

This AGREEMENT FOR SALE made this the day of February, Two
Thousand and Twenty (2020) A.D.

BETWEEN

1. **SRI PARTHA ROY @ PARTHA PRATIM ROY**, having PAN **AFRPR5865C**, Son of Late Mukul Chandra Roy, residing at BB-12/A, Rabindra Pally, Jyangra, P.S. - Baguiati, Kolkata - 700059, District - North 24 Parganas, 2. **SRI PRITISH KUMAR NANDI @ PRITHWIS KUMAR NANDI**, having PAN **ADKPN5174D**, Son of Jagadish Chandra Nandi, 3. **SMT. MANIKA NANDI**, having PAN **AHIPN9222C**, Wife of Sri Prithish Kumar Nandi @ Prithwis Kumar Nandi, both are resident of 6/1, Banamali Chatterjee Street, PS. Chitpur, Kolkata - 700002, at present residing at Flat No. 14, Kinkini Housing Co-Operative Society Limited, P-19E, C.I.T. Scheme VIIM, Ultadanga Main Road, Kolkata - 700067, all are by faith - Hindu, by Nationality - Indian, by occupation - Business, Retired and Housewife respectively, hereinafter jointly called and referred to as the **VENDORS** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, administrators, executors, legal representatives and assigns) of the **FIRST PART**.

The Vendor No. 1 herein by virtue of a Development Power of Attorney, duly registered on 06/02/2015 before the D.S.R.-II, North 24 Parganas at Barasat and recorded in Book No. I, CD Volume No. 1, Pages from 6377 to 6399, being No. 00385 for the year 2015 and the Vendor Nos. 2-3 herein, by virtue of a Development Power of Attorney, duly registered on 25/02/2015 before the D.S.R.-II, North 24 Parganas at Barasat and recorded in Book No. I, CD Volume No. 1, Pages from 1934 to 1953, being No. 00671 for the year 2015, all are represented by their Constituted Attorney **SRI NILESH ROHRA**, alias **Nilesh Kumar Rohra** having PAN **ARUPR3837P**, son of Sri Ashok Kumar Rohra, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 73, Bangur Avenue, Block C, P.S. - Lake Town, Kolkata - 700055, District - North 24 Parganas.

AND

Akshay Banerjee having PAN: **WOOPS3**, S/O SAYAN BANERJEE, by faith - Hindu, by Occupation Retired, by Nationality - Indian, residing at Vill: Itanagar, Via: Shyampur, P.O: Itawa, P.S: Shyampur, District: Soran, hereinafter called and referred to as the "**PURCHASER**" (which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the "**SECOND PART**".

AND

MESSRS UMA BUILDERS, a Proprietorship firm, having its office at 73, Bangur Avenue, Block C, P.S. - Lake Town, Kolkata - 700055, District - North 24 Parganas, represented by its Sole Proprietor **SRI NILESH ROHRA**, alias **Nilesh Kumar Rohra**, having **PAN ARUPR3837P**, son of Sri Ashok Kumar Rohra, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 73, Bangur Avenue, Block C, P.S. - Lake Town, Kolkata - 700055, District - North 24 Parganas, hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-office, executors, legal representatives and assigns) of the "**THIRD PART**".

WHEREAS one **Babar Ali Mondal**, was the sole and absolute owner of **ALL THAT** piece and parcel of land measuring an area of **61 Decimals**, be the same a little more or less, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830. lying and situated at **MOUZA - GOPALPUR**, J.L No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas and absolutely seized and possessed the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said **Babar Ali Mondal**, died intestate leaving behind his only son Abdul Latif Mondal, two wives namely Mst. Rahimunnesa Bibi and Mst. Karimunnesa Bibi, as his legal heirs and successors, who jointly inherited the aforesaid property, according to Mohammedan Farayez and jointly seized and possessed the same.

AND WHEREAS according to the aforesaid inheritance, said **Abdul Latif Mondal**, became the sole and absolute owner of **ALL THAT** piece and parcel of land measuring an area of **54 Decimals**, be the same a little more or less, out of 61 Decimals, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at **MOUZA - GOPALPUR**, J.L No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas and thereafter sold, transferred and conveyed the same, in favour of **Badsha Ali Mondal @ Badsha Gazi**, by virtue of a Sale Deed, duly registered before the S.R.O. Cossipore DumDum and recorded in Book No. I, Volume No. 135, Pages from 170 to 179,

being No. 1752, for the year 1955 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said **Badsha Ali Mondal @ Badsha Gazi**, sold, transferred and conveyed the same, i.e. **ALL THAT** piece and parcel of land measuring an area of **54 Decimals**, be the same a little more or less, out of 61 Decimals, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at **MOUZA - GOPALPUR**, J.L No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of **Pradip Kumar Das** and **Sudhangsu Kumar Das**, by virtue of a Sale Deed, duly registered on 08/06/1955, before the S.R.O. Cossipore DumDum and recorded in Book No. I, Volume No. 53, Pages from 173 to 176, being No. 5403, for the year 1955 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over their inherited property, said **Mst. Rahimunnesa Bibi** and **Mst. Karimunnesa Bibi**, jointly sold, transferred and conveyed the same, i.e. **ALL THAT** piece and parcel of land measuring an area of **07 Decimals**, be the same a little more or less, out of 61 Decimals, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at **MOUZA - GOPALPUR**, J.L No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of **Ratikanta Hazra**, by virtue of a Sale Deed, duly registered on 01/07/1956, before the S.R.O. Cossipore DumDum and recorded in Book No. I, Volume No. 101, Pages from 128 to 129, being No. 6709, for the year 1956 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said **Pradip Kumar Das**, **Sudhangsu Kumar Das**, and **Ratikanta Hazra**, jointly sold, transferred and conveyed a portion, i.e. **ALL THAT** piece and parcel of land measuring an area of **18 Cottahs 10 Chittacks** be the same a little more or less, out of 61 Decimals, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at **MOUZA - GOPALPUR**, J.L No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport,

A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of **Swapan Kumar Mondal** and **Rupchand Ghosh**, by virtue of a Sale Deed, duly registered on 20/09/1983, before the R.A. Kolkata and recorded in Book No. I, being No. 9580, for the year 1983 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said **Swapan Kumar Mondal** and **Rupchand Ghosh**, jointly sold, transferred and conveyed a portion, i.e. ALL THAT piece and parcel of land measuring an area of **05 Cottahs**, be the same a little more or less, out of 18 Cottahs 10 Chittacks out of 61 Decimals, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at MOUZA - GOPALPUR, J.L No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of **Shib Prasanna Biswas** and **Shakti Prasanna Biswas**, by virtue of a Sale Deed, duly registered before the A.D.S.R.O. Cossipur DumDum and recorded in Book No. I, being No. 698, for the year 1984 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said **Shib Prasanna Biswas** and **Shakti Prasanna Biswas**, jointly sold, transferred and conveyed a portion, i.e. ALL THAT piece and parcel of land measuring an area of **02 Cottahs**, be the same a little more or less, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at MOUZA - GOPALPUR, J.L No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of **Prabuddha Roy** and **Smt. Sikha Roy**, by virtue of a Sale Deed, duly registered before the R.A. Kolkata and recorded in Book No. I, Volume No. 355, Pages from 145 to 153, being No. 15752, for the year 1985 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said **Prabuddha Roy** and **Smt. Sikha Roy**, jointly sold, transferred and conveyed the same, i.e. ALL THAT piece and parcel of land measuring an area of **02 Cottahs**, be the same a little more or less, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at MOUZA - GOPALPUR, J.L No. 2, Re.Su. No. 140, Touzi No. 2998, within the

local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of **Ramen Chatterjee**, by virtue of a Sale Deed, duly registered before the R.A. Kolkata and recorded in Book No. I, CD Volume No. 8, Pages from 958 to 974, being No. 07984, for the year 2008 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said **Ramen Chatterjee**, sold, transferred and conveyed the same, i.e. **ALL THAT** piece and parcel of land measuring an area of **02 (Two) Cottahs**, be the same a little more or less, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at **MOUZA - GOPALPUR**, J.L No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of the **VENDOR NO. 1** herein, by virtue of a Sale Deed, duly executed on 16/04/2012 and registered on 17/04/2012, before the D.S.R.-II, North 24 Parganas at Barasat and recorded in Book No. I, CD Volume No. 16, Pages from 5110 to 5127, being No. 05307, for the year 2012 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said **Swapan Kumar Mondal** and **Rupchand Ghosh**, jointly sold, transferred and conveyed another portion, i.e. **ALL THAT** piece and parcel of land measuring an area of **05 Cottahs 02 Sq.ft.**, be the same a little more or less, out of 18 Cottahs 10 Chittacks out of 61 Decimals, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at **MOUZA - GOPALPUR**, J.L No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of **Smt. Anjali Biswas**, by virtue of a Sale Deed, duly registered on 27/01/1984 before the S.R.O. Cossipur DumDum and recorded in Book No. I, being No. 699, for the year 1984 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said **Smt. Anjali Biswas**, sold, transferred and conveyed a portion out of the same, i.e. **ALL THAT** piece and parcel of land measuring an area of **02 (Two) Cottahs**, be the same a little more or less, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678,

corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at **MOUZA - GOPALPUR**, J.L No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of **Sri Swadesh Ranjan Chakraborty** and **Smt. Sukriti Chakraborty**, by virtue of a Sale Deed, duly registered before the R.A. Kolkata and recorded in Book No. I, Volume No. 29, Pages from 81 to 89, being No. 786, for the year 1986 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said **Sri Swadesh Ranjan Chakraborty** and **Smt. Sukriti Chakraborty**, jointly sold, transferred and conveyed the same, i.e. **ALL THAT** piece and parcel of land measuring an area of **02 (Two) Cottahs**, be the same a little more or less, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at **MOUZA - GOPALPUR**, J.L No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of **Sri Malay Saha** and **Smt. Shuvra Saha**, by virtue of a Sale Deed, duly registered on 12/07/2004 before the D.S.R.-II, North 24 Parganas at Barasat and recorded in Book No. I, Volume No. 1, Pages from 1 to 20, being No. 03790, for the year 2004 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said **Sri Malay Saha** and **Smt. Shuvra Saha**, jointly sold, transferred and conveyed the same, i.e. **ALL THAT** piece and parcel of land measuring an area of **02 (Two) Cottahs**, be the same a little more or less, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at **MOUZA - GOPALPUR**, J.L No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of the **VENDOR NO. 1** herein, by virtue of a Sale Deed, duly executed on 26/03/2013 and registered on 02/04/2013 before the D.S.R.-II, North 24 Parganas at Barasat and recorded in Book No. I, CD Volume No. 18, Pages from 1050 to 1062, being No. 04719, for the year 2013 and delivered the peaceful possession over the same.

AND WHEREAS by virtue of aforesaid two separate Sale Deed, being Nos. 05307/2012 and 04719/2013, the **VENDOR NO. 1** herein, became the sole and absolute owner of **ALL THAT** piece and parcel of land measuring an

area of **04 (Four) Cottahs**, be the same a little more or less, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at **MOUZA - GOPALPUR**, J.L No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, morefully and particularly described in First Schedule hereunder written and thereafter the **Vendor No. 1** herein mutated his name in the present L.R. R.O.R. vide **L.R. Khatian No. 11634** under **L.R. Dag No. 2817** in respect of the aforesaid land measuring **6.60 Decimals** or **04 Cottahs**, more or less as 1082 share out of 61 Decimals and thus he has every right, title and interest over the said property free from all encumbrances, liens, charges and mortgages whatsoever.

AND WHEREAS said **Shib Prasanna Biswas** and **Shakti Prasanna Biswas**, jointly also sold, transferred and conveyed another portion, i.e. **ALL THAT** piece and parcel of land measuring an area of **02 Cottahs**, be the same a little more or less, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at **MOUZA - GOPALPUR**, J.L No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of the **VENDOR NOS. 2-3** herein, by virtue of a Sale Deed, duly registered on 07/11/1985 before the R.A. Kolkata and recorded in Book No. I, Volume No. 355, Pages from 136 to 144, being No. 15751, for the year 1985 and delivered the peaceful possession over the same.

AND WHEREAS by virtue of aforesaid Sale Deed, the **VENDOR NOS. 2-3** herein, became the joint absolute owners of **ALL THAT** piece and parcel of land measuring an area of **02 (Two) Cottahs**, be the same a little more or less, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at **MOUZA - GOPALPUR**, J.L No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, morefully and particularly described in **First Schedule** hereunder written and and thereafter the **Vendor nos. 2-3** herein mutated their names in the present L.R. R.O.R. vide **L.R. Khatian Nos. 21638 & 21637** under **L.R. Dag No. 2817** in respect of the aforesaid land measuring **3.30 Decimals** or **02 Cottahs**, more or less and thus they have every right, title and

interest over the said property free from all encumbrances, liens, charges and mortgages whatsoever.

AND WHEREAS the **VENDOR NO. 1** herein while in possession and enjoyment of the said land measuring an area of **04 Cottahs**, mentioned in **First Schedule** herein below, with a view to develop the same by erecting a multi-storied building, entered into a Development Agreement with the Developer of the Third Part herein, under certain terms and conditions mentioned therein, which was duly registered on 06/02/2015 before the D.S.R.-II, North 24 Parganas at Barasat and recorded in Book No. I, CD Volume No. 1, Pages from 6316 to 6352, being No. 00383 for the year 2015 and also empowered the Proprietor of the developer herein namely **Sri Nilesh Rohora**, as his Constituted Attorney, by virtue of a Development Power of Attorney, which was duly registered on 06/02/2015 before the D.S.R.-II, North 24 Parganas at Barasat and recorded in Book No. I, CD Volume No. 1, Pages from 6377 to 6399, being No. 00385 for the year 2015.

AND WHEREAS the **VENDOR NOS. 2-3** herein while in joint possession and enjoyment of the said land measuring an area of **02 Cottahs**, mentioned in **First Schedule** herein below, with a view to develop the same by erecting a multi-storied building, entered into a Development Agreement with the Developer of the Third Part herein, under certain terms and conditions mentioned therein, which was duly registered on 25/02/2015 before the D.S.R.-II, North 24 Parganas at Barasat and recorded in Book No. I, CD Volume No. 2, Pages from 1900 to 1933, being No. 00670 for the year 2015 and also empowered the Proprietor of the developer herein namely **Sri Nilesh Rohora**, as his Constituted Attorney, by virtue of a Development Power of Attorney, which was duly registered on 25/02/2015 before the D.S.R.-II, North 24 Parganas at Barasat and recorded in Book No. I, CD Volume No. 1, Pages from 1934 to 1953, being No. 00671 for the year 2015.

AND WHEREAS all the Vendors herein, amalgamated their separate plot of land, into a single plot of land, by virtue of a Deed of Declaration of Amalgamation, which was duly registered on 04/08/2017 before the A.D.S.R.O. Bidhannagar (Salt Lake City) and recorded in Book No. I, Volume No. 1504-2017, Pages from 38257 to 38275, being No. 150401032 for the year 2017 and thereafter they obtained the Conversion Certificate as the nature of **Bastu**, from the B.L. & L.R.O. Rajarhat, in respect of their aforesaid property, vide Conversion Case No. **980/BL & LRO/Raj/2016** dated 22/08/2016 and **978/BL & LRO/Raj/2016** dated 22/08/2016 and **979/BL & LRO/Raj/2016** dated 22/08/2016 respectively.

AND WHEREAS according to the terms and conditions of the aforesaid two separate Development Agreement and Development Power of Attorney, the Developer herein, obtained a Building sanctioned Plan from Bidhannagar Municipal Corporation being Plan No. _____ dated _____ and accordingly started the proposed construction of the said multi-storied building and the Purchaser have negotiated with the Developer herein and intend to purchase one Flat of the said proposed building after satisfaction about the Title of the said land, Building Sanctioned Plan, Specification of the said proposed building and other papers.

AND WHEREAS the Purchaser herein have interested to purchase and the Vendors and the Developers herein jointly agreed to sell a self contained residential Flat being No. **_2D_** on the **_2_ Floor**, having Super built-up area of **___698___ Sq.ft.**, be the same a little more or less, out of the said Building together with right to use in common facilities, amenities and common areas of the said building with other flat Owners along with undivided proportionate share of the said land, mentioned in Second

Schedule hereinbelow, @ **Rs. ___3000___/- (Rupees Three thousand) only per Sq.ft.** i.e. **Rs. ___2094000___/- (Rupees**

Twenty Lakhs Ninty Four Thousand only) only, free from all encumbrances, charges, liens, lispendents whatsoever. The total area shall be altered and/or increased or decreased after obtaining the building sanctioned Plan.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. The Vendors and the Developer herein shall agreed to sell and Purchaser herein shall interested to purchase a self contained residential Flat being No. **_2D_** on the **_2_ Floor**, having Super built-up area of **___698___ Sq.ft.**, be the same a little more or less, hereinafter referred to as the "SAID FLAT" together with undivided proportionaie share of the said land and right to use all common facilities amenities and common services area of the said building, morefully and particularly described in Schedule 'B' herein below for the consideration of @ **Rs. ___3000___/- (Rupees Three thousand) only per Sq.ft.** i.e. **Rs. ___2094000___/- (Rupees Twenty Lakhs Ninty Four Thousand only)** only.

2. That the Purchaser paid a sum of **Rs. 50,000/- (Fifty Thousand)** only as token money at the time of execution of this agreement by Cheque to the Developer herein and the Developer received & acknowledged the same as an earnest money as mentioned in the memo hereinbelow AND it is agreed that

the Purchaser shall pay the balance consideration to the Vendor from the date of execution of this Agreement for Sale in the manner as follows -

- (a) On application Rs. 50,000 (Rupees Fifty Thousand) only.
- (b) On signing of this agreement 20% of total consideration (i.e. only, which includes the application money.
- (c) On Foundation 10% of total consideration.
- (d) On 1st casting 15% of total consideration.
- (e) On 2nd casting 15% of total consideration.
- (f) On 3rd casting 10% of total consideration.
- (g) On 4th casting 10% of total consideration.
- (h) On Brick work and flooring of Apartment 10% of total consideration.
- (i) Balance 10% only on at the time of handover the possession of the complete Flat and/or registration of Sale Deed in respect of the said Flat whichever is earlier.

3. The said Flat shall be completed and delivered by the Vendor to the Purchaser within 12 **months (twelve months)** from this date subject to full and / final payment by the Purchaser as per this Agreement mentioned above.

4. That if the Purchaser fails to pay the payment of installations as per this Agreement mentioned hereinbefore, in that case the Vendors and the Developer shall have the exclusive right to cancel this agreement in any stage and the Purchaser have no right to raise any objection for that purpose but the Purchaser are entitled to get refund the amount already paid after deduction of 15% towards the service charges.

5. The Purchaser shall pay the balance consideration money in the manner and on the date mentioned before without any delay on their own accords and shall not be entitled to any notice for any such payment.

6. That prior to execution of this Agreement all the copy of related documents of the said property along with documents of title of the said property has been delivered to the Purchaser AND all the said documents has been searched and verified by the Purchaser and upon satisfaction of the said documents and clear title of the said property, the Purchaser has agreed to purchase the said Flat.

7. The costs for registration, agreement stamp duties and other incidental charges shall be borne by the Purchaser herein and all registration, agreement and sale deed will be prepared by Developer's Advocate.

8. The Purchaser shall not under any circumstances, make any construction or alteration or be permitted to make any construction or alteration on the said unit and shall also not be allowed to interfere with the exterior decorations and external colour of the premises.

9. That due to any accident, unavoidable or beyond human control situation of the construction work, the date of completion and date of delivery may be changed with the comprise of both parties.

10. The Vendors and the Developer herein shall deliver the vacant peaceful possession of the said unit mentioned in Schedule 'B' herein below to the Purchaser and the Deed of Conveyance of the said unit be registered by the Developer as well as the Constituted Attorney of the Vendors herein (with the cost of Purchaser) after completion of the full and final payment of total consideration money.

11. That The Purchaser shall be liable to pay the Municipal tax and other common maintenance of the said unit and building proportionately from the date of taking possession. The Vendors and the Developer shall handover the copy of completion certificate issued by Municipal Authority to the Purchaser after completion of the said building.

12. The total maintenance of the said building shall be made by the Association /Society so formed by the Owners and all members shall pay the monthly maintenance fees to the Association without any delay according to the rules or system of Association which are to be laid down.

13. The individual Owners / occupiers of the said building must be a member of Society / Association and should abide by the rules and regulations of the said Association so formed.

14. That the said Flat mentioned in Schedule "B" hereinbelow must be use and occupy for residential purpose only, not for others/commercial purpose.

15. The Purchaser shall be entitled to encumber the said unit by creation of mortgage in favour of any nationalised bank or others to obtain home building loan and the Vendor shall have no objection if the mortgagor enforce the mortgage in respect of the unit mentioned above, subject to full payment of the said unit to the Developer without any delay.

20. The Purchaser shall be entitled to sell, lease, mortgage, assign and let out the unit as he may decide after the registration of the Deed of Conveyance.

THE FIRST SCHEDULE ABOVE REFERRED TO

(The entire Premises)

ALL THAT piece and parcel of Bastu land measuring an area of **06 (Six) Cottahs**, be the same a little more or less, alongwith proposed multi-storied building which is at present under construction, comprising in Sabek Dag No. 3801, corresponding to R.S. & L.R. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, corresponding to L.R. Khatian No. 11634, 21638 & 21637 (recorded in the name of the VENDORS herein), lying and situated at MOUZA - GOPALPUR, J.L No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Ward No. 3 now 4, under Bidhannagar Municipal Corporation, **Kaliparak-Bablatala Road**, Police Station - Airport, A.D.S.R.O. - Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas. which is butted and bounded by :

ON THE NORTH : L/o Swadesh Ranjan Chakraborty
& Smt, Sukriti Chakraborty.

ON THE SOUTH : Others land.

ON THE EAST : 17'-3" wide Road.

ON THE WEST : Zora Marriage House.

THE SECOND SCHEDULE ABOVE REFERRED TO
(The Said Flat)

ALL THAT a self contained residential Flat being No. 2D on the 2 Floor, having Super built-up area of 698 Sq.ft., be the same a little more or less, consisting of 2 Bedrooms, 1 Dining cum Drawing, 1 Kitchen, 2 Toilet (including W.C.) and Verandah, out of the said proposed multi-storied Building TOGETHER WITH undivided proportionate undivided undemarcated share of underneath land, alongwith common areas of the said building, situated at **Kaliparak-Bablatala Road**, under Ward No. 4 of Bidhannagar Municipal Corporation, District - North 24 Parganas.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Common maintenance and expenses)

1. Proportionate expenses of maintenance, repairing, redecorating etc of the said building and lighting of common areas, main entrance, passage, reservoir, septic tank, pump, stair case lift and other's of the building.
2. Proportionate cost of the subsequent decorating of the exterior side of the building.
3. Proportionate costs of the salaries of clerks, watch-guards, sweepers, pump operator etc.

4. Proportionate costs of working and maintenance of light in common area, water and other service charges for The appurtenant part as aforesaid.
5. Proportionate Municipal tax, Government tax and other expenses.
6. Proportionate amount of Insurance of the building against risk of fire etc.
7. Proportionate other expenses those are necessary or incidental of the maintenance and up keep the said building on First Schedule property.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(SPECIFICATION OF THE SAID FLAT)

1. STRUCTURE: Buildings designed with R.C.C framed structure which rest on individual column, design approved by the competent authority.
2. EXTERNAL WALL: 8" thick brick wall or cement block and plastered with cement mortar.
3. INTERNAL WALL: 5"/3" thick brick wall or cement block and plastered with cement mortar.
4. FLOORING: Flooring of bed rooms, kitchen, dining, balcony by vitrified tiles and bath room by anti-skid tiles with 6" skirting.
5. BATH ROOM: Bath room fitted upto 5'-6" height with vitrified/ceramic tiles of standard brand.
6. KITCHEN: Cooking platform and sink with tap, black-stone 3' height glazed white standard tiles above The platform to protect the oil spot.
7. TOILET: One toilet of Indian type / white commod of standard brand with standard P.V.C cistern. All fittings are in standard type One wash basin in each toilet.
8. DOORS: All doors are Sal Wood frame and flush doors. Main door panel, Standard lock and magic eye on main entrance door.
9. WINDOWS: Aluminium sliding window frame with full glass panel, will be good quality grill.
10. WATER SUPPLY: Water supply around the clock is assured for which necessary pump will be installed.
11. PLUMBING: Each toilet with two bibcock/pillar cock, one wall mixture, all fittings are good quality.
12. LIFT: Four persons capacity lift will be provided.

ELECTRICAL WORKS :

Bed rooms	:	Two light points, one fan point, one multi-plug point (6 Amps)
Toilets	:	One light point, one exhaust fan point, 15 Amps one Geyser point.
Living/Dining Room:		two light points, one fan points, four plug point (6 Amps), one T.V. Point and one Refrigerator point (15 AMP)
Kitchen	:	Aqua Guard point and exhaust point and one 15 Amps point.
Stair	:	One light point in each landing, One bell Point outside every flat.
Roof	:	Two light points.
Ground floor :		Adequate light points.

PAINTING :

a) Inside wall of the flat will be finished with plaster of paris and external wall with super snow-cem or equivalent.

b) All door and windows frame and shutter painted with two coats white primer.

EXTRA WORK : Any work other than specified above would be regarded as extra work for which separate payment is required to be paid.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common facilities and enjoyment)

i) The vacant land/space of the land described in First Schedule hereinabove written.

ii) Staircase in each floor & lift.

iii) Landing of staircase in each floor & lift,

iv) Common paths, passages and areas,

v) Boundary wall [if any] and main gate.

vi) Drainage and sewerage.

vii) Electrical installations, electric meter space and all electrical facilities in common places (excluding only those are installed within the exclusive area on any flat).

viii) Pump room (if any), waier pump, water supply, water pipe (in outer side) septic tank, water supply and other common plumbing installation (save only those are within the exclusive area on any flat)

ix) Outer side wall and ultimate roof of the building,

x) All other common space and areas of the land and building which are necessary for common areas of flat Owners

xi) Main entrance of the building.

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

SIGNED SEALED & DELIVERED

IN THE PRESENCE OF

1)

SIGNATURE OF THE VENDORS

2)

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE DEVELOPER

MEMO OF CONSIDERATION

RECEIVED from the withinnamed Purchaser a sum of **Rs.**

only as

an earnest money out of the total consideration money in presence of following witnesses as following manner :

WITNESSES :

1.

2.

SIGNATURE OF THE DEVELOPER

Drafted by :

(Biswajit Poddar)
Advocate
Judges Court, Barasat.

Computer by :

(Kuntal Singha Roy)
Barasat Court.