decorating etc. of the main structure and in particular the gutters, fresh and rain water-pipe drains, sewers, overhead water storage tanks, septic tank and electric wires, motors, generators and other appliances and passages in or under or upon the building and enjoyed or used by the Purchasers in common with the other occupiers of the building and the main entrance, passages landings,

staircases of the building enjoyed by the Purchasers or used by him in common as aforesaid.

2. Cost of cleaning and lighting the passages, landing, staircase and other parts of the building as enjoyed or used by the Purchasers in common as aforesaid.
3. Cost of working and maintenance of light and service charges.
4. Cost of maintenance and decorating the exterior of the building.
5. Municipal rates and taxes save those separately assessed.
6. Cost of charges of establishment for maintenance of the building and the salaries of all persons employed for the same.
7. All charges and deposit for supply of common facilities.
8. All legal expenses appertaining to the maintenances and protection of the said building and disputes regarding claims and/or demands from Municipality and/or local authorities.
9. All charges for maintaining the office for common purposes.
10. All charges and maintenance of Generator & Lift.
11. All charges and maintenance of water filtration Plant.
12. All charges and maintenance for Gym.
13. All charges and maintenance indoor games area.
14. All charges and maintenance of Mandir.
15. All charges and maintenance of Decorative Pond.
16. All charges and maintenance of Security and CC Camera.
17. All charges and maintenance of Toilet & Latrine for driver & Security.
18. All charges and maintenance of security room.
19. All charges and maintenance of intercom facility(If Possible)
20. All charges and maintenance of Lift

THE FOURTH SCHEDULE ABOVE REFERRED TO

(COMMON RIGHT & FACILITIES)

1. The said land described in the First Schedule hereinabove written.
2. The foundation, columns, beams, supports main walls, stair, stairways and entrances and exits of the building.
3. Concealed electrical wiring and fittings and fixtures for lighting in the staircase, common passage and other common areas in the building and the said land.
4. Drains and sewers from the building to the Municipal ducts.
5. Staircase and lobbies.
6. Water Pump and meter together with the space required therefore, deep tube well, overhead tank and distribution pipes from the tank to different units and from deep tube well to the overhead tank.
7. Water and evacuation pipes from the units to drains and sewers common to the building.
8. Boundary walls and main gate of the said land.

9. Lift

10. Generator

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Specification of the flats)

- FOUNDATION : R.C. Pile Foundation and framed structure for all floors.
- WALLS : Brick Walls (8 Inch outside and 5" inside) with cement mortar.
- WALL EXTERNAL : Exterior Putty and weather proof Paint.
- FLOORS : Marble/tiles & 6" scattting on all side
- DOORS : Frame of quality SAL wood and quality Flash doors.
Main door will be Tick Wood with magic eye, Door Stopper, Buffer & Godrej Lock
- WINDOW : Window will be made of Powder Coated (White) Aluminium frame and shutter with 4 mm glass panel.
- SANITARY & PLUMBING : Concealed P.V.C. Lines, C.P. superior white porcelain fittings
- KITCHEN : Kitchen plat form with build in sink and 3' grazed tile with Granite cooking platform.
- WATER SUPPLY : Roof top water reservoir for drinking water from deep tube-well with water lifting pump and electric Motor for total flat from deep tube-well through water filtration.
- TOILET : Glazed tiles (up to) 7'-0''height used and floor will be marble with water proofing toilet floor and dado by water proofing chemical with only attached toilet will be commode (Hindware) fitting and another will be Indian style on demand otherwise Commode, Piping for hot and cold water Geyser points tor common bathroom. All the fitting will be of available quality materials.(Mark / Jaguar)
- LIGHT POINTS : Total Light points including plug points, shall be provided according to the size and space of each flat/shop. In case of a flat, points shall not be less than 25 for 1 BHK, 35 in number for 2BHK & 45 No for 3BHK Flat including Geyser and one AC Point. But the excess electric point will born upon the prospective buyers and allotted Flats for land owner I,e Rs. 500 per point.

THE SIXTH SCHEDULE ABOVE REFERRED TO

THE SIXTH SCHEDULE ABOVE REFERRED TO

Total consideration of the said a flat No _____ on the _____ Floor, carpet area
about _____ sq. ft. more or less on the _____ Side in Block-A only Besides this the GST of Rs.
(As per Govt. rules it may be changed), Transformer Cost Rs. _____ /- and Collapsible
gate of RS. _____ which to be paid before registration as extra.

1. Received as earnest money Rs. - _____) only by
Cheque or by cheque fully mentioned in the Memo of Consideration.
2. After completion floor purchaser will have to pay of Rs. 20% total amount to the
developer
3. After Completion of brick works, the Purchasers will have to pay of Rs. 30% of total
amount to the developer.
4. After Completion of Plaster, window, Grill, Conceal wiring, Door frame, Purchasers will
have to pay of Rs 20% of total amount to the developer.
5. At the time of registration developer will complete the ready flat and Purchasers will have
to pay of balance amount to the developer.

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

Signed, sealed and Delivered in presents
of following :-

As constituted attorney of **SRI PULIN
BEHARI PAUL , SRI SAMIR BARAN
PAUL, SMT. MADHABI PAUL**

WITNESSES :

1.

Signature of the Owners

2.

Drafted by :

**Signature of the Developer
(Jai Mata di Construction)**

Partha Pratim Mondal
Advocate
Enrollment No.- WB/108/2001
District Judges' Court, Barasat,
North 24 Parganas (W.B.)

Signature of the Purchasers

MEMO OF CONSIDERATION

Total consideration of the said a flat No on the Floor, carpet area
about sq. ft. more or less on the Side in Block-A more or less is Rs. –

only approximately of the said Multi-Storied building is to be
payable by the purchasers to the Developer hereof in the manner as follows :

a) Received of only by Cheque issued by Of Branch Rs. –

Signed, sealed and Delivered in
presents of following
WITNESSES :

1.

As constituted attorney of SRI PULIN
BEHARI PAUL , SRI SAMIR BARAN
PAUL, SMT. MADHABI PAUL

Signature of the Owners

2.

Signature of the Developer