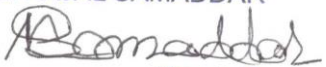


## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made this the \_\_\_\_\_ Day of  
\_\_\_\_\_ '2020 (Two thousand twenty) Era

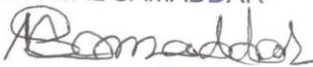
**BETWEEN**

M/S. KAJAL SAMADDAR

  
Proprietor

(1) **MR. PRASANTA GHOSH**, son of - Late Nagendra Chandra Ghosh alias Late Panchanan Ghosh, having Pan No. \_\_\_\_\_, by occupation unemployed, by nationality Indian, residing at 187/C, Barasat Road, P.O. Nonachandanpukur, P.S. Titagarh, Barrackpore, District North24 Parganas, Kolkata 700122 (2) **MR. SANJIB KUMAR GHOSH**, son of Late Sachindra Nath Ghosh, having Pan No. **AGAPG7064L**, by faith Hindu, by nationality Indian, by Occupation Service, presently residing at 3(181/A), Barasat Road, P.O. Nonachandanpukur, P.S. Titagarh, District North 24 Parganas, Kolkata : 700122 3) (3) **MR. GOPAL CHANDRA GHOSH**, son of Late Gagan Chandra Ghosh, having Pan No. **ADLPG1276E**, by faith Hindu, by nationality Indian, by Occupation Retired person, presently residing at 4(181/A/1), Barasat Road, P.O. Nona-chandanpukur, P.S. Titagarh, District North 24 Parganas, Kolkata : 700122, represent by constitute Development Power of Attorney Holder namely :- **MR. KAJAL SAMADDAR**, son of Late Rakhal Samaddar, having **PAN NO:- BAXPS0417D**, by faith – Hindu, by occupation - Business, by nationality – Indian, residing at 51, Schoolpara Road, Jafarpur, West Chal Bazar, Barrackpore, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist: North 24 Parganas, Kolkata – 700122, sole proprietor of :- **“M/S. KAJAL SAMADDAR”** , having its principal place of business at 3(2) Subhas Nagar 6<sup>th</sup> Lane, Barrackpore, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist: North 24 Parganas, Kolkata – 700122,, in the State of West Bengal hereinafter collectively referred to as the **VENDOR** (which expression shall unless excluded or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, successors and assigns) **OF THE FIRST PART**.

M/S. KAJAL SAMADDAR

  
Proprietor

**AND**

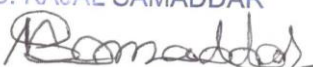
“**M/S. KAJAL SAMADDAR**”, having its principal place of business at 3(2), Subhas Nagar Colony 6<sup>th</sup> Lane, Barrackpore, P.O. – Nona Chandanpukur , P.S. - Titagarh, Dist – North 24 Parganas , Kolkata – 700122, being represented by its sole proprietor : **MR. KAJAL SAMADDAR**, son of Late Rakhil Samaddar, having **PAN BAXPS0417D**, by faith – Hindu , by occupation - Business , by Nationality – Indian, Residing at 51, Schoolpara Road, Jafarpur, West Chal Bazar, Barrackpore, P.O. – Nona Chandanpukur , P.S. - Titagarh, Dist – North 24 Parganas , Kolkata – 700122, hereinafter referred to as “**THE DEVELOPER**” of the **SECOND PART**.

**AND**

**MR.** \_\_\_\_\_, son of Late Madhusudan Koley, Pan No. \_\_\_\_\_, by Nationality- Indian, by Religion - Hindu, by occupation – Business, residing at \_\_\_\_\_, herein after called and referred to as “**THE PURCHASER**” of the **THIRD PART**.

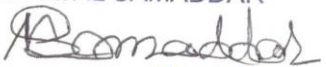
1. **DEFINATION** : Unless in this presents contrary or repugnant to the subject or context:
2. **VENDORS**: shall include the Vendors above named and/or their heirs, legal representatives, executors, administrators, successors and assigns.
3. **PURCHASERS**: shall mean and include his/her/their heirs, legal representatives, executors, administrators, successors and assigns.

M/S. KAJAL SAMADDAR

  
Proprietor

4. **DEVELOPER:** shall mean “M/S. KAJAL SAMADDAR”, a sole proprietorship firm having its principal place of business at 3(2) Subhas Nagar 6<sup>th</sup> Lane, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist: North 24 Parganas, Kolkata – 700122, in the State of West Bengal, and include its proprietors for the time being, and his respective heirs, legal representatives, executors, administrators, office heirs, successors and assigns.
5. **TITLE DEED:** - shall mean all the documents referred to herein above in clauses of the recital.
6. **PREMISES:** - Shall mean the Land comprised in the entirety of the **Holding No- 3(181/A) Barasat Road, Barrackpore, A.D.S.R.O. Barrackpore, District - 24 Parganas, Kolkata – 700122, Ward No- 06** under **Barrackpore Municipality** more fully and particularly described in the **FIRST SCHEDULE** here under written.
7. **BUILDING:** - shall mean the Building consisting of a Ground and Upper Floors to be constructed on the said Land under name and Style “RAJOSHREE APARTMENT”.
8. **THE SAID UNIT:-** shall mean all that space in the building available for independent use and occupation after making due provisions for common facility and space required thereof (More fully and particularly described in the **SECOND SCHEDULE** here under written).
9. **THE WORDS ‘PROPORTIONATE’, ‘PROPORTIONATE SHARE’ AND/OR ‘PROPORTIONATELY’:-** shall mean the share which has been agreed fixed and/or settled as the ‘Purchaser, proportionate Share in

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the Land and Proportionate Share in the common portions and shall also be and due to be Purchaser' share in all other common rights and liabilities and common expenses.

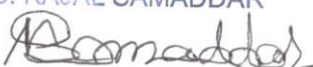
10. **COMMON PORTIONS:** - shall mean the portion of the said Land and Building and the Common installations, fixtures, fittings and appurtenance described in the FOURTH SCHEDULE here under written.

11. **COMMON FACILITIES** shall include corridors, hallways, stairways, landing, water reservoir, sub marshal pump, pump room(if any), passage ways, drive ways, meter room, if any other space and facilities whatsoever required for the establishment location enjoyment provision, maintenance and/or management of the Building and/or common facilities or any one of them as the case may be.

12. **COMMON EXPENSES:-** shall mean all the expenses common for all co-owners of different portion of the building for the more beneficial use occupation and enjoyment.

13. **COMMON PURPOSE** shall mean and include the purpose of upkeep management, administrations and protection of the common portion and the purpose of regulating actual rights and liabilities of the co-owners of different portion of the building for the more beneficial use occupation and enjoyment by the Purchasers and/or co-owners of their respective unit and their properties appurtenant there to and all other purpose or other matters in which the Purchasers and/or co-owners have common interest relating to the said Land and Building.

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14. **COMPANY/SOCIETY/ASSOCIATION:-** shall mean any syndicate association limited company co-operative or other society or other association of persons formed by the Purchasers and/or co-owners of different portion of the Building for the purpose of maintenance upkeep and protection of the Building and the common portion in terms thereof.

15. **TRANSFER** with its grammatical variations shall included transfer by possession and by another means adopted for affecting what is understood as a transfer of space in a multistoried building to the Purchaser (s) thereof all though the same may not amount to a transfer in Law.

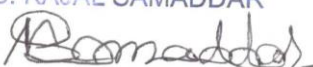
16. **TRANSFeree** shall mean a person, firm, limited company, Association or persons or body or individual to whom any space in the Building has been transferred.

17. **ARCHITECT OR ENGINEERS** shall mean any person or persons recruited by the Developer and the owner for the purpose of construction of the said Building on the below mentioned First schedule Premises.

18. **CO-OWNERS** shall mean all the Purchaser/Owners who from time to time have Purchase or agreed to Purchase and taken position including **VENDOR** for those Units, Space, Rooms, Parking Area etc, not alienated or agreed to be alienated by the **VENDOR**.

19. **PARKING SPACE** shall mean space in the open compound at the Ground Label of the Premises for parking of two wheelers or by cycle or any other vehicle which is permitted by the owner/Developer.

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20. **PLAN** shall mean the building plan sanction by authorities concern being **Building Plan No. 155/PS-GF/PL/BG on dated 27.02.2019**, and shall include such modification or variation as may be made by the seller from time to time with prior sanction from the authorities concerned.

21. **HOUSE RULES AND USERS** shall mean the Rules and Regulations regarding the users of holding of the said Flat/Unit/Apartment hereinafter stated.

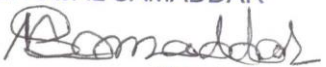
22. **SALEABLE SPACE** shall mean the space in the Building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

23. **COVERED AREA** of an unit means the entire area of an unit which includes all walls and half share of partition wall between two units with addition to equal share of lobby, lift and staircase of such floor.

24. **SUPER BUILT UP AREA** according to the context shall in relation to the said unit in the New Building mean and include.

- a. The cover area of such unit.
- b. Portion share of the area of the common areas and installation.
- c. Overhead water tank.
- d. Septic tank.
- e. Boring.
- f. Boundary Wall.
- g. Common stair.

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WHEREAS all that piece and parcel of land measuring about more or less **04 (four) Cottha** in **R.S. Dag No 1800**, under C.S. Khatian No 1, R.S. Khatian No 84, of Mouza Chandanpukur, J.L. No 2, Re.Su. No 15, Pargana Kalikata, Touzi No 108, under Municipal Jurisdiction of Barrackpore Municipality, A.D.S.R.O. Barrackpore, District – North 24 Parganas, originally belongs to Sri Nagendra Chandra Ghosh, son of Late Gagan Chandra Ghosh of Chandanpukur, P.S. Titagarh, District North 24 Parganas, purchased from (1) Sk. Rawsan Ali, (2) Sk. Wajed Ali, both are son of Late Abdul Sovan, (3) Sk. Namdar, son of Late Shyudhin of Titagarh Gobinda Chatterjee Road, P.S. Titagarh, District - 24 Parganas, by dint of registered Bengali Bikroy Kobala, which is duly registered at the office of Sub Registrar, Barrackpore, 24 Parganas, vide book No 1, Volume No 9, Pages from 183 to 186, being No 1001, on dated 25/01/1955, and construct a dwelling unit on the aforesaid land and also possess the same with different act of possession.

AND WHEREAS said Nagendra Chandra Ghosh, son of Late Gagan Chandra Ghosh was died intestate on 18/04/2012 living behind his wife Jogomaya Ghosh and one son namely Prasanta Ghosh (Landowner 01) and four married daughter namely Kalyani Ghosh, Mamata Sarkar, Karuna Ghosh and Santa Ghosh as his legal heirs and successors in respect of aforesaid property.

AND WHEREAS after sad demised of Nagendra Chandra Ghosh, son of Late Gagan Chandra Ghosh said Jogomaya Ghosh, Prasanta Ghosh (Landowner 01), Kalyani Ghosh, Mamata Sarkar, Karuna Ghosh and Santa Ghosh jointly possess the aforesaid property by way of Hindu Succession Act

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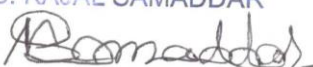
1956 and mutated their name in the office of the Local Municipality and B.L. & L.R.O. and paid rent, tax up to date in their joint name.

**AND WHEREAS** said Kalyani Ghosh, Mamata Sarkar, Karuna Ghosh and Santa Ghosh transfer their undivided share of property to Prasanta Ghosh (Landowner 01) by way of a registered Deed of Gift which was duly registered at the office of the Additional District Sub Registrar, Barrackpore, North 24 Parganas, Vide Being No: 150501403, for the year 2018, more fully and elaborately described therein.

**AND WHERAS** since then the LAND OWNER, possess all that piece and parcel of land measuring about more or less **04 (four) Cottha land** with building thereon in **R.S. Dag No 1800**, under C.S. Khatian No 1, R.S. Khatian No 84, of Mouza -Chandanpukur, J.L. No 2, Re.Su. No 15, ParganaKalikata, Touzi No 108, under Municipal Jurisdiction of Barrackpore Municipality, Ward No 06, Holding No 22(187/C) Barasat Road, Maszid More, A.D.S.R.O. Barrackpore, District - 24 Parganas (N), Kolkata – 700122.

AND WHEREAS by the above said manner the LAND OWNER 1, herein became the owner of the above said property and he mutated his name in the records of Barrackpore Municipality in Ward No. 06, Holding No. 22(187/C), Barasat Road, Kolkata 700122, herein after called the **PREMISES**, more fully and elaborately described in **FIRST SCHEDULE** hereunder written and he has been seizing, possessing and enjoying the same with full right, title and interest and without any encumbrances from any corner whatsoever till date.

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Proprietor

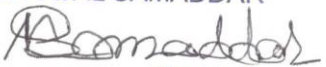
**AND WHEREAS** each and every part of the said premises is free from all encumbrances, charges, liens, impence, attachments, trusts , acquisition and/or requisition , etc. whatsoever or howsoever nature and the LAND OWNER has/have good free and clear marketable title of the said premises with right to assign and transfer his title to the Third Parties.

**AND WHEREAS** the LAND OWNER are desirous of developing the said premises by demolition of the existing building and constructing a multi-storied building in accordance with the building plan to be sanctioned by local **Barrackpore Municipality**.

**AND WHEREAS** said MR. PRASANTA GHOSH is the owner of the land and property described in FIRST SCHEDULE and he entered into a Development Agreement for above mentioned land measuring about more or less **04 (four) Cottha** as per deed, on Dated 23/03/2018, with the DEVELOPER herein which was duly Registered at the office of the Additional District Registrar Barrackpore, North 24 Parganas, being Book No. 1 Volume No. 1505-2018, Pages from 35145 to 35184, being Deed No. 150501413, for the Year 2018, and also executed a Development Power of attorney on Dated 23/03/2018, to the DEVELOPER herein which was duly Registered at the office of the Additional District Registrar Barrackpore, North 24 Parganas, being Book No. 1 Volume No. 1505-2018, Pages from 39336 to 39355, being Deed No. 150501479, for the Year 2018.

WHEREAS all that piece and parcel of land measuring about more or less **03 (three) Cottha** in **R.S. Dag No 1800**, under C.S. Khatian No 1, R.S. Khatian No 84, of Mouza Chandanpukur, J.L. No 2, Re.Su. No 15, Pargana Kalikata,

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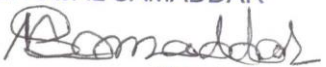
  
Proprietor

Touzi No 108, under Municipal Jurisdiction of Barrackpore Municipality, A.D.S.R.O. Barrackpore, District – North 24 Parganas, originally belongs to Sri Sachindra Nath Ghosh, and Sri Gopal Chandra Ghosh, both are son of Late Gagan Chandra Ghosh, of Chandanpukur, P.S. Titagarh, District North 24 Parganas, purchased from (1) Sk. Rawsan Ali, (2) Sk. Wajed Ali, both are son of Late Abdul Sovan, (3) Sk. Namdar, son of Late Shyudhin of Titagarh Gobinda Chatterjee Road, P.S. Titagarh, District - 24 Parganas, by dint of registered Bengali BikroyKobala, which is duly registered at the office of Sub Registrar, Barrackpore, 24 Parganas, vide book No 1, Volume No 24, Pages from 91 to 94, being No 1002, on dated 25/01/1955, and construct a dwelling unit on the aforesaid land and also possess the same with different act of possession.

AND WHEREAS said SachindraNathGhosh, son of Late Gagan Chandra Ghosh, was died intestate on 07/11/2011 living behind his wife Dipti Ghosh, and one son namely Sanjib Kumar Ghosh (Land Owner 02) and two married daughter namely ChhandaGhosh, TapatiGhosh, as his legal heirs and successors in respect of aforesaid property.

AND WHEREAS after sad demised of Sachindra Nath Ghosh said Dipti Ghosh, Sanjib Kumar Ghosh (Land Owner 02), Chhanda Ghosh, Tapati Ghosh, jointly possess the aforesaid property with Gopal Chandra Ghosh by way of Hindu Succession Act 1956 and mutated their name in the office of the Local Municipality and B.L. & L.R.O. and paid rent, tax up to date in their joint name.

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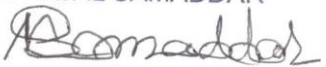
  
Proprietor

**AND WHEREAS** said Dipti Ghosh, Chhanda Ghosh and Tapati Ghosh transfer their undivided share of property to Sanjib Kumar Ghosh (LAND OWNER 02) by way of a registered Deed of Gift which was duly registered at the office of the Additional District Sub Registrar, Barrackpore, North 24 Parganas, Vide Book No: 1, Volume No: 1505-2018, Pages from 56464 to 56487, Being No: 150502062, for the year 2018, more fully and elaborately described therein.

**AND WHERAS** since then the LAND OWNER, possess all that piece and parcel of land measuring about more or less **01 (one) Cottha, 8 (eight) Chittaks, out of 03 (three) Cottha land** with building thereon in **R.S. Dag No 1800**, under C.S. Khatian No 1, R.S. Khatian No 84, of Mouza - Chandanpukur, J.L. No 2, Re.Su. No 15, ParganaKalikata, Touzi No 108, under Municipal Jurisdiction of Barrackpore Municipality, Ward No 06, Holding No 3(181/A/1) Barasat Road, Maszid More, A.D.S.R.O. Barrackpore, District - 24 Parganas (N), Kolkata – 700122.

**AND WHEREAS** by the above said manner the LAND OWNER 02, herein became the owner of the above said property and he mutated his name in the records of Barrackpore Municipality in Ward No. 06, Holding No. 3(181/A/1), Barasat Road, Kolkata 700122, herein after called the **PREMISES**, more fully and elaborately described in **FIRST SCHEDULE** hereunder written and he has been seizing, possessing and enjoying the same with full right, title and interest and without any encumbrances from any corner whatsoever till date.

M/S. KAJAL SAMADDAR

  
Proprietor

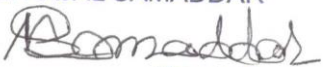
**AND WHEREAS** each and every part of the said premises is free from all encumbrances, charges, liens, impence, attachments, trusts , acquisition and/or requisition , etc. whatsoever or howsoever nature and the LAND OWNER has/have good free and clear marketable title of the said premises with right to assign and transfer his title to the Third Parties.

**AND WHEREAS** the LAND OWNER are desirous of developing the said premises by demolition of the existing building and constructing a multi-storied building in accordance with the building plan to be sanctioned by local **Barrackpore Municipality**.

**AND WHEREAS** said MR. SANJIB KUMAR GHOSH is the owner of the land and property described in FIRST SCHEDULE and he entered into a Development Agreement for above mentioned land measuring about more or less **01 (one) Cottha, 8 (eight) Chittaks, out of 03 (three) Cottha** as per deed, on Dated 07/05/18, with the DEVELOPER herein which was duly Registered at the office of the Additional District Registrar Barrackpore, North 24 Parganas, being Deed No. 150502084, for the Year 2018, and also executed a Development Power of attorney on Dated 07/05/18, to the DEVELOPER herein which was duly Registered at the office of the Additional District Registrar Barrackpore, North 24 Parganas, being Deed No. 150502246, for the Year 2018.

**AND WHERAS** since then the Gopal Chandra Ghosh (LAND OWNER 03), possess all that piece and parcel of land measuring about more or less **01 (one) Cottha, 8 (eight) Chittaks, out of 03 (three) Cottha land** with building thereon in **R.S. Dag No 1800**, under C.S. Khatian No 1, R.S.

M/S. KAJAL SAMADDAR

  
Proprietor

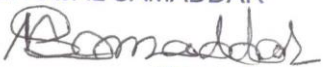
Khatian No 84, of Mouza -Chandanpukur, J.L. No 2, Re.Su. No 15, Pargana Kalikata, Touzi No 108, under Municipal Jurisdiction of Barrackpore Municipality, Ward No 06, Holding No 4(181/A/1) Barasat Road, Maszid More, A.D.S.R.O. Barrackpore, District - 24 Parganas (N), Kolkata – 700122.

AND WHEREAS by the above said manner the LAND OWNER 03, herein became the owner of the above said property and he mutated his name in the records of Barrackpore Municipality in Ward No. 06, Holding No. 4 (181/A/1), Barasat Road, Kolkata 700122, herein after called the **PREMISES**, more fully and elaborately described in **FIRST SCHEDULE** hereunder written and he has been seizing, possessing and enjoying the same with full right, title and interest and without any encumbrances from any corner whatsoever till date.

**AND WHEREAS** each and every part of the said premises is free from all encumbrances, charges, liens, impence, attachments, trusts, acquisition and/or requisition , etc. whatsoever or howsoever nature and the LAND OWNER 03 has/have good free and clear marketable title of the said premises with right to assign and transfer his title to the Third Parties.

**AND WHEREAS** the LAND OWNER are desirous of developing the said premises by demolition of the existing building and constructing a multi-storied building in accordance with the building plan to be sanctioned by local **Barrackpore Municipality**.

M/S. KAJAL SAMADDAR



Proprietor

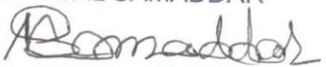
**WHEREAS** the LAND OWNER 03 hereto have every right and authority to enter into this present Agreement with the Developer and have had no difficulty in fulfilling all its obligations so contained in this present Agreement.

**AND WHEREAS** upon the aforesaid representation of the land owner and subject to verification of the title of the LAND OWNER 03 concerning the said premises, the DEVELOPER has agreed to develop the said premises in accordance with the sanctioned building plan on the terms and conditions hereinafter appearing.

**AND WHEREAS** said MR. GOPAL CHANDRA GHOSH is the owner of the land and property described in FIRST SCHEDULE and he entered into a Development Agreement for above mentioned land measuring about more or less 01 (one) Cottha, 8 (eight) Chittaks, out of 03 (three) Cottha as per deed, on Dated 04/07/18, with the DEVELOPER herein which was duly Registered at the office of the Additional District Registrar Barrackpore, North 24 Parganas, being Deed No. 150503186, for the Year 2018, and also executed a Development Power of attorney on Dated 04/07/18, to the DEVELOPER herein which was duly Registered at the office of the Additional District Registrar Barrackpore, North 24 Parganas, being Deed No. 150503195, for the Year 2018.

**AND WHEREAS** now the landowners jointly enjoys & possess land measuring more or less **07 (seven) Cottha 00 (zero) Chhataks 00 (zero) square feet**, in R.S. Dag No. 1800, under R.S Khatian No 84 and Modified Khatian No 4898, New Khatian No 84, 5848, 5349 of Mouja Chandanpukur,

M/S. KAJAL SAMADDAR

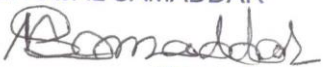
  
Proprietor

J.L.No 2, P.S. Titagarh, A.D.S.R.O. Barrackpore, under municipal jurisdiction of Barrackpore Municipality, Ward No. 6, Holding No. 3(181/A) Barasat Road, District North 24 Parganas, Kolkata – 700122, in the state of West Bengal more fully and elaborately described in FIRST SCHEDULE hereunder written and they have been seizing, possessing and enjoying the same with full right, title and interest thereon.

**AND WHEREAS** Landowners by virtue of the aforesaid Development Agreement and Development Power Attorney granted exclusive right to the developer to undertake the construction of multi-storied building in accordance with the sanctioned **Site Plan Vide Sanctioned Memo No. 146/19-20/SSP dated 20.01.2020** and Sanctioned **Building Plan vide Sanctioned Memo No. 181/PS-GF/PLINTH/BG on dated 02.03.2020** sanctioned by the Barrackpore Municipality and except the land owner's allocation mentioned in "second schedule" as per development agreement together with common facilities and amenities as described in Schedule, Developer have exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever by negotiating with the prospective buyers and to enter into an agreement for sale in respect of developer allocation including the units in the building together with or independent of the land comprised in the said premises on such terms and conditions and consideration as the Developer may deem fit and proper with a condition that the Land Owners shall not raise any dispute or object to such acts of the developers.

**AND WHEREAS** Landowners by virtue of the aforesaid Development Power Attorney the said Land Owners declare that they shall have no

M/S. KAJAL SAMADDAR



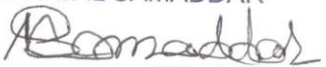
Proprietor



objection to the matter of realization of advance amount, earnest money and entire consideration money from the intending purchaser of the flat by the developer and said land owner and developer have jointly represented before the purchaser that the said premises is free from all encumbrances and lispendens and authorized the developer and promoter to conclude and execute agreement for sale and deed of conveyance on their behalf by presenting the deed for registration after development of property by raising multi storied building which the owners ratified and confirmed.

**AND WHEREAS** THE VENDORS and the DEVELOPER have jointly approached the Purchasers to sale and the Purchasers has agreed to purchase from the VENDORS, the Unit no ‘\_\_\_’, on \_\_\_\_\_ **Floor** (more fully described in the **SECOND SCHEDULE** here under written) including amenities, fixtures and fitting to be provided in such building (short particulars whereof are set out in the **SECOND SCHEDULE** here under written) in accordance with the specifications approved by the Purchasers (full particulars of such specifications approved by the Purchasers has been described in the **SECOND SCHEDULE** hereunder written) at or for the total consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only** (approximately) for a total carpet area of more or less \_\_\_\_\_ **sqft.** \_\_\_\_\_ **sqft. covered area (Super built up area \_\_\_\_\_sqft.)** subject to the final measurement to be arrived at the jointly by the parties hereto; and final assessment of the total cost of the building shall be made at the rate of **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_) only** per Sq.Ft. of the super built up area of the said building.

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Proprietor

**AND WHEREAS** the Purchasers approved the construction of the building which is nearing completion on the said land and all amenities, fixtures and fitting and facilities to be provided and installed in such building as prepared by the DEVELOPER and agreed by the purchasers.

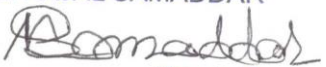
**AND WHEREAS** to record the terms and condition agreed by and between the parties hereto, the parties hereto have agreed to enter into an agreement (being these presents) in the manner hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH as follow:-**

1. Whereas the Purchasers have made searches and enquiries in respect of the relevant document as required for construction of multi storied building and satisfied themselves in all respects and that the said multi storied building since constructed is free from all encumbrances and all statutory provisions have been complied with and the vendors have complied with all statutory formalities.

2. That the VENDORS and the DEVELOPER have jointly agreed to sell and the Purchasers have agreed to purchase from the VENDORS the said proportionate land (fully described in the **FIRST SCHEDULE** hereunder written) and from the DEVELOPER the Unit no '\_\_\_\_\_', on \_\_\_\_\_ **Floor** constructed on the said land (fully described in the **SECOND SCHEDULE** hereunder written) including all amenities, fixture and fitting to be provided and installed in such building (short particulars whereof are set out in the **SECOND SCHEDULE** hereunder written) as per specifications approved by the Purchasers (described in the **SECOND SCHEDULE** hereunder written) at or for the total consideration of **Rs. \_\_\_\_\_/- (Rupees**

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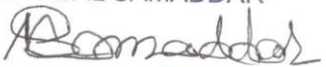
\_\_\_\_\_ ) **only** and this amount will be finally decided after the joint measurement of total super built up area by the DEVELOPER and the representative of the PURCHASERS, subject to increase or decrease @ Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_) only per sq.ft.

3. Simultaneously with the execution of these presents the Purchasers have paid to the DEVELOPER a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** as and by way of earnest money and in part payment of the consideration money and which the DEVELOPER here by admit and acknowledge.

4. The Purchasers also agree to pay the balance amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** in installments as mentioned in FIFTH SCHEDULE.

5. The above total consideration amount is excluding Service Taxes/ GST. Service Tax/GST shall be payable by the Purchasers to the Developer as applicable as per Prevailing Rates as and when formed. The Unit area sold are subject to increase or decrease after final measurement before possession/registration of unit (whichever is earlier). In such case the total consideration will depend on the Final area calculated after measurement and the Purchasers have to pay the additional area cost at the rate the unit sold i.e. Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_) only per sq. ft. and sale deed must contain the area calculated finally in presence of both the developer and Purchasers. Same wise, if the area found to be lesser than declared here after calculation, then the Developer must refund the less area cost at same rate sold i.e. Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_)

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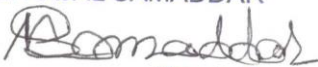
only per sq. ft. deducting any pending dues or additional work cost (if any) from the Purchasers.

6. The Purchasers and the DEVELOPER shall hold a joint survey from time to time. The first of Such survey being within a fortnight from the execution of these presents and thereafter at last once in fifteen days, in order to ascertain the position of construction in terms of progress and/or completion thereof; and after ascertaining the same and mutually agreeing there to the Purchasers shall make payment to the DEVELOPER, subject to the terms stated in **paragraph no. 1** hereof: in the manner as stated in **SCHEDULE FIVE** hereunder written. Further, the amount paid as earnest money / advance shall be fully adjusted by the Purchasers out of the 1<sup>st</sup> installment of Purchase consideration payable to the DEVELOPER.

7. The DEVELOPER here by agreed and undertakes to rectify all the defects as may be found or detected during the period of construction, which is a part of developer's schedule work, notified by the purchasers, at the DEVELOPER's own cost.

8. That the Purchasers have satisfied themselves about prima facie title the said land belonging to the VENDORS and has examined sanctioned plan of local Barrackpore Municipality obtained by the DEVELOPER and the Purchasers reserve its right to further verify the title to the said land belonging to the VENDOR and also whether the said property is free from all encumbrances, charges, liens, trusts, lispens and/or any execution or attachments proceeding and/or prohibitory orders and /or any acquisition or requisition proceeding or scheme of any authority.

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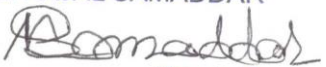
  
Proprietor

9. The DEVELOPER here by agree and undertake that he/they shall complete construction of the building on or before the **31<sup>st</sup> December, 2021** or **06 months grace period** or within such extended period as may be mutually agreed upon by and between the vendors/Developer and the purchaser, and shall also obtain the completion certificate from the local municipality subject to issued by the same from local municipality for the purpose of providing the Purchasers with the same.

10. That the DEVELOPER shall pay the all Municipality rates and taxes, electric bills in respect of the said property up to the date of handing over the possession and the Purchasers shall pay such Municipality rates and taxes, electric bills according to sub-meter issued and as well as the share of electric charges of common electric meter from the date of possession.

11. The Purchasers have agreed to pay to the developer the electric bill dues as per electric bill received in the name of Building / Developer / Landlord, regularly either monthly or quarterly calculating the amount as proportionate share common electric meter reading and full share individual unit meter reading at the rate per unit the building receives electric bill for the period till obtaining new connection in the name of individual purchaser. Here it is specifically mentioned if any reason Purchasers are unable to pay his/her/their electric bill within a stipulated period or due date mentioned by concerned electric supply office and for such reason if the concerned office stops/disconnects the power supply of the building then the respective Purchasers are liable to pay further connection charges along with all fine penalties etc at their own cost and expenses.

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Proprietor

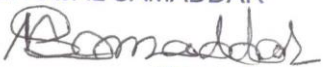
12. All disputes and differences between the parties here to regarding the construction or interpretation of any of the terms and condition herein contained or touching this presents or determination of any liability shall referred to arbitrator in accordance with the provision of Arbitration and Conciliation Act, 1996 or any other amendment or modification or enactment thereto for the time being in force. The Vendors and the Purchasers shall not comments legal proceeding or to have any receiver appointed in the said premises or the said building unless the same is First refer to Arbitration and Arbitrator has given his award. The Arbitrator shall have summary powers. The Arbitrator shall have the right to give interim award and directions.

13. The Courts at North 24 Parganas and Kolkata shall have Jurisdiction to entertain and try all action shoots and proceeding arising out of this agreement.

14. If owing to no- default on the part of the DEVELOPER, the Vendors/Developer have the absolute right to terminate or cancel this agreement if the Purchasers fail or neglect to make payments of the amount due and payable in terms of the agreement as per schedule mentioned above Or The Purchasers commit any breach of any terms or conditions herein contains. Upon such termination the vendors/Developer shall deduct 10% of total received money till date as penalty/fine charges and the rest received amount will be refunded in purchasers' Bank account within 30 days from the date of cancellation.

15. If Purchasers fail to pay any 3 installments, then the Developer must send him a notice regarding his/her/their failure of installments within due

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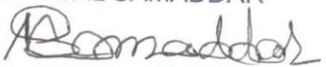
dates and the Developer has absolute right to cancel/ terminate the agreement if the Purchasers do not pay those due installments within 15 days from the date of serving notice. Upon such termination the vendors/Developer shall deduct 10% of total received money till date as penalty/fine charges and the rest received amount will be refunded in purchasers' Bank account within 30 days from the date of cancellation.

16. If the Purchasers for some reason of their own due to wealth or other, wants or applies to cancel the agreement, then developer may allow the Purchasers for the purpose. In such case the Purchasers must submit a cancellation request letter towards in the name of the developer and the developer upon receiving the letter cancels the agreement and refunds 90% of money received till date within a period of 30 days and rest 10% is deducted as penalty/fine charges, work & file carrying cost.

17. Upon completion of construction work of the building and as well the work of purchasers' unit, developer must acknowledge the Purchasers with a written letter or verbally to arrange for a registration date of the unit. Purchasers must register the unit in the respective Registry office immediately or within 30 days from the date of handing over/receiving the completion letter/registration request letter from the developer.

18. The VENDORS and DEVELOPER deliver to the Purchasers vacant and peaceful possession of the said property on completion of the work as per specifications and possession certificate and Xerox documents of title relating to the said property shall be handed over to the Purchasers as in possession of the vendors.

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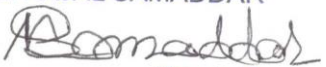
  
Proprietor

19. The Stamp duty, registration charges and incidental expenses for and/or in relation to execution and registration of this Agreement or Deed of conveyance in respect of the said Unit for obtaining approval and consents necessary for such transfer and any other assurances deeds required to be made for or in relation there to shall be born and paid by the Purchasers.

20. The Purchasers have also agreed to pay maximum **1% of total Market Value** assess by the Registration Authority for the purpose of Registration Agreement or Deed of Conveyance in respect of the said Unit in favour of the Advocates of the Developer for legal expenses, Drafting fees and other miscellaneous expenses beside Stamp duty, registration charges and incidental expenses excluding stamp duty, registration charges, other govt fees required in registration process.

21. The developer allows the Purchasers shall take legal opinion, if necessary and any legal discussion in respect of the proposed transaction of the flat agreed to be purchased with Developer appointed Learned Advocate Mr. Siva Prasad Ghose (9830030278), Chamber located at Madhu Malancha Complex Building, Barrackpore, near 14 no. Rail Gate and registration of the flat through developer appointed Advocate and registration of the deed of conveyance must be through the said advocate Mr. Siva Prasad Ghose or any other developer appointed advocate, and the Purchasers cannot have any right to appoint any other advocate except developer's choice for the purpose of registration and it is further recorded that cost of registration to be assessed on the basis of market value to be assessed by the registering authority on the basis of agreement area of the flat to be sold but not in respect of the transaction mentioned in the agreement for sale and entire cost to be borne by

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the Purchasers to be settled by the developer appointed Advocate according to the market value.

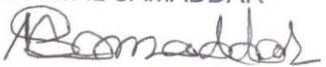
22. Charges for any extra work which is carried out on request of the purchaser, must be paid off to the developer before getting handover of possession or registration of unit (whichever is earlier).

23. All betterment fees, taxes and other levies charges impose by the government or any other authority relating to the said Premises and/or the said Unit/Apartment shall be paid and borne by the Purchasers proportionate to his/her/their interest there in and those relating only to the said Unit shall be borne solely and conclusively by the Purchasers.

24. That the developer shall have every right to construct additional floor/s over the existing (B+G+4) storied in future after getting sanction for the same from the Barrackpore Municipality and in that case, the Purchasers shall have no right to raise any objection or to interfere into the said further construction of additional floor over the existing structure.

25. The Developer is entitled to construct further floors on and above the top roof of the Said Complex and/or to make other constructions elsewhere in the Said Premises and the Buyers shall not obstruct or object to the same. The Buyers also admit and accept that the Sellers and/or employees and/or agents and/or contractors of the Sellers shall be entitled to use and utilize the Common Portions for movement and store of building materials and for other purposes and the Buyers shall not raise any objection in any manner whatsoever with regard thereto.

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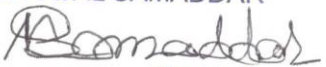
26. The Buyers admit and accept that use of common passage in the Said Premises/Said Complex is common for ingress and egress for persons & materials connected with the construction and maintenance and other flat owners of the Said Complex and any other adjacent property and/or projects of the Seller and the Buyers hereby declare and undertake not to raise any objection of any and every nature in this regard.

27. That during the agreement period if the buyer intend to change name / or transfer the properties to the third parties then the buyer is liable to pay additional **Rupees 20,000/- only** along with service tax/GST and other legal expenses to the Developer for changing name in favour for his/her/their nominated person.

28. The Purchasers agreed and covenant not to claim any right of possession over and in respect of the said Unit till such time the Purchasers have made and/or deposited the entire amount here in agreed to be paid or deposited by the Purchasers. It is hereby agreed and declare that the Purchasers have agreed and committed himself/herself/themselves to make payment of the amount payable in terms of the presents and its shall not be obligatory or necessary on the Part of the Vendor to serve any notice or demand on the Purchasers.

29. On a particular date, after completion of construction and registration of all saleable units, the developer will arrange a meeting for the purpose of forming a society, which includes every members of the apartment. All purchasers are bound to be present at the meeting and bound to abide by the terms, rules, conditions which is settled and decided in such meeting.

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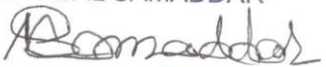
30. The Purchasers do hereby covenant with the Vendors and Developer that the Purchasers shall and will at all times hereafter allow the developer to erect further floor on the said building if and when the local municipality allow such erection and developer shall have right to dispose of the flats on the further floor if and when erected and that all other Purchasers of the proportionate share in the said land or the flats to be constructed thereon shall be entitled and competent to enjoy and exercise all the rights subject to the obligations as are entitled to be enjoyed by the Purchasers and that this stipulation shall be always constructed as the covenant running with the land in respect of all subsequent transferees.

31. The Purchasers must not in any way or manner use the Residential Unit as commercial or business purposes.

32. That the Purchasers shall wait for individual electric connection until the W.B.S.E.D.C.L. or any other concerning authority arranges it for the building. The Purchasers will not put any pressure or force to the Vendors or Developer related to individual electric meter for their individual unit till W.B.S.E.D.C.L or any other authority provide the said connection.

33. That 2 KV load electric power will be provided to the two bed room flats owner subject to extra payment of Rs 20,000/- only and 3 KV load electric power will be provided to the three bed room flats owner subject to extra payment of Rs 25,000/- only for their electricity. Here it is also mentioned if any unit holder demanding more power for his respective unit then they are liable to pay extra cost as per demand of developer.

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34. After taking Possession of the unit and till the date of forming society, the Purchasers must pay @ Rs.1/- per sq.ft. per month for Purchasers unit as maintenance charges to the developer.

35. The purchasers are not allowed to use the Service of lift till developer receives fit certificate from the lift concerning/operating authority.

36. Both the developer/vendor and Purchasers agrees/confirms that they must abide by all the terms, conditions, statements mentioned above.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

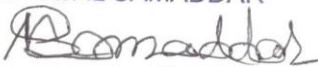
(Description of the land)

**ALL THAT** piece and parcel of revenue paying Rayatdakhali 'Bastu' land measuring about more or less **07 (seven) Cottha 00 (zero) Chhataks 00 (zero) square feet**, in R.S. Dag No. 1800, under R.S Khatian No 84 and Modified Khatian No 4898, New Khatian No 84, 5848, 5349 of Mouja Chandanpukur, J.L.No 2, P.S. Titagarh, A.D.S.R.O. Barrackpore, under municipal jurisdiction of Barrackpore Municipality, Ward No. 6, Holding No. 3(181/A) Barasat Road, District North 24 Parganas, Kolkata – 700122, in the state of West Bengal, is part of the agreement which is butted and bounded as follows :-

On The North : - Barasat Road.  
 On The South : - Property of Sukur Ali.  
 On The East : - Property of Satish Chandra Ghosh & Others.  
 On the West : - Property of Haripada Ghosh.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

M/S. KAJAL SAMADDAR

  
Proprietor

(Details of the unit sold)

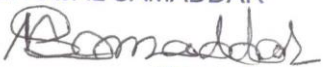
**ALL THAT** the **Residential Unit No. ‘\_\_\_’**, on \_\_\_\_\_ **Floor** (\_\_\_\_\_  
\_\_\_\_\_**Side**), measuring about **more or less** \_\_\_\_\_ **sqft. Carpet Area** ,  
\_\_\_\_\_ **sqft covered area**, \_\_\_\_\_ **sqft. super built up area** (i.e. covered  
area x 30%) consisting of \_\_\_ bedrooms, \_\_\_ drawing cum dining room, \_\_\_  
kitchen, \_\_\_ toilets and \_\_\_ balcony in the new Proposed Building  
commonly known as “**Rajoshree Apartment**” with common Lift Facility at  
the said premises mentioned in **FIRST SCHEDULE** herein above written  
and shown in the Plan annexed here to duly Bordered in **Red Coloured** there  
on together with proportionate undivided, un-demarcated, indivisible,  
impartible in the common area and installation mentioned and described in  
the **THIRD SCHEDULE** here under written attributable to the said unit and  
together with proportionate demarcated, in divisible, impartible share in the  
Land comprised in the said premises attributable to the said Unit.

**SPECIFICATION APPROVED BY THE PURCHASER**

(Short particulars of the amenities and fixtures and fitting to be installed  
and/or situated in the said property to be set out here)

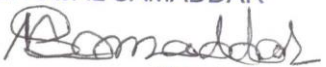
|    |                        |  |
|----|------------------------|--|
| a) | <b>Foundation:</b>     | RCC Frame structure.   |
| b) | <b>Super structure</b> | RCC + Brick Work.  |
| c) | <b>Elevation</b>       | As per engineers opinion/preference.   |
| d) | <b>External Finish</b> | Cement Plaster and Asian paint ACE.  |
| e) | <b>Windows</b>         | Aluminium sliding windows with iron grill and also covered by 3mm. colour glass. |

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Proprietor

|    |                                     |   |
|----|-------------------------------------|---|
| f) | <b>Doors</b>                        | <p>1. All door frame made by Sal wooden frame and main door made by pine wooden palla, and others doors made by modern flash doors,</p> <p>2. Toilet doors made by PVC frame &amp; PVC palla.</p> <p>3. Main door decorated steel handles, eye hole, and others door (s) decorated by steel handle and hasbolt.</p>   |
| g) | <b>Flooring &amp; Skirting</b>      | Marble floor of all bed rooms, dining, balcony, living place. And marble floor at bathrooms & toilets of each unit. And glazed tiles up to a height of 6 feet on all walls of large bathroom and toilet, and glazed tile up to 6 ft height on all walls of small bathroom and glazed tiles up to a height of 4 ft from kitchen top. Staircase and landing of marble flooring. |
| h) | <b>Walls and Ceiling</b>            | Wall putty surfacing.   |
| i) | <b>Black Stone Cooking Platform</b> | 8 feet length Black Stone Slab covered by Green Marble on cooking platform.   |
| j) | <b>Sink</b>                         | Stainless Steel Sink.   |
| k) | <b>Electrical Points</b>            | 30 nos light point and 2 nos 15 amp point for each unit.  |
| l) | <b>Electric meter</b>               | The Purchasers has liable to pay extra cost for electric meter.   |
| m) | <b>Water point</b>                  | Total 13 water points as 6 (six) water point in master bath room, and 3 (three) water point in small bathroom, and  |

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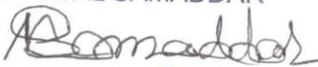
|  |  |  |
|--|--|--|
|  |  | 2(two) water point in kitchen room, one Basin point, and one washing machine point along with Deep tube (submersible pump) and municipal water supply. Internal GI Pipes, and outside with PVC and UPVC pipes. |
|--|--|--|

**THE THIRD SCHEDULE ABOVE REFERRED TO**

(Description of Common portions)

1. The entirety of the Land described in the First Schedule herein above written.
2. Staircase of all floors.
3. Common lift for escalation of all floors.
4. Landing of staircases on all floors.
5. Common paths passages and areas excepting expressly such area on Land and Building as are not needed or held or intended for use by a particular person but including beams, foundations and supports.
6. Drive way, Path-Way and lobby.
7. Boundary Wall and Main Gates.
8. Drainage and Sewage.
9. All Electrical installation Electric Warring, meters, transformer if any, generator if any and fitting (excluding only those as are installed within the excluding area of any Unit and/or exclusively intended for its use).
10. Submersible pump for boring water.
11. Pump Room, Water Tank, on the Ground Floor and/or on the terrace, Water Pipes, Motor Pump and other common Plumbing installation (save only those as are within the exclusive area of any Unit and/or exclusively intended for its use).

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Proprietor

12. All other common Parts, Areas, Equipments, Installations, Fittings, Fixtures, Space in or about the Building or the Land as are necessary for passage to or use and occupancy of the Units in common with other owners or occupiers of the Land and Building or portions there to whether at present or in future to be constructed in the Land or the Building but expressly excluding the terrace.
13. Common Garage for parking one cycle and one motor bike for each unit.
14. The foundation, beams support corridors, lobbies etc.
15. Windows, Doors and Grills and other fitting of the common area of the premises.
16. Security room (if any).
17. Common toilet (if any).
18. One water point for common use.

**THE FOURTH SCHEDULE ABOVE REFFERED TO**

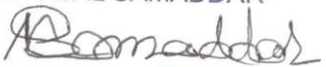
(Specification to the building to be set out here)

1. Six - storied building.
2. No. Of Units: 15 +
- A: Basement: Shops / Garage / Commercial Spaces
- B: Ground Floor: Shops / Offices/ Commercial Spaces
- B: First Floor: Shops / Offices / Commercial Spaces
- C: Second Floor: 5 Numbers of Flat
- D: Third Floor: 5 Numbers of Flat
- E: Fourth Floor: 5 Numbers of Flat

**FIFTH SCHEDULE ABOVE REFERRED TO**

(Payment schedule as per the Purchasers must pay in following installments)

M/S. KAJAL SAMADDAR

  
Proprietor



| <b>SL</b> | <b>Time of Payment</b>  | <b>Amount</b>       |
|-----------|---|---------------------|
| 1.        | On / before the time of signing agreement   | 20% of total amount |
| 2.        | On / before Gr. floor roof casting of the Building  | 15% of total amount |
| 3.        | On / before 3 <sup>rd</sup> . floor roof casting of the Building  | 15% of total amount |
| 4.        | On / before Brick Works of Purchaser's unit   | 15% of total amount |
| 5.        | On/before Inside Plaster of Purchaser's Unit  | 15% of total amount |
| 6.        | On / before outside Plaster of Purchaser's Unit   | 10% of total amount |
| 7.        | On / before execution of deed of conveyance/hand over possession of purchaser's unit (whichever is earlier) | 10% of total amount |

**IN WITNESS** whereof the parties hereto have executed these presents on the day, month and year first above written.

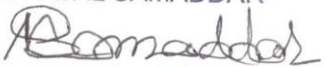
Signed and Delivered by the above named Vendor, Developer and purchaser  
At **Barrackpore** In the presence of:-

**WITNESS**

1.

\_\_\_\_\_  
**SIGNATURE OF CONSTITUTED  
ATTORNEY HOLDER**

M/S. KAJAL SAMADDAR

  
Proprietor

2.

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**SIGNATURE OF DEVELOPER**
**Drafted and prepared by :-**


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**SIGNATURE OF PURCHASERS**

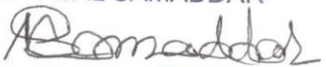
Computer typed by:-

**IO OF CONSIDERATION**

Received from above named Purchaser/s a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) Only** in following manners:-

| <b>DATE</b>                      | <b>CHEQUE NO.</b> | <b>BANK &amp; BRANCH ADDRESS</b> | <b>AMOUNT</b>      |
|----------------------------------|-------------------|----------------------------------|--------------------|
|                                  |                   |                                  |                    |
|                                  |                   |                                  |                    |
|                                  |                   |                                  |                    |
| <b>TOTAL (Rupees _____) Only</b> |                   |                                  | <b>Rs. _____/-</b> |

M/S. KAJAL SAMADDAR


  
Proprietor

Witness:

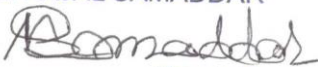
1.

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**SIGNATURE OF DEVELOPER**

2.

M/S. KAJAL SAMADDAR

  
Proprietor