

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made this _____ day of _____ Two thousand and Twenty One ;

B E T W E E N

- 1) **SRI DEBJYOTI ROY** (PAN NO. AFDPR4832B) (Adhar No. 494632749811) (Mobile No. 9315941789) son of Late Aditya Jyoti Roy, by religion- Hindu, by occupation - Business ,residing at S-372, 1st floor, Greater Kailash - 2, New Delhi-110048 ;
- 2) **SMT. DEBJANI RAY** (PAN NO.BWGPR5015R) (Aadhar No.5347 3442 5349) (Mobile No. 9088444909), daughter of Late Sasanka Sekhar Ray, by religion- Hindu, by occupation - Service, by Nationality- Indian, residing at H-B/6, Hatiara Road, P.O. Aswininagar, P.S. Baguiati, Kolkata- 700 159 in the District of North 24 Parganas;
- 3) **SMT. BISHNUPRIYA GUPTA** (PAN NO.AWTPG5173H) (Aadhar No.2961 7546 1061) (Mobile No.9959356479) Wife of Sri Santanu Gupta, Daughter of Late Sasanka Sekhar Ray, by religion- Hindu, by occupation - House wife, by Nationality- Indian, residing at 7, Khudiram Bose Sarani, Mall Road, Anandam Apartment, Block IVA, Flat No. 1-A, P.O. Dum Dum, P.S. Dum Dum, Kolkata- 700 080 in the District of North 24 Parganas all are represented by their constituted Attornies as **GANAPATI DEVELOPERS** (PAN NO. AAUFG5829K) a Partnership firm having it's business place at HD-19/3, Ram Krishna Sarani, Baguipara, P.O. Aswininagar, P.S. Baguiati, Kolkata- 700 159 in the District of North 24 Parganas Parganas represented by their Partners namely (1) **SRI TAPAS GHOSH** (PAN NO. AHNPG7091B) (Adhar No.2821 2383 3548) (Mobile No. 9830564273), son of Late Tarapada Ghosh , by religion- Hindu, by occupation- Business, residing at Nikhil Abasan , H/A-7, Hatiara Road, P.O. Aswininagar, P.S. Baguiati, Kolkata- 700 159 in the District of North 24 Parganas, (2) **SRI DEBASISH GHOSH**, (PAN NO.AHYPG4748A) (Mobile No. 9836429930) (Adhar No.974033591794) by religion- Hindu, by occupation- Business, residing at H/C-8, Ram Krishna Sarani, P.O. Aswininagar, P.S. Baguiati, Kolkata- 700 159 in the District of North 24 Parganas (3) **SRI PRABIR DASGUPTA** (PAN NO.ALEPD8931E) (Adhar No.8576 5567 3929) (Mobile No.9831270842) , by religion- Hindu, by occupation- Business, residing at de-101/A, Purba Narayantala, P.O. Aswininagar, P.S. Baguiati, Kolkata- 700 159 in the District of North 24 Parganas (4) **SMT. SUPARNA GANGULY**, (PAN NO.ALGPG2777B)(Adhar No.4273 6062 4354) (Mobile No.9674343637) by religion- Hindu, by occupation- Academician, residing at HJ-21, Manisha Apartment, S.L Sarani, P.O. Aswininagar, P.S. Baguiati, Kolkata- 700 159 in the District of North 24 Parganas AND (5) **SRI KRISHNA YADAV**(PAN NO. ABRPY8893P) (Adhar No. 8851 2785 3077) (Mobile No.7685936790) by religion- Hindu, by occupation- Business, residing at HD-19/3, Ram

Krishna Sarani, Baguipara, P.O. Aswininagar, P.S. Baguiati, Kolkata- 700 159 in the District of North 24 Parganas all are by Nationality- Indian hereinafter referred to as the VENDORS (which terms or expression shall unless excluded by or subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

: A N D :

SRI /SMT. (AADHAAR), (PAN) and (Mobile Phone number), son/daughter/wife of , by religion- Hindu, by occupation - , residing at hereinafter referred to as the PURCHASER(S) (which terms or expression shall unless excluded by or subject or context be deemed to mean and include his respective heirs, executors administrators, legal representatives and assigns) of the SECOND PART

: A N D :

M/S. GANAPATI DEVELOPERS a partnership firm having its business place at HD-19/3, Ram Krishna Sarani, Baguipara, P.O. Aswininagar, P.S. Baguiati, Kolkata- 700 159 in the District of North 24 Parganas represented by it's partners namely : (1) SHRI TAPAS GHOSH, son of Late Tarapada Ghosh, by religion- Hindu, by occupation - Business, residing at NIKHIL ABASAN, HA/7, Hatiara Road, P.O. Aswininagar, Baguiati, Kolkata- 700 059 under Police Station - Baguiati in the District of North 24 Parganas (2) SHRI DEBASISH GHOSH , son of Late Tarapada Ghosh , by religion- Hindu, by occupation - Business, residing at Ramkrishna Sarani, P.O. Aswininagar, Baguiati, Kolkata- 700 059 under Police Station - Baguiati in the District of North 24 Parganas (3) SRI PRABIR DASGUPTA, son of Sri Jhantu Dasgupta , by religion- Hindu, by occupation- Business, residing at DE-101/A, Sree Niketan, Flat No. 16, Narayantala (East), Kolkata- 700 059 under Police Station- Baguiati, in the District of North 24 Parganas,(4) Suparna Ganguly, wife of Satyabrata Ganguly, by religion- Hindu, by occupation- Academician, residing at HJ-21, Manisha Apartment, S.L Sarani, P.O. Aswininagar, P.S. Baguiati, Kolkata- 700 159 in the District of North 24 Parganas (5) SRI KRISHNA YADAV, Son of Sri Nand Lal Yadav, by religion- Hindu, by occupation - Business, residing at H/H-20/1, Bagui Para, P.O. Aswininagar, Baguiati, Kolkata- 700 059 under Police Station - Baguiati in the District of North 24 Parganas, more fully described in the Partnership Deed dated 18th September, 2009 hereinafter referred to as the "DEVELOPER" (which terms or expression shall unless excluded by or subject or context be deemed to mean and include his respective heirs, executors administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS the land owner Aditya Jyoti Roy has purchased of ALL THAT piece or parcel of land measuring an area of 4 Cotthas 8 Chittacks 32 sq.ft. of land be the same little more or less lying and situated at MOUJA -JYANGRA, J.L. No. 16 Re.Sa. No. 114 Touzi No. 3027 comprised in C.S Khatian No 354, Zamindari Khatian No 341, R.S. Khatian No. 461, C.S Dag No 182 and 183, appertaining to R.S. Dag No. 228 land measuring an area of 4 Cotthas 8 Chittacks 32 sq.ft.. be the same little more or less under Police Station- Baguiati, in the District of North 24 Parganas and registered before ADSRO Cossipore Dum Dum and recorded in Book no 1, Volume No 63, Pages from 01 to 07 being No 2828 for the year of 1976

AND WHEREAS the said Aditya Jyoti Roy transferred , conveyed a portion of the said property measuring an area of 1 Cottha 5 Chittacks 20 sq.ft. be the same little more or less unto and in favour of his wife SMT. SUKLA ROY, and registered before ADSRO, Bidhannagar Salt Lake City and recorded in Book No. I Being No. -5055 for the year 2008 dated 16th day of March by virtue of Deed of Gift.

AND WHEREAS the said Smt. Sukla Roy died intestate as on 14th day of November, 2010 leaving behind her husband SRI ADITYA JYOTI ROY, only son SRI DEBJYOTI ROY and only daughter Smt. SWATI CHAKRABARTI and the said Sri Aditya Jyoti Roy, Sri Debjyoti Roy and Smt. Swati Chakrabarti become the absolute owner of the property in equal proportion left by the said Smt. Sukla Roy since deceased.

AND WHEREAS one of the co-sharer Smt. Swati Chakrabarti transferred her share of land by virtue of Deed of Gift unto and in favour of SRI DEBJYOTI ROY, son of Sri Aditya Jyoti Roy and the said Deed of Gift has been registered before DSRO, Barasat and recorded in Book No. I CD Volume No. 1502-2019 pages from 56205 to 56223 Being No. 150201896 for the year 2019 and the land owner Debjyoti Roy is the owner of a plot of land measuring an area of 7 Chittacks 7 sq.ft. be the same little more or less lying and situated at MOUJA -JYANGRA, J.L. No. 16 Re.Sa. No. 114 Touzi No. 3027 comprised in C.S Khatian No 354, R.S. Khatian No. , Zamindari Khatian No 341, C.S Dag No 182 and 183, appertaining to R.S. Dag No. 228 under Police Station- Baguiati, in the District of North 24 Parganas.

AND WHEREAS while thus seized and otherwise well and sufficiently entitled to the said property, the said Principals entered into a Development of their landed property by raising multistoried building thereon the land and the DEVELOPER approached to develop the said land under some terms and conditions more fully described in the Development Agreement and registered before ADSRO, Rajarhat and recorded in Book No. I, Volume No.1523-2019 from Pages-551133 to 551178 being No.152313697 for the year 2019.

AND WHEREAS the said Sri Aditya Jyoti Roy died on 20th day of November, 2020 leaving behind his only son SRI DEBJYOTI ROY and only daughter SMT. SWATI CHAKRABARTI and the said Sri Aditya Jyoti Roy gave absolute right of his share of all his present and future assets and properties including the said piece of land to his son Sri Debjyoti Roy, by the means of a WILL registered before ADDITIONAL DISTRICT SUB-REGISTRAR, RAJARHAT, NORTH 24 Pdns, Volume number 1523-2019, page 970 to 984, being number 152300070 for the year 2019

AND WHEREAS One Shyama Prasanna Ray , son of Late Prasanna Nath Roy transferred ALL THAT piece or parcel of land measuring an area of 4 Cotthas 8 Chittacks 33 sq.ft. of land be the same little more or less lying and situated at MOUJA -JYANGRA, J.L. No. 16 Re.Sa. No. 114 Touzi No. 3027 comprised in C.S Khatian No 354, Zamindari Khatian No 341, R.S. Khatian No. 461/381, C.S Dag No 182 and 183, appertaining to R.S. Dag No. 228 L.R Dag No 3543, L. R Khatian No 3359, land measuring an area of 4 Cotthas 8 Chittacks 33 sq.ft. (or 7.5 Satak) be the same little more or less under Police Station- Baguiati, in the District of North 24 Parganas and by virtue of Deed of Gift dated 4th day of November, 1986 unto and in favour of his younger son SASANKA SEKHAR RAY and registered before ADSRO Bidhannagar Salt Lake City and recorded in Book no 1, Volume No 53, Pages from 129 to 138 being No 7975 for the year of 1986.

AND WHEREAS the said SASANKA SEKHAR RAY constructed a single storied building thereon the land measuring an area of 832 sq ft on the Ground floor over the said plot of land and enjoying the same property free from all encumbrances.

AND WHEREAS while thus seized and possessed otherwise well and sufficiently entitled the said property, the said Sasanka Sekhar Ray died intestate as on 14.03.2019 leaving behind him his 2

daughters namely Smt. Debjani Ray and Smt. Bishnupriya Gupta and the said Debjani Ray and Smt. Bishnupriya Gupta become the joint owners of the property by inheritance, left by their father Sasanka Sekhar Ray since deceased. (should we mention the details of the warisan registration?)

AND WHEREAS Smt Maitryee Ray, the wife of Sasanka Sekhar Ray and/or mother of the said Debjani Ray and Bishnupriya Gupta died earlier than Sasankar Sekhar Ray.

AND WHEREAS while thus seized and otherwise well and sufficiently entitled to the said property, the said Principals Smt. Debjani Ray and Smt. Bishnupriya Gupta declare to develop their landed property by raising a multi storied building thereon the land and the DEVELOPER approached to develop the said land under some terms and conditions more fully described in the Agreement hereunder.

AND WHEREAS while thus seized and otherwise well and sufficiently entitled to the said property, the said Principals entered into a Development Agreement with the DEVELOPER of their landed property by raising multistoried building thereon the land and the DEVELOPER approached to develop the said land under some terms and conditions more fully described in the Development Agreement and registered before ADSRO-II, North 24 Parganas and recorded in Book No.1, Volume No.1502-2020, Pages from 19142 to 19200 being No.150200617 for the year 2020.

AND WHEREAS after Boundary Declaration (Bidhannagar Corporation) registered under ADSRO, Rajarhat, West Bengal bearing Serial No.IV-00164/2020 dated 16.03.2020 the and Amalgamation before Metropolitan Magistrate at Kolkata now measuring an total area of 9 Cottahs 1 Chittacks 20 Sq.ft.

AND WHEREAS as per terms of the said Development Agreement the DEVELOPER is entitled to construct a multi-storied building at the said land more fully described in the First Schedule written hereunder.

AND WHEREAS the DEVELOPER has prepared a building plan by the help of the a reputed Architect And submitted the same to the Bidhannagar Municipal Corporation and the said Municipal Corporation sanctioned a site Plan of the said property vide Plan Sl. No.81/20-21 dated 06.11.2020.The Building Plan is yet to be submitted before the said Municipality for approval and sanction.

AND WHEREAS by virtue of the said Development Agreement and Power Of Attorney dated 20th day of November , 2019 and 28th day of February 2020, the said DEVELOPER has the sole and exclusive right to sell the DEVELOPER's allocated portion of the said property and also have right to enter in to agreement/agreements for sale under any terms as the DEVELOPER may deed fit and proper.

AND WHEREAS the DEVELOPER shall start construction at the said land, after getting the required approvals and sanctions, at their own costs and expenses as per terms of the said Development Agreement completing their construction works at the said land and the PURCHASER(S) approached the DEVELOPER to allot him residential flats a FLOOR of the multistoried building at the said land in form of habitable condition of a residential flat for the purpose of residence.

AND WHEREAS the DEVELOPER, in exercise of their legal rights, decides to sell out DEVELOPER's allocated portion and the PURCHASER(S), Party of the Second Part, approached the DEVELOPER to purchase residential flat and the DEVELOPER offers to sell a residential flat being No.” “ on the FLOOR of the multistoried building, measuring an area of sq. ft. be the same little more or less

and the PURCHASER(S) agrees to purchase the said flats at/or consideration sum of Money Rs. (Rupees) only free from all encumbrances.

AND WHEREAS the PURCHASER(S) hereby agrees to additionally pay the proportionate amount @ Rs. 90/- per sq ft for the ELECTRICAL TRANSFORMER

AND WHEREAS the DEVELOPER agrees to sell out a residential flat being No. “ ” on the **FLOOR** , at the said multistoried building known as **XXXXXXXXXX** measuring an area of sq. ft super built up, be the same a little more or less including proportionate share of stair case of the building **TOGETHER WIITH** proportionate impartible undivided share of land and common parts and common amenities of the said multi-storied building and the DEVELOPER has offered to sell the said flat for a consideration of Rs (Rupees) only and the **PURCHASER(S)** agrees to purchase the same at the said consideration and by entering this agreement under some terms and conditions described hereinafter.

AND WHEREAS the PURCHASER(S) hereby agrees to additionally pay the proportionate amount @ Rs. 90/- per sq ft for the installation of the ELECTRICAL TRANSFORMER

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :

- 1) In consideration of the payment promised and covenants hereunder contained on the part of the **PURCHASER(S)** to be paid to the **DEVELOPER**, the **DEVELOPER** agrees to nominate the PURCHASER(S) for entering into an agreement for sale of a residential flat in an undivided proportionate share in the said land more fully described in the **FIRST SCHEDULE** written hereunder together with a residential flat being No. “ ” on the FLOOR of the said building , measuring an area of sq.ft. super built up area of the said multistoried building namely **xxxxxxx** together with common parts and common amenities of the said multi-storied building for a consideration of Rs. (Rupees) only and GST shall be applicable as per Government rules. The above consideration money is excluding GST. The PURCHASER(S)s shall pay in the following manners :

On execution of this presents: 10% of Total consideration money amounting to Rs. (Rupees) only.

On each roof casting: 8% of Total consideration money amounting to Rs. (Rupees) only for each of the 5 floors.

Completion of inside bricks works, plastering etc. on each floor: 7% of Total consideration money amounting to Rs. (Rupees) only for each of the 5 floors.

Remaining 15% of the total consideration money amounting to Rs. (Rupees) only to be paid on handing over the complete, physical and habitable possession of the flat to the PURCHASER(S).

AND WHEREAS the PURCHASER(S) hereby agrees to additionally pay the proportionate amount @ Rs. 90/- per sq ft for the installation of ELECTRICAL TRANSFORMER

2. The agreement to be entered by the parties, that has been approved by the parties and the PURCHASER(S) shall have the same duly executed and completed at the PURCHASER(S)'S cost and expenses.

3. The DEVELOPER agrees to hand over and/or possession of the said flat to the PURCHASER(S) within a period 2 years 6 months from the day of starting of the construction subject to the PURCHASER(S) fulfilling all payments against the said flat to the DEVELOPER in time as mentioned in 1) above and also SUBJECT to the fact that the DEVELOPER shall not be prevented from construction works due to any form of FORCE MEAJURE and any other reasons which may be beyond control of the DEVELOPER.

4. The consideration money of the said flat more fully described in clause No. 1, shall be changed if the measurement of the said flat is changed.

5. In the event of the PURCHASER(S) defaulting in the matter of payment of installments /final payment in consideration, the DEVELOPER shall consider another 30 days from the due date for the payment of installments/final payment and if the failure continues, the PURCHASER shall be LIABLE to pay interest for late payment @ 12% per annum on the amount due till the date of actual payment.

Simultaneously, if the DEVELOPER fails to handover and/or register the said property unto and in favour of the PURCHASER(S) , the DEVELOPER shall refund the full and final amount to the PURCHASER(S), without any deduction , if the PURCHASER(S) demands to be refunded the amount and cancel this Agreement for Sale .

6. In case the PURCHASER(S) does not pay the full consideration amount and/or money within the stipulated period, the PURCHASER(s) shall be LIABLE to pay interest for late payment @ 12% per annum on the amount outstanding till the date of actual payment.

7. The PURCHASER(S) shall become absolute owner of the said flat after taking proper registration of the said flat and the PURCHASER(S) shall take registration within stipulated period at the cost and expenses of the PURCHASER(S) and deed of conveyance in this regards, will be drawn by the advocate of the DEVELOPER.

8. All costs of preparations stamping and registration of this agreement will be cost and expenses of the PURCHASER(S).

9. The PURCHASER(S) shall pay all the proportionate maintenance cost of the said building for the purpose of common use to the DEVELOPER and/or association of the said building. The said Association will be constituted by the DEVELOPER with terms and conditions mutually agreed upon the flat owners.

10. The PURCHASER(S) agrees to be a member of the said Owner's association to be formed by the co-owners of the said multi-storied building and the PURCHASER(S) agrees to obey all the rules and regulations of the said owner's association.

11. The PURCHASER(S) doth hereby covenant with the DEVELOPER and/or other co-owners of the said building as follows :-

- a) In connection with the use and enjoyment of the undivided share and the said flat;
- b) Not to throw any rubbish or stone or any article or combustible goods in the common parts save to such extent and at such place or places, if any, as may be specified and/or permitted by the DEVELOPER.
- c) Not to carry on any obnoxious noisy offensive illegal or immoral activity in the said flat;
- d) Not to cause any nuisance or annoyance to the co-owners and/or occupiers of other portions of the said building and/or flats.
- e) Not to decorate or paint or otherwise alter the exterior of the said flat or common parts of the said building in any manner save in accordance with the general scheme thereof as specified by the DEVELOPER.
- f) Not to do anything whereby the other co-owners are obstructed or prevented from enjoyment quietly peaceably and exclusively of their respective flats and jointly of the common parts.
- g) To use the said flat only for residential purpose and not for any other purpose.
- h) Not to claim any right in any other part of the said multi-storied building as may be necessary for ingress or egress of men materials utilities pipes cable lines to be installed in the said building;
- i) Not to claim any partition or sub-division of the said land or the common parts and not to partition the flat by mates or bounds;
- j) To keep the said flat, in a good state of repair and conditions;
- k) To permit the DEVELOPER and/or owners and their surveyors or agents with or without workmen at all reasonable time and upon 48 hours previous notice in writing to the PURCHASER(S) to enter upon the said building and /or said flat and every part thereof to view the state and conditions thereof and of all defects decay and want of repairs there found to give notice to the PURCHASER(S) to repair the same.
- l) The PURCHASER(S) shall have liberty to transfer assign mortgage lease or let out the said flat and proportionate undivided share or interest of the said land and common parts and common amenities of the said building SUBJECT to PURCHASER(S) shall clear up all the dues in respect of the said flat to the DEVELOPER as well as the owner's association of the said building and subject to the overall condition that the PURCHASER(S) transfer assignee mortgage lease or rent out and the PURCHASER(S) shall be bound and liable to observe and perform and to carry out all the terms conditions and obligations on the part of the PURCHASER(S) to be observed and performed under this agreement as also under the agreement for purchase made between the parties PROVIDED THAT such right, can be exercised only after the PURCHASER(S) pays to the DEVELOPER, owners and/or Association as a conditions precedent all amounts that may become due and payable hereunder and/or under the said agreement between

the PURCHASER(S) and the owners and all common expenses construction costs and otherwise until the date of such transfer assignment mortgage or letting out.

m) To observe the rules framed by the DEVELOPER, owners, and/or such body which may be entrusted in this behalf by the DEVELOPER and/or owners regarding the manner of the use of the said flat or the common parts and the said land.

n) Not to erect any building or structures on the common parts and alter any structural conditions of the said building or any parts thereof.

12. The PURCHASER(S) doth hereby nominate constitute and appoint as their true and lawful attorney the DEVELOPER for the purpose as follows :-

a) To have the flat mutated in the name of the PURCHASER(S);

b) To apply for and obtain connection for electricity water, sewerage and/or other utilities and other facilities for and/or relating to the said flat and/or proposed building and/or any of them.

bi) The PURCHASER(S) shall pay proportionate cost for the installation of Electric Transformer at the rate of Rs. 90/- per sq. ft

c) To do all the works for which various payments and/or deposits as are agreed to be made by the PURCHASER(S) in terms of this agreement.

d) The PURCHASER(S) shall also pay individual cost of Electric Meter to be installed at his own flat.

e) All costs, charges and expense for and in connection with the aforesaid shall be borne and paid by the PURCHASER(S) and/or proportionately by the co-owners of the said multi-storied building as the case may be.

13) The DEVELOPER doth hereby covenant with the PURCHASER(S):

a) The PURCHASER(S) paying the consideration as aforesaid and observing and performing the covenants and conditions herein contained and on the part.

If the PURCHASER(S) pays, observes and fulfills the conditions as laid above, the PURCHASER(S) shall peaceably and quietly hold and enjoy the said undivided share in the said land and the said flat and common parts and common parts constructed by the DEVELOPER without any interruption from the PURCHASER(S) or any person or persons claiming through under the DEVELOPER.

b) The DEVELOPER shall duly and promptly observe its covenants under the agreement between the DEVELOPER and the PURCHASER(S) and shall at the earliest cause to be conveyed unto the PURCHASER(S).

c) If the DEVELOPER fails or neglects to complete the said flat and the common facilities within the time stipulated hereinbefore and to give possession and registrar the Deed of conveyance in respect of the said flat intended to purchase, the DEVELOPER shall be liable to pay interest @ 12% p.a. for the period of delay to the PURCHASER(S).

THE FIRST SCHEDULE ABOVE REFERRED TO :

Description of Lands.

1) Land of Debjyoti Roy

ALL THAT piece or parcel of land measuring an area of 4 Cotthas 8 Chittacks 32 sq.ft of land r be the same little more or less lying and situated at MOUJA -JYANGRA, J.L. No. 16 Re.Sa. No. 114 Touzi No. 3027 comprised in C.S Khatian No 354, Zamindari Khatian No 341, R.S. Khatian No. 461/381, C.S Dag No 182 and 183, appertaining to R.S. Dag No. 228,L.R, Khatian No3358, L.R Dag No 3543, land measuring an area of 4 Cotthas 8 Chittacks 32 sq. ft be the same little more or less under Police Station- Baguiati formerly Rajarhat, within local limits of Bidhannagar Municipal Corporation, Ward No. 16, in the District of North 24 Parganas

2) Land of Debjani Ray and Bishnupriya Gupta

ALL THAT piece or parcel of land measuring an area of 4 Cotthas 8 Chittacks 33 sq.ft of land be the same little more or less lying and situated at MOUJA -JYANGRA, J.L. No. 16 Re.Sa. No. 114 Touzi No. 3027 comprised in C.S Khatian No 354 , Zamindari Khatian No 341, R.S. Khatian No. 461 corresponding to L.R. Khatian No. 461/361, C.S Dag No 182 and 183 appertaining to R.S. Dag No. 228, L.R Dag No 3543, L.R. Khatian No 3359, under Police Station- Baguiati formerly Rajarhat, within local limits of Bidhannagar Municipal Corporation, Ward No. 16, in the District of North 24 Parganas

Now after Amalgamation and Boundary Declaration of the above mentioned lands the ownership area which is butted and bounded as follows :

THE PROPERTY IS AT ASWININAGAR, Kolkata:159. .

ON THE NORTH : Land of Pradip Dasgupta, Chittaranjan Podder & others.

ON THE SOUTH : Land of Mohan Mullick & others

ON THE EAST : 42 feet wide Hatiara Road (30C bus route)

ON THE WEST : Land of Anil Neogi & Pradip Dasgupta

THE SECOND SCHEDULE ABOVE REFERRED TO :

Description of flat:

ALL THAT residential flat being No. “ ” at the _____ FLOOR at the of the said building measuring an area of sq. ft. super built up area be the same a little more or less at the building known as TBD , consisting in bed rooms , toilet (Toilet and W.C.) 1 Kitchen, 1 Dining Hall, Balcony, TOGETHER WITH proportionate undivided impartible share of land and common parts and common amenities including users common right to use Stair Case, Lift etc., of the said multi-storied building to be constructed at the land more fully described in the First Schedule written hereunder.

THE THIRD SCHEDULE ABOVE REFERRED TO :

Common portions of the flat for PURCHASER(S)(s).

The land comprised in the premises but excluding the said multi-storied building;

- a) Only general light point/points of the common portions shall be provided;
- b) Stair Case, Lobby, Lift;
- c) Drains, sewers, main water connection from deep tube well and delivery pipe line, overhead water tank distribution pipe line to kitchen and toilets of the different units and/or to the common portion;
- d) Stair case and landing of differently units and to the common portion;
- e) Water pumps and motors, electrical wiring and main switch box, main electrical distribution board, sub-distributions boards, electrical wiring, main electrical meter and other installations and fittings;
- f) Water and sewages evacuation pipes from the units to the main drains and sewers common to the building water reservoir pipe lines septic lines, septic tank overhead tank etc.,
- g) Boundary wall, main gates, drive ways are common to the said building including the roof of the said building.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

SPECIFICATION OF WORKS.

FOUNDATION : R.C.C. foundation proportionate ratio of stone chips cement and sand.

WALL	: Thickness of 8", 5", 3" shall be provided where required. Inside wall shall be Finished with Putty and outer wall shall be finished with Branded Weather Coat paint.
FLOOR	: All Floors shall be finished with Vitrified Tiles.
PLASTERING	: Inside and outside plastering shall be done as per required proportionate share of sand and cement.
DOOR	: Sal wood frame shall be provided in all doors. Doors(Palla) shall be of Flush Type Water Proof Ply decorated with Door Screen (Single sided).Main door shall be fitted with Eye Latch and Godrej Lock.
WINDOW	: Trending Aluminum Window System.
TOILET/BATHROOM	: Branded Indian Commode, CP Shower, 3 in 1 Mixture fitted with Hand shower shall be provided. Glazed Tile upto 6 ft. height from the floor around the wall shall be provided.
W.C.	: Branded Indian Commode, C.P. Shower , Two nos. Taps, Glazed tiles upto 6feet height from the floor around the wall shall be provided.
BALCONY	: Shall be cover with SS Grill upto 3 feet from the floor.
KITCHEN	: Granite cooking table , SS Sink, 2 nos. taps, Exhaust fan hole, walls shall be partly tiles up to 2 feet height from the cooking Platform.
ELECTRICAL	: Concealed wiring with Modular System. 5 points including 1 plug point shall be provided in each bed Room and Living/Dining Room, 1 AC point shall be provided in the Master Bed Room. In Kitchen 2 points and 1 plug point of 15 Amp shall be provided. In bathroom 2 points, 1 Geyser Plug point shall be provided. In Balcony 2 points including 1 Plug points shall be provided.Calling Bell point shall also be provided.

N.B. Electrical meters shall be procured by the PURCHASER(S)(s) at his/her own cost.

WATER SUPPLY	: Water sources from Deep tube with Submersible water pumps with good quality PVC pipes well with good quality P.V.C. pipes.
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IN WITNESSES 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

At Kolkata-700 159 in the presence of:

1.

As Constituted attorney of

The Vendors .

VENDOR

2.

PURCHASER(S)

DEVELOPER

Drafted, Composed by and settled by :

A. K. Choudhury,
Advocate
High Court, Calcutta.
Chamber :
Sri Durga Residency, Ground Floor,
E/E-2, Hatiara Road, P.O. Jyangra, P.S. Baguiati,
Kolkata- 700 059

MEMO OF CONSIDERATION.

RECEIVED a sum of Rs. (Rupees) only as an earnest money as per Memo below ;

M E M O

Cheque No.	Date	Name and Branch of Bank	Amount.
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Rupees only.

WITNESSES :

1.

2.

DEVELOPER.