



## **AGREEMENT FOR SALE**

1. Date :
2. Place : Kolkata
3. Parties :

**BASU CONSTRUCTION PVT. LTD.**, a Company within the meaning of Companies Act. 1956, **PAN-AAFCB4485L**, having its registered office at "Swapnoneer Apartment", First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135), represented by its Director **SRI AJIT KUMAR BASU**, son of Late Lakshmi Kanta Basu, **PAN-AIMPB8505H**, **AADHAAR NO-2144 2926 2241** by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**

**AND**

MR/MRS. ...., son/wife/daughter of ....., PAN -  
 .....AADHAAR NO..... by faith - ....., by occupation -  
 ....., by Nationality - Indian, residing at ....., P.O -  
 ....., P.S ....., Kolkata - ....., hereinafter called and referred  
 to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the  
 context be deemed to mean and include his/her/their heirs, executors, administrators,  
 representatives and assigns) of the **SECOND PART**.

**AND**

(1) SRI SANJIT SADHUKHAN, **PAN- BCJPS3748B**, AADHAAR NO-3088 4463 9354(2)  
 SRI BISWANATH SADHUKHAN, **PAN- AMPPS8482D**, AADHAAR NO-6501 5076  
 7032 (3) SRI SHIBNATH SADHUKHAN, **PAN- BCJPS3749A**, AADHAAR NO-6357  
 8747 8246 (4) SRI RANJIT SADHUKHAN, **PAN- BWFPS0053M**, AADHAAR NO-8109  
 7079 7549 all are sons of Late Jagannath Sadhukhan, by faith- Hindu, by Nationality -  
 Indian, by Occupation - Business all are residing at Bhatenda (East), P.O. & P.S - Rajarhat,  
 District- North 24 Parganas, Kolkata - 700 135 (5) SMT. ANUVA SADHUKHAN, **PAN-**  
**GUSPS6954R**, AADHAAR NO-4643 9579 2039 wife of Sri Kashinath Sadhukhan, by faith-  
 Hindu, by Nationality- Indian, by Occupation- Housewife, residing at Village- Basudebpur,  
 P.O- Baripur, P.S- Sakrail, District- Howrah, Pin- 711304, (6) SMT. KABITA DATTA,  
**PAN- AVXPD0123D**, AADHAAR NO-9771 1131 0183 wife of Sri Tapan Kumar Datta, by  
 faith- Hindu, by Nationality- Indian, by Occupation- Housewife, residing at Village-  
 Jagadishpur, P.O & P.S- Rajarhat, District- North 24 Parganas, Kolkata- 700135, (7) SMT.  
 RANU SADHUKHAN, **PAN- GVZPS4996F**, AADHAAR NO-6076 3411 9949 wife of  
 Late Nemai Sadhukhan, by faith- Hindu, by Nationality- Indian, by Occupation- Housewife,  
 residing at Village- Mirhati, P.O & P.S- Amdanga, District- North 24 Parganas, Pin- 743248  
 (8) SMT. RANJU SADHUKHAN, wife of Sri Kajal Sadhukhan, **PAN-DBVPS1287N**,  
 AADHAAR NO-8202 6650 2403 by faith- Hindu, by Nationality- Indian, by Occupation-  
 Housewife, residing at Village- Nibadui, P.O & P.S - Duttapukur, District- North 24 Parganas,  
 Pin- 743248, (9) SMT. SUPARNA PAL, wife of Sri Anil Pal, **PAN- BIEPP3072J**,

**AADHAAR NO-6149 2752 4716** by faith- Hindu, by Nationality- Indian, by Occupation- Housewife, residing at 30, Parri Mohan Sarkar Lane, P.O- Beadon Street, P.S- Battala, Kolkata- 700006, (10) **SMT. SANGITA PRASAD**, wife of Sri Arjun Prasad, **PAN-AFWPP1747A**, **AADHAAR NO-8284 5958 7600** by faith- Hindu, by Nationality - Indian, by Occupation - Housewife, residing at FA/55/GC, **"TIRUPATI APARTMENT"**, Narayantala (West), Deshbandhu Nagar, P.O- Deshbandhu Nagar, P.S – Rajarhat at present Baguiati, District- North 24 Parganas, Kolkata – 700 059, (11) **SMT. MUKTI SAHA**, wife of Sri Gourpada Saha, **PAN- AVHPS3781J**, **AADHAAR NO-** by faith - Hindu, by Nationality - Indian, by occupation - Housewife, residing at RC-59/7, Raghunathpur, Post Office - Desh Bandhu Nagar, Police Station - Baguiati, District - North 24 Parganas, Kolkata - 700059 and (12) **SEKH MOSSAREF @ MD. MOSSAREF**, son of Md. Sekender, **PAN-CQJPM7613Q**, **AADHAAR NO-3528 5225 4112** by faith - Muslim, by Nationality - Indian, by occupation - Business, residing at Village and Post Office - Deara, Police Station - Rajarhat, District - North 24 Parganas, Kolkata - 700135. (The Landowners No. 1 to 9 are represented by their Constituted Attorney, **AJIT KUMAR BASU**, son of Late Lakshmi Kanta Basu, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, the Director of **BASU CONSTRUCTION PVT. LTD.**, a Company within the meaning of Companies Act. 1956, **PAN-AAFCB4485L**, having its registered office at "Swapnoneer Apartment", First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135 and the said **Development Power of Attorney was registered** on 17/05/2016 before the A.D.S.R Rajarhat, Newtown and recorded the same in Book No. I, Volume No. 1523-2016, Pages from 170342 to 170379, Being No. 152305993 for the year 2016) and (The Landowners No. 1, 3, 4 & 10 are represented by their Constituted Attorney, **AJIT KUMAR BASU**, son of Late Lakshmi Kanta Basu, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, the Director of **BASU CONSTRUCTION PVT. LTD.**, a Company within the meaning of Companies Act. 1956, **PAN-AAFCB4485L**, having its registered office at "Swapnoneer Apartment", First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135 and the said **Development Power of Attorney was registered** on 16/08/2016 before the A.D.S.R Rajarhat,

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Newtown and recorded the same in Book No. I, Volume No. 1523-2016, Pages from 270769 to 270807, Being No. 152308876 for the year 2016) and (The Landowner No. 11 is represented by her Constituted Attorney, **AJIT KUMAR BASU**, son of Late Lakshmi Kanta Basu, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, the Director of **BASU CONSTRUCTION PVT. LTD.**, a Company within the meaning of Companies Act. 1956, **PAN-AAFCB4485L**, having its registered office at “Swapnoneer Apartment”, First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135 and the said Development Power of Attorney was registered on 11/04/2019 before the A.D.S.R Rajarhat, Newtown and recorded the same in Book No. I, Volume No. 1523-2019, Pages from 163545 to 163565, Being No. 152304271 for the year 2019) and (The Landowner No. 12 is represented by his Constituted Attorney, **AJIT KUMAR BASU**, son of Late Lakshmi Kanta Basu, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, the Director of **BASU CONSTRUCTION PVT. LTD.**, a Company within the meaning of Companies Act. 1956, **PAN-AAFCB4485L**, having its registered office at “Swapnoneer Apartment”, First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135 and the said Development Power of Attorney was registered on 11/04/2019 before the A.D.S.R Rajarhat, Newtown and recorded the same in Book No. I, Volume No. 1523-2019, Pages from 163127 to 163147, Being No. 152304270 for the year 2019) hereinafter called and referred to as the **“LAND OWNERS”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, representatives and assigns) of the **THIRD PART**.

Developer, Purchaser/s and the Landowners collectively **Parties** and individually **Party**.

**NOW THIS AGREEMENT WITNESES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

**Subject Matter of Agreement.**

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#### 4. **Transfer of Said Flat and Appurtenances:**

**4.1 Said Flat:** **ALL THAT** one self-contained residential flat having Vitrified tiles flooring, being Flat No. '.....' On the ....., Floor, Block No. - '.....', admeasuring **Standard Built up area + including floor level common services area= .....** Sq.ft (.....) be the same a little more or less of the complex known as "**BOSE DREAM SUNRISE**", at Bhatenda (East), Rajarhat, Kolkata - 700 135 situated on the land more fully described in the Sixth Schedule below (Said Property).

**4.2 Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the below Third Schedule Property which is attributable to the Said Flat (**Land Share**).

**4.3 Share in Common Portions :** Undivided, importable, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building as is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Sixth Schedule below (**collectively Common Portions**).

#### 5. **Background**

5.1 **Ownership of Landowners:** By virtue of the events and in the circumstances, the Landowners became the owners of the Said Property, free from all encumbrances and were in peaceful possession thereof, described as follows:

5.1.1 **Absolute Ownership of Phonindra Nath Bhar:** One Phonindra Nath Bhar, son of Late Antolesh Bhar was the owner of **ALL THAT** piece and parcel of Bastu land measuring about 10.10 Decimals equivalent to 6 (six) Cottahs 03 (three) Chittacks more or less lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana - Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Cossipure DumDum, in the District of 24 Parganas from Taramoni Pal by virtue of registered Suf Bickroy Kobala Dalil dated on 17/04/1968, registrar at A.D.S.R office at Cossipure DumDum and recorded in Book No. 1, Volume No. 50, Pages from 127 to 130, Being No. 3175 for the year 1968.

- 5.1.2 **Sale by Phonindra Nath Bhar to 1) Smt. Lakshmimani Sadhukhan @ Lakshmirani Sadhukhan, wife of Jagannath Sadhukhan and 2) Jagannath Sadhukhan, son of Late Bamacharan Sadhukhan** : While seized and possessed of the aforesaid land said Phonindra Nath Bhar, son of Late Antolesh Bhar sold, transferred and conveyed **ALL THAT** piece and parcel of Bastu land measuring about 10.10 Decimals equivalent to 6 (six) Cottahs 03 (three) Chittacks more or less together with one storied building measuring about 1000 Sq.ft. more or less lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Cossipure DumDum, in the District of 24 Parganas to 1) Smt. Lakshmimani Sadhukhan @ Lakshmirani Sadhukhan, wife of Jagannath Sadhukhan and 2) Jagannath Sadhukhan, son of Late Bamacharan Sadhukhan, by virtue of registered Suf Bickroy Kobala Dalil dated on 06/08/1980, registrar at A.D.S.R office at Cossipure DumDum and recorded in Book No. 1, Volume No. 106, Pages from 145 to 149, Being No. 6234 for the year 1980.
- 5.1.3 **Absolute Ownership of Smt. Lakshmimani Sadhukhan @ Lakshmirani Sadhukhan and Jagannath Sadhukhan** : By virtue of the aforesaid Suf Bickroy Kobala Dalil dated 06/08/1980 said 1) **Smt. Lakshmimani Sadhukhan @ Lakshmirani Sadhukhan**, wife of Jagannath Sadhukhan and 2) **Jagannath Sadhukhan**, son of Late Bamacharan Sadhukhan became the absolute undivided owners of **ALL THAT** piece and parcel of Bastu land measuring about 10.10 Decimals equivalent to 6 (six) Cottahs 03 (three) Chittacks more or less together with one storied building measuring about 1000 Sq.ft. more or less lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Cossipure DumDum, in the District of 24 Parganas.
- 5.1.4 **Inheritance of Smt. Lakshmimani Sadhukhan @ Lakshmirani Sadhukhan and Jagannath Sadhukhan** : While seized and possessed of the aforesaid land said 1) **SMT. LAKSHMIMANI SADHUKHAN @ LAKSHMIRANI SADHUKHAN** and 2) **JAGANNATH SADHUKHAN** died on 23.01.1999 and 14.12.1980 respectively leaving behind their four sons and five daughters namely (1) **SRI SANJIT SADHUKHAN**, (2) **SRI BISWANATH SADHUKHAN**, (3) **SRI SHIBNATH SADHUKHAN**, (4) **SRI RANJIT**

SADHUKHAN, (5) SMT. ANUVA SADHUKHAN, (6) SMT. KABITA DATTA, (7) SMT. RANU SADHUKHAN, (8) SMT. RANJU SADHUKHAN and (9) SMT. SUPARNA PAL as legal heirs and successors of the Hindu Succession Act, 1956.

- 5.1.5 Absolute undivided joint Ownership of (1) Sri Sanjit Sadhukhan, (2) Sri Biswanath Sadhukhan, (3) Sri Shibnath Sadhukhan, (4) Sri Ranjit Sadhukhan, (5) Smt. Anuva Sadhukhan, (6) Smt. Kabita Datta, (7) Smt. Ranu Sadhukhan, (8) Smt. Ranju Sadhukhan and (9) Smt. Suparna Pal : By virtue of inheritance of Smt. Lakshmirani Sadhukhan @ Lakshmirani Sadhukhan and Jagannath Sadhukhan, their legal heirs namely (1) SRI SANJIT SADHUKHAN, (2) SRI BISWANATH SADHUKHAN, (3) SRI SHIBNATH SADHUKHAN, (4) SRI RANJIT SADHUKHAN, (5) SMT. ANUVA SADHUKHAN, (6) SMT. KABITA DATTA, (7) SMT. RANU SADHUKHAN, (8) SMT. RANJU SADHUKHAN and (9) SMT. SUPARNA PAL respectively, became the undivided joint owners of ALL THAT piece and parcel of Bastu land measuring about 10.10 Decimals equivalent to 6 (six) Cottahs 03 (three) Chittacks more or less together with one storied building measuring about 1000 Sq.ft. more or less lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District North of 24 Parganas.
- 5.1.6 B.L.R.O Record and mutation by (1) Sri Sanjit Sadhukhan, (2) Sri Biswanath Sadhukhan, (3) Sri Shibnath Sadhukhan, (4) Sri Ranjit Sadhukhan, (5) Smt. Anuva Sadhukhan, (6) Smt. Kabita Datta, (7) Smt. Ranu Sadhukhan, (8) Smt. Ranju Sadhukhan and (9) Smt. Suparna Pal: While seized and possessed of the aforesaid land with building the present vendors herein apply for Mutation before the B.L. & L.R.O Rajarhat and got L.R Khatian No. 483, 597, 692, 720, 2979, 2981, 2984, 2986, 2987 respectively and paying tax and khajna regularly.
- 5.1.7 Absolute rightful and recorded owners of (1) Sri Sanjit Sadhukhan, (2) Sri Biswanath Sadhukhan, (3) Sri Shibnath Sadhukhan, (4) Sri Ranjit Sadhukhan, (5) Smt. Anuva Sadhukhan, (6) Smt. Kabita Datta, (7) Smt. Ranu Sadhukhan, (8) Smt. Ranju Sadhukhan and (9) Smt. Suparna Pal: By virtue of the aforesaid the present vendors herein namely (1) SRI SANJIT SADHUKHAN, (2) SRI BISWANATH SADHUKHAN, (3) SRI

SHIBNATH SADHUKHAN, (4) SRI RANJIT SADHUKHAN, (5) SMT. ANUVA SADHUKHAN, (6) SMT. KABITA DATTA, (7) SMT. RANU SADHUKHAN, (8) SMT. RANJU SADHUKHAN and (9) SMT. SUPARNA PAL became the absolute, rightful and recorded joint undivided owners of **ALL THAT** piece and parcel of Bastu land measuring about 10.10 Decimals equivalent to 6 (six) Cottahs 03 (three) Chittacks more or less together with one storied building measuring about 1000 sq.ft more or less lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, L.R Khatian No. 483, 597, 692, 720, 2979, 2981, 2984, 2986, 2987 and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas.

- 5.1.8 **Absolute Ownership of Sanjit Sadhukhan:** The Landowner No. 1, Sri Sanjit Sadhukhan herein had purchased a single land adjacent to the First Schedule land herein of **ALL THAT** piece and parcel of Bastu land measuring about 4.90 Decimals equivalent to 2 (two) Cottahs 15 (fifteen) Chittacks 19 (nineteen) Sq.ft. more or less alongwith other land in other Dags lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and A.D.S.R office at Cossipur, DumDum, in the District of 24 Parganas from one Sri Phonindra Nath Bhar, son of Late Asutosh Bhar by way of a registered Suf Bickroy Kobala Dalil, dated 30/05/1979 registered at A.D.S.R office Cossipur, DumDum and recorded in Book No. I, Volume No. 69, Pages from 195 to 198, Being No. 4003 for the year 1979.
- 5.1.9 **Amalgamation :** The aforesaid Landowners No. 1 to 9 and The Land owner namely Sri Sanjit Sadhukhan due to their better enjoyment of land they jointly amalgamated their land i.e **ALL THAT** piece and parcel of Bastu land measuring about 15 Decimals equivalent to 9 (nine) Cottahs 02 (two) Chittacks 19 (nineteen) Sq.ft more or less together with one storied building measuring about 1500 sq.ft more or less lying and situated at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, L.R Khatian No. 483, 597, 692, 720, 2979, 2981, 2984, 2986, 2987 and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in



the District of North 24 Parganas which is morefully and particularly described in the First Schedule hereunder written.

- 5.2 **Developer: BASU CONSTRUCTION PVT. LTD.,** a Company within the meaning of Companies Act. 1956, **PAN-AAFCB4485L,** having its registered office at “Swapnoneer Apartment”, First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135), represented by its Director **SRI AJIT KUMAR BASU,** son of Late Lakshmi Kanta Basu, **PAN-AIMPB8505H,** by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135.
- 5.3 **Development Agreement** : The said (1) Sri Sanjit Sadhukhan, (2) Sri Biswanath Sadhukhan, (3) Sri Shibnath Sadhukhan, (4) Sri Ranjit Sadhukhan, (5) Smt. Anuva Sadhukhan, (6) Smt. Kabita Datta, (7) Smt. Ranu Sadhukhan, (8) Smt. Ranju Sadhukhan and (9) Smt. Suparna Pal entered into a Development Agreement on 17-05-2016 with the present Developer, **BASU CONSTRUCTION PVT. LTD.,** a Company within the meaning of Companies Act. 1956, **PAN-AAFCB4485L,** having its registered office at “Swapnoneer Apartment”, First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135), represented by its Director **Sri Ajit Kumar Basu,** son of Late Lakshmi Kanta Basu, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, for the developing their said plot of land more fully described in the First Schedule hereunder written, under some terms and conditions mentioned in the said Development Agreement. The said development agreement duly registered at the office of the A.D.S.R. Rajarhat and copied in Book no. – 1, Volume no. – 1523-2016, pages from 170421 to 170480, Being no. 152305370, for the year 2016.
- 5.4 **Development Power of Attorney executed by (1) Sri Sanjit Sadhukhan, (2) Sri Biswanath Sadhukhan, (3) Sri Shibnath Sadhukhan, (4) Sri Ranjit Sadhukhan, (5) Smt. Anuva Sadhukhan, (6) Smt. Kabita Datta, (7) Smt. Ranu Sadhukhan, (8) Smt. Ranju Sadhukhan and (9) Smt. Suparna Pal:** A Development power of attorney executed by (1) Sri Sanjit Sadhukhan, (2) Sri Biswanath Sadhukhan, (3) Sri Shibnath Sadhukhan, (4) Sri

**Ranjit Sadhukhan, (5) Smt. Anuva Sadhukhan, (6) Smt. Kabita Datta, (7) Smt. Ranu Sadhukhan, (8) Smt. Ranju Sadhukhan and (9) Smt. Suparna Pal** in favour of the said Developer **BASU CONSTRUCTION PVT. LTD.** whose director Sri **Ajit Kumar Basu**, son of Late Lakshmi Kanta Basu, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, for developing the said plot of land, by raising construction *(G+4) storied building thereon and completed all respect of the building in habitable* accordance with the sanctioned plan and to collect advance or part payment or full consideration from the intending purchaser/s and or to sell, transfer, mortgage or charges of the building /flats/shops/garages/units along with the proportionate share of land against allotted/allocated portion of the developer for the same more fully and particularly described therein and the said Development Power of attorney duly registered on 17.05.2016 before the A.D.S.R Rajarhat, Newtown and recorded the same in Book No. I, Volume No. 1523-2016, Pages from 170342 to 170379, Being No. 152305993 for the year 2016.

## 5. Background

5.1 **Ownership of Landowners:** By virtue of the events and in the circumstances, the Landowners became the owners of the Said Property, free from all encumbrances and were in peaceful possession thereof, described as follows:

5.1.2 **Absolute Ownership of Sanjit Sadhukhan:** The Landowner Sri Sanjit Sadhukhan is the absolute, rightful and recorded owner of **ALL THAT** piece and parcel of Bastu land measuring about 4 Cottahs 13 Chittacks 20 Sq.ft more or less as per Deed but the land physically stated as 4 Cottahs 7 Chittacks 03 Sq.ft more or less comprising land measuring 2 (two) Cottahs 13 (thirteen) Chittacks more or less in C.S Khatian No. 111/1, R.S Khatian No. 107, C.S Dag No. 503, R.S/L.R Dag No. 546 and comprising land measuring 1 Cottah 10 Chittacks 03 Sq.ft more or less more or less in C.S Khatian No. 203, R.S Khatian No. 445 and C.S Dag No. 504, R.S/L.R Dag No. 542 at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas by virtue of Suf Bickroy Kobala Dalil from Smt. Anima Adhikary, alongwith others land in separate dag, dated 06.07.1992 by the strength of Registered Suf Bickroy Kobala Dalil, registered at A.D.S.R Cossipore, Dum Dum, and recorded in Book No.1, being Deed No. 6785 for the year 1992.

- 5.1.3 **B.L.R.O Record and mutation by Sri Sanjit Sadhukhan** : While seized and possessed of the aforesaid land said Sri Sanjit Sadhukhan applied for mutation before the B.L & L.R.O, rajarhat and got L.R Khatian No. 1501 and thereafter he constructed a tiles shed structure measuring about 500 Sq.ft more or less of the said land.
- 5.1.4 **Absolute Ownership of Shibnath Sadhukhan**: The Landowner Sri Shibnath Sadhukhan is the absolute, rightful and recorded owner of **ALL THAT** piece and parcel of Bastu land measuring about 4 Cottahs 13 Chittacks 20 Sq.ft more or less as per Deed but the land physically stated as 4 Cottahs 7 Chittacks 03 Sq.ft more or less comprising land measuring 2 (two) Cottahs 07 (seven) Chittacks 27 (twenty seven) Sq.ft more or less in C.S Khatian No. 111/1, R.S Khatian No. 107, C.S Dag No. 503, R.S/L.R Dag No. 546 and comprising land measuring 1 (one) Cottah 15 (fifteen) Chittacks 21 (twenty one) Sq.ft. more or less in C.S Khatian No. 203, R.S Khatian No. 445 and C.S Dag No. 504, R.S/L.R Dag No. 542 at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas by virtue of Suf Bickroy Kobala Dalil from Smt. Anima Adhikary, alongwith others land in separate dag, dated 06.07.1992 by the strength of Registered Suf Bickroy Kobala Dalil, registered at A.D.S.R Cossipore, Dum Dum, and recorded in Book No.1, being Deed No. 6787 for the year 1992.
- 5.1.5 **B.L.R.O Record and mutation by Sri Shibnath Sadhukhan** : While seized and possessed of the aforesaid land said Sri Shibnath Sadhukhan applied for mutation before the B.L & L.R.O, rajarhat and got L.R Khatian No. 1503 and thereafter he constructed a tiles shed structure measuring about 500 Sq.ft more or less of the said land.
- 5.1.6 **Absolute Ownership of Ranjit Sadhukhan**: The Landowner Sri Ranjit Sadhukhan is the absolute, rightful and recorded owner of **ALL THAT** piece and parcel of Bastu land measuring about 4 Cottahs 13 Chittacks 20 Sq.ft more or less as per Deed but the land physically stated as 4 Cottahs 7 Chittacks 03 Sq.ft more or less comprising land measuring 2 (two) Cottahs 09 (nine) Chittacks 12 (twelve) Sq.ft more or less in C.S Khatian No. 111/1, R.S Khatian No. 107, C.S Dag No. 503, R.S/L.R Dag No. 546 and comprising land measuring 1 (one) Cottah 13 (thirteen) Chittacks 36 (thirty six) Sq.ft. more or less in C.S Khatian No. 203,

R.S Khatian No. 445, and C.S Dag No. 504, R.S/L.R Dag No. 542 at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas by virtue of Suf Bickroy Kobala Dalil from Smt. Anima Adhikary, alongwith others land in separate dag, dated 06.07.1992 by the strength of Registered Suf Bickroy Kobala Dalil, registered at A.D.S.R Cossipore, Dum Dum, and recorded in Book No.1, being Deed No. 6785 for the year 1992 which is morefully and particularly described in the Third Schedule herein below.

5.1.7 **B.L.R.O Record and mutation by Sri Ranjit Sadhukhan:** While seized and possessed of the aforesaid land said Sri Ranjit Sadhukhan applied for mutation before the B.L & L.R.O, rajarhat and got L.R Khatian No. 1502 and thereafter he constructed a tiles shed structure measuring about 500 Sq.ft more or less of the said land.

5.1.8 **Absolute Ownership of Sangita Prasad:** The Landowner Smt. Sangita Prasad is the absolute and rightful owner of **ALL THAT** piece and parcel of Shali land measuring about 1 Cottah 08 Chittacks more or less in C.S Khatian No. 152, R.S Khatian No. 209, Kri Khatian No. 469, C.S Dag No. 504, R.S/L.R Dag No. 542/806, at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Bidhannagar, Salt Lake City, in the District of North 24 Parganas from Sri Biman Chandra Nath, son of Late Santosh Kumar Nath by virtue of Suf Bickroy Kobala Dalil dated 10.06.1996 registered at A.D.S.R Bidhannagar, Salt Lake City and recorded in Book No.1, Volume No. 51, Pages from 107 to 114, being Deed No. 2264 for the year 1996.

5.1.9 **B.L.R.O Record and mutation by Smt. Sangita Prasad:** While seized and possessed of the aforesaid land said Smt. Sangita Prasad, wife of Sri Arjun Prasad applied for mutation before the B.L & L.R.O, Rajarhat and got L.R Khatian No. 1112 and thereafter she paying Panchayet taxes and khajna regularly of the said land.

5.2 **Amalgamation :** The aforesaid Landowners namely 1) Sri Sanjit Sadhukhan, 2) Sri Shibnath Sadhukhan, 3) Sri Ranjit Sadhukhan and 4) Smt. Sangita Prasad due to their better enjoyment and peacefully possession of the land, they jointly amalgamated their land i.e **ALL THAT** piece and parcel of Bastu land measuring about 16 (Sixteen) Cottahs 00 (Zero) Chittacks 15

(Fifteen) Sq.ft more or less as per deed but the land physically stated as 14 (Fourteen) Cottahs 13 (Thirteen) Chittacks 00 (Zero) Sq.ft more or less together with 1500 Sq.ft more or less tiles shed structure comprising land measuring 7(seven) Cottahs 13 (thirteen) Chittacks 39 (thirty nine) Sq.ft more or less in C.S Khatian No. 111/1, R.S Khatian No. 107, L.R Khatian No. 1501, 1502 and 1503, C.S Dag No. 503, R.S/L.R Dag No. 546, comprising land measuring 5 (five) Cottahs 7 (seven) Chittacks 6 (six) Sq.ft. more or less in C.S Khatian No. 203, R.S Khatian No. 445, L.R Khatian No. 1501, 1502 and 1503 and C.S Dag No. 504, R.S/L.R Dag No. 542 and comprising land measuring 1(One) Cottah 08 (Eight) Chittacks more or less in C.S Khatian No. 152, R.S Khatian No. 209, L.R Khatian No. 1112 and C.S Dag No. 504, R.S/L.R Dag No. 542/806 at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas which is morefully and particularly described in the Second Schedule hereunder written.

5.3 **Developer: BASU CONSTRUCTION PVT. LTD.,** a Company within the meaning of Companies Act. 1956, **PAN-AAFCB4485L,** having its registered office at “Swapnoneer Apartment”, First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135), represented by its Director **SRI AJIT KUMAR BASU,** son of Late Lakshmi Kanta Basu, **PAN-AIMPB8505H,** by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135.

5.4 **Development Agreement:** The said (1) **Sri Sanjit Sadhukhan,** (2) **Sri Shibnath Sadhukhan,** (3) **Sri Ranjit Sadhukhan** and (4) **Smt. Sangita Prasad,** entered into a Development Agreement on 16-08-2016 with the present Developer, **BASU CONSTRUCTION PVT. LTD.,** a Company within the meaning of Companies Act. 1956, **PAN-AAFCB4485L,** having its registered office at “Swapnoneer Apartment”, First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135), represented by its Director **Sri Ajit Kumar Basu,** son of Late Lakshmi Kanta Basu, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, for the

developing their said plot of land more fully described in the Second Schedule hereunder written, under some terms and conditions mentioned in the said Development Agreement. The said development agreement duly registered at the office of the A.D.S.R. Rajarhat and copied in Book no. – I, Volume no. – 1523-2016, pages from 270808 to 270864, Being no. 152308856, for the year 2016.

- 5.5 **Development Power of Attorney executed by (1) Sri Sanjit Sadhukhan, (2) Sri Shibnath Sadhukhan, (3) Sri Ranjit Sadhukhan and (4) Smt. Sangita Prasad;** A Development power of attorney was executed by (1) Sri Sanjit Sadhukhan, (2) Sri Shibnath Sadhukhan, (3) Sri Ranjit Sadhukhan and (4) Smt. Sangita Prasad in favor of the said Developer **BASU CONSTRUCTION PVT. LTD.** whose director Sri **Ajit Kumar Basu**, son of Late Lakshmi Kanta Basu, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, for developing the said plot of land, by raising construction (G+4) storied building thereon and completed all respect of the building in habitable accordance with the sanctioned plan and to collect advance or part payment or full consideration from the intending purchaser/s and or to sell, transfer, mortgage or charges of the building /flats/shops/garages/units along with the proportionate share of land against allotted/allocated portion of the developer for the same more fully and particularly described therein and the said Development Power of attorney duly registered on 16.08.2016 before the A.D.S.R. Rajarhat, Newtown and recorded the same in Book No. I, Volume No. 1523-2016, Pages from 270769 to 270807, Being No. 152308876 for the year 2016.

## 7. **Background**

- 7.1 **Ownership of Landowner:** By virtue of the events and in the circumstances, the Landowner became the owner of the Said Property, free from all encumbrances and was in peaceful possession thereof, described as follows:

- 7.2 **Absolute Ownership of Smt. Mukti Saha, wife of Sri Gourpada Saha;** The Landowner Smt. Mukti Saha became the absolute and rightful owner of **ALL THAT** piece or parcel of Shali land measuring an area 02 (two) Cottahs a little more or less lying and situated at Mouza – Bhatenda, J.L. No.28, Sabek Touzi No.2998, Hal Touzi No. 10, Re.Sa. No.50, comprised in C.S Khatian No.203, R.S Khatian No. 189, L.R Khatian No. 1101, under C.S. Dag No.504, R.S & L.R Dag No. 542/806, within local limits of A.D.S.R.O., Rajarhat, Newtown (formerly

Bidhannagar, Salt lake City), under P.S.- Rajarhat, within Rajarhat Bishnupur I No. Gram Panchayet, District- North 24 Parganas from Smt. Mridula Roy, wife of Sri Haradhan Chandra Roy, by virtue of registered Suf kobala Dalil dated 06/05/2013 and the said registered Suf kobala Dalil was registered at A.D.S.R.O., Rajarhat, Newtown, and recorded the same in Book No. I, Volume No. 7, Pages from 14942 to 14953, Being No. 05166 for the year 2013.

- 7.3 **B.L.R.O Record and mutation by Smt. Mukti Saha:** While seized and possessed of the aforesaid land said Smt. Mukti Saha, wife of Sri Gour Pada Saha applied for mutation before the B.L & L.R.O, Rajarhat and got L.R Khatian No. 4145 and thereafter she paying Panchayet taxes and khajna regularly of the said land.
- 7.4 **Developer: BASU CONSTRUCTION PVT. LTD.,** a Company within the meaning of Companies Act. 1956, **PAN-AAFCB4485L**, having its registered office at “Swapnoneer Apartment”, First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135), represented by its Director **SRI AJIT KUMAR BASU**, son of Late Lakshmi Kanta Basu, **PAN-AIMPB8505H**, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135.
- 7.5 **Development Agreement:** The said **Smt. Mukti Saha, wife of Sri Gourpada Saha,** entered into a Development Agreement on 11-04-2019 with the present Developer, **BASU CONSTRUCTION PVT. LTD.,** a Company within the meaning of Companies Act. 1956, **PAN-AAFCB4485L**, having its registered office at “Swapnoneer Apartment”, First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135), represented by its Director **Sri Ajit Kumar Basu**, son of Late Lakshmi Kanta Basu, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, for the developing her said plot of land more fully described in the Third Schedule hereunder written, under some terms and conditions mentioned in the said Development Agreement. The said development agreement duly registered at the office of the A.D.S.R. Rajarhat and copied in Book no. – I, Volume no. – 1523-2019, pages from 163503 to 163544, Being no. 152304254, for the year 2019.

7.6 **Development Power of Attorney executed by Smt. Mukti Saha, wife of Sri Gourpada Saha:** A Development power of attorney was executed by Smt. Mukti Saha, wife of Sri Gourpada Saha in favour of the said Developer **BASU CONSTRUCTION PVT. LTD.** whose director **Sri Ajit Kumar Basu**, son of Late Lakshmi Kanta Basu, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, for developing the said plot of land, by raising construction (G+4) storied building thereon and completed all respect of the building in habitable accordance with the sanctioned plan and to collect advance or part payment or full consideration from the intending purchaser/s and or to sell, transfer, mortgage or charges of the building /flats/shops/garages/units along with the proportionate share of land against allotted/allocated portion of the developer for the same more fully and particularly described therein and the said Development Power of attorney duly registered on 11.04.2019 before the A.D.S.R Rajarhat, Newtown and recorded the same in Book No. 1, Volume No. 1523-2019, Pages from 163545 to 163565, Being No. 152304271 for the year 2019.

### 3. Background

3.1 **Ownership of Landowner:** By virtue of the events and in the circumstances, the Landowner became the owner of the Said Property, free from all encumbrances and was in peaceful possession thereof, described as follows:

3.2 **Absolute Ownership of Sekh Mossaref @ Md. Mossaref:** The Landowner Sekh Mossaref @ Md. Mossaref became the absolute and rightful owner of **ALL THAT** piece or parcel of Shali land measuring an area 02 (two) Cottahs 04 (four) Chittacks a little more or less lying and situated at Mouza – Bhatenda, J.L. No.28, Sabek Touzi No.2998, Hal Touzi No. 10, Re.Sa. No.50, comprised in C.S Khatian No.203, R.S Khatian No. 189, L.R Khatian No. 478, under C.S. Dag No.504, R.S & L.R Dag No. 542/806, within local limits of A.D.S.R.O., Rajarhat, Newtown (formerly Bidhannagar, Salt lake City), under P.S.- Rajarhat, within Rajarhat Bishnupur 1 No. Gram Panchayet, District- North 24 Parganas from Sri Arun Chandra Das, son of Late Jogesh Chandra Das, by dint of registered Suf kobala Dalil dated 07/02/2007 and the said registered Suf kobala Dalil was registered at A.D.S.R.O., Bidhannagar, Salt Lake City, and recorded the same in Book No. 1, Volume No. 39, Pages from 244 to 259, Being No. 00628 for the year 2007.



- 3.3 **B.L.R.O Record and mutation by Sekh Mossaref @ Md. Mossaref**: While seized and possessed of the aforesaid land said Sekh Mossaref @ Md. Mossaref applied for mutation before the B.L & L.R.O, Rajarhat and got L.R Khatian No. 4715 and thereafter she paying Panchayet taxes and khajna regularly of the said land.
- 3.4 **Developer: BASU CONSTRUCTION PVT. LTD.**, a Company within the meaning of Companies Act. 1956, **PAN-AAFCB4485L**, having its registered office at "Swapnoneer Apartment", First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135), represented by its Director **SRI AJIT KUMAR BASU**, son of Late Lakshmi Kanta Basu, **PAN-AIMPB8505H**, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135.
- 3.5 **Development Agreement**: The said **Sekh Mossaref @ Md. Mossaref**, entered into a Development Agreement on 11-04-2019 with the present Developer, **BASU CONSTRUCTION PVT. LTD.**, a Company within the meaning of Companies Act. 1956, **PAN-AAFCB4485L**, having its registered office at "Swapnoneer Apartment", First Floor, Block – A, Naipukur, Rajarhat, P.O. & P.S- Rajarhat, Kolkata – 700 135 (Formerly Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S- Rajarhat, Kolkata – 700 135), represented by its Director **Sri Ajit Kumar Basu**, son of Late Lakshmi Kanta Basu, residing at Bhatenda East, Rajarhat Station Chow-mahta, P.O. & P.S. Rajarhat, Kolkata – 700 135, for the developing her said plot of land more fully described in the Third Schedule hereunder written, under some terms and conditions mentioned in the said Development Agreement. The said development agreement duly registered at the office of the A.D.S.R. Rajarhat and copied in Book no. – I, Volume no. – 1523-2019, pages from 163148 to 163189, Being no. 152304255, for the year 2019.
- 3.6 **Development Power of Attorney executed by Sekh Mossaref @ Md. Mossaref**: A Development power of attorney was executed by Sekh Mossaref @ Md. Mossaref in favour of the said Developer **BASU CONSTRUCTION PVT. LTD.** whose director **Sri Ajit Kumar Basu**, son of Late Lakshmi Kanta Basu, residing at Bhatenda East, Rajarhat Station Chow-

mahta, P.O. & P.S. Rajarhat, ~~Kolkata~~ – 700 135, for developing the said plot of land, by raising construction (G+4) storied **building** thereon and completed all respect of the building in habitable accordance with the sanctioned plan and to collect advance or part payment or full consideration from the intending purchaser/s and or to sell, transfer, mortgage or charges of the building /flats/shops/ garages/units along with the proportionate share of land against allotted/ allocated portion of the developer for the same more fully and particularly described therein and the said Development Power of attorney duly registered on 11.04.2019 before the A.D.S.R Rajarhat, Newtown and recorded the same in Book No. I, Volume No. 1523-2019, Pages from 163127 to 163147, Being No. 152304270 for the year 2019.

9. **Total amalgamated plot of Land where the Complex constructed in Block 1, 2 & 3:** After registered the Development Agreement the aforesaid land owners/vendors jointly amalgamated their respective plot of land into a single plot and they are jointly possess total land **ALL THAT** piece and parcel of Bastu land measuring about 29 (twenty nine) Cottahs 02 (two) Chittacks 34 (thirty four) Sq.ft. more or less as per deed but the **land physically stated as 28 (twenty eight) Cottahs 03 (three) Chittacks 19 (nineteen) Sq.ft.** more or less comprising land measuring 9 (nine) Cottahs 02 (two) Chittacks 19 (nineteen) Sq.ft more or less in C.S Dag No. 505, **R.S/L.R Dag No. 545**, Kri Khatian No. 651 and comprising land measuring 5 (five) Cottahs 7 (seven) Chittacks 6 (six) Sq.ft. more or less in C.S Dag No. 504, **R.S/L.R Dag No. 542**, R.S Khatian No. 445 and comprising land measuring 7 (seven) Cottahs 13 (thirteen) Chittacks 39 (thirty nine) Sq.ft more or less in C.S Dag No. 503, **R.S/L.R Dag No. 546**, R.S Khatian No. 107 and comprising land measuring 01 (one) Cottah 08 (eight) Chittacks more or less in C.S Dag No. 504, **R.S/L.R Dag No. 542/806**, R.S Khatian No. 209, Kri Khatian No. 469, comprising land measuring 02 (two) Cottahs more or less in C.S Dag No. 504, **R.S/L.R Dag No. 542/806**, R.S Khatian No. 189, L.R Khatian No. 4145 and comprising land measuring 02 (two) Cottahs 04 (four) Chittacks more or less in C.S Dag No. 504, **R.S/L.R Dag No. 542/806**, R.S Khatian No. 189, L.R Khatian No. 4715, alongwith other land in other Dags together with 3000 Sq.ft tiles shed structure lying and situated at **Mouza- Bhatenda**, J.L. No. 28, R.S. No. 50, Touzi No. 2998, **L.R Khatian No. 483, 597, 692, 720, 2979, 2981, 2984, 2986, 2987, 1501, 1502, 1503, 1112**, Pargana – Kalikata, within the jurisdiction of **Rajarhat Bishnupur no. 1 Gram Panchayet, Bhatenda (East), Rajarhat, Kolkata- 700135**, Police Station- Rajarhat and A.D.S.R office at Rajarhat,

in the District of North 24 Parganas which is morefully and particularly described in the **Fifth Schedule** hereunder written.

10. **Sanction of Plans:** With the intention of developing the Said land by raising construction of a (G+4) storied complex thereon in Block (1&2), the Developer as well as the Constituted Attorney of the aforesaid Landowners/Vendors has got a (G+4) Multi storied building plan in two Blocks, Sanctioned by the Zilla Parishad, North 24 Parganas vide Approval Order No. 147/NZP, dated 02-11-2017 and thereafter the aforesaid plan has been revised and/or extension for additional block from the competent authority vide No. 1238/RPS, dated 12-10-2020
11. **Construction of Building:** The said Developer in constructing a multi storied complex namely "**BOSE DREAM SUNRISE**" in Block 1, 2 & 3 on the said plot of land more fully described in the Third Schedule hereunder written.
12. **Application and Allotment:** The Purchaser/s has/have applied to the Developer for purchasing a flat, being Flat No. ...., on the ... Floor, Block No. - '.....' admeasuring **Standard Built up area - including floor level common services area= ..... Sq.ft (.....)** be the same a little more or less more fully described in the Sixth Schedule below @...../- (..... only) per square feet, lying and situated in the building namely "**BOSE DREAM SUNRISE**" at Bhatenda (East), Rajarhat, Kolkata – 700 135 and the Developer has allotted the same to the Purchaser/s conditional upon the Purchaser/s entering into this Agreement.
13. **Agreement of Record :** Pursuant to the aforesaid application made by the Purchaser/s and the allotment made by the Developer, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings) for sale of the Said Flat and Appurtenances by the Developer to the Purchaser/s.
14. **Conditions Precedent**
- 14.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:

- 14.1.1 **Financial and Other Capacity of Purchaser/s** : The undertaking of the Purchaser/s to the Developer that the Purchaser/s has/have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 14.1.2 **Parking allocation of Purchaser/s**: The cover car parking possession will be decide by “**Lottery**” every block wise & the open car parking possession will be decide by “**Lottery**” as per open car parking area.
- 14.1.3 **Satisfaction of Purchaser/s**: The undertaking of the Purchaser/s to the Developer that the Purchaser/s is/are acquainted with, fully aware of and is/are thoroughly satisfied about the title of the Owners/Developer, the plans, all the background papers, the right of the Purchaser/s to enter into this Agreement and the extent of the rights being granted in favor of the Purchaser/s, and shall not raise any objection with regard thereto.
- 14.1.4 **Measurement**: As regards built up area of the Said Flat, the Parties confirm, accept and assure each other that the certificate of Architect and/or Architects as may be appointed by the Developer from time to time shall be final and binding upon the Parties. At the time of delivery the Purchaser/s may appoint his/her own Architect for verifying the measurement. The net price (defined in Clause 16.1 below) shall increase or decrease on the basis of the final measurement.
- 14.1.5 **Covenants** : The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Purchaser/s (Purchaser’s Covenants) and the covenants of the Developer ( Developer’s Covenants) as mentioned below shall perpetually run with the land, (2) the Purchaser’s Covenants and the Developer’s Covenants (collectively Covenants) shall bind him/them and his/their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Purchaser/s Covenants and the Developer’s Covenants shall be strictly performed by the Purchaser/s and Developer, respectively.
- 14.1.6 **Common Portions Subject to Charge**: The mutual agreement and acceptance by and between the Parties that although the Common Portions are described in the Fifth Schedule below, the said description is only indicative and is not intended to bind the Developer in any manner. The Developer shall, in the absolute discretion of the Developer, be entitled to modify, improve or otherwise improvise upon the Common Portions and the Purchaser/s shall not have any claim, financial or otherwise, against the Developer for such change.

15. **Commencement and Validity:**

- 15.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.
- 15.2 **Validity:** This Agreement shall remain in force till such time the Said Flat and Appurtenances is completed and possession thereof is delivered to the Purchaser/s and conveyance is done, unless terminated in the manner mentioned in this Agreement.
16. **Net Price, Payment and Extras**
- 16.1 **Net Price:** The total consideration for sale of the said Flat is Rs. ..../- (Rupees.....) only (collectively Net Price). The Net Price has been fixed by mutual consent and hence it shall not be covered to question by either Party provided however the Net Price shall vary proportionately and does not include the extras mentioned in Clause 17.1 to 17.4 below.
- 16.2 **Payment of Net Price:** The Net Price shall be paid in the manner mentioned in the Tenth Schedule hereunder written and time being the essence of contract. The Purchaser/s agrees and covenants not to claim any right or possession over and in respect of the Said Flat and Appurtenances till such time the Purchaser/s has/have paid the entirety of the Net Price and paid or deposited all other amounts agreed to be paid or deposited under this Agreement.
- 16.3 **Notice for Payment:** On happening of each event mentioned in the chart mentioned in the Tenth Schedule hereunder written, the Developer shall give written notice to the Purchaser/s (Payment Notice), quantifying the amount payable by the Purchaser/s. Within 15 days of the date of the Payment Notice, the Purchaser/s shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Purchaser/s shall be deemed to be in default and the consequences mentioned in Clause (clause below 18.6) shall follow. The Purchaser/s covenants that the Purchaser/s shall regularly and punctually make payment of the installments of the Net Price in the manner mentioned in the Tenth Schedule hereunder written and this Agreement is and shall be deemed to be sufficient notice to the Purchaser/s about the obligation to make payment.
17. **Extra cost for One time facility charges:** In addition to the Net Price mentioned above, the Purchaser/s shall also pay to the Developer of the following (collectively Extra cost):

i. The Purchaser shall pay to the tune of **Rs. ..../- (Rupees .....) only** proportionately for one time facility charges of **amenities & facilities** of the complex known as **"BOSE DREAM SUNRISE"**.

a) Electricity (Transformer supply by WBSSEDCL), b) 24 hours Power Backup, c) A.C Community Hall, d) Swimming Pool, e) Gymnasium, f) C.C.TV Surveillance, g) Children Play zone with Landscape.

ii) **Taxes:** Goods and Service Tax (GST) or any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Developer, from time to time.

iii) **Wholly:** Wholly, costs, expenses, deposits and charges towards:

**Legal Fees, Stamp Duty and Registration Costs:** Stamp Duty, Registration Fees and miscellaneous charges for this Agreement, Deed of Conveyance and further documents shall be borne by the Purchaser/s.

iv) **Additional Work:** Increased costs due to any variation or additional/extra work over and above the specifications give in the Ninth Schedule below (Specifications) or Plans or extra work done for the Said Flat as per desire of the Purchaser/s. Variation in Specifications shall mean variation/change of specifications subject to the approval of the concerned authority. Instruction in writing for such variation or additional/extra work as per the desire of the Purchaser/s should reach the Developer along with payment of the estimated expenses thereof, prior to execution of the work.

## 18 **Construction, Completion of Sale and Facility Manager**

18.1 **Construction by Developer:** The Developer shall construct, complete and finish the Said Flat and Appurtenances in accordance with the plans or as may be recommended by the Architect or such other Architects as may be appointed by the Developer from time to time as per specification mentioned in the Ninth Schedule below. The decision of the Architect of the Developer, regarding quality and workmanship shall be final and binding on the Parties.

18.2 **Purchaser's Consents and Acceptance of Variations etc. :** The Purchaser/s hereby consent to the variations, modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection to the Developer and/or the Architect making such variations, modifications or alterations.

- 18.3 **No Hindrance:** The Purchaser/s shall not do any act, deed or thing whereby the construction of the Said Flat and Appurtenances and/or the Said Building is in any way hindered or impeded.
- 18.4 **Basic Duty of Purchaser/s:** The Purchaser/s shall make all payments and perform all obligations as stipulated in this Agreement. The Purchaser/s shall not in any way commit breach of the terms and conditions herein contained.
- 18.5 **Completion Time:** Construction, finishing and making Registration of the Said Flat habitable (a) in bare condition and (b) as per the Specifications, the decision of the Architect in this regard being final and binding, shall be done by the Developer within the **December, 2022** (Completion Date) provided however the completion Date may be extended by a period of 6 (six) month (Extended Period due to Circumstances of Force Majeure) at the option of the Developer.

The Developer shall neither incur any liability nor be held liable for claim of any amount by the Purchaser/s, if the Developer is unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period due to Circumstances of Force Majeure (defined in Clause 21.1 below) or for or on account of (1) delay on the part of the Purchaser/s in making payment and (2) any other reasonable cause (for what is a reasonable cause or not, the decision of the Legal Advisors shall be final and conclusive) whereby the Developer is prevented from completing the Said Flat and Appurtenances or any portion thereof. In no event shall the Purchaser/s be entitled to claim any amount from the Developer on account of consequential losses and damages or otherwise if the Said Flat and Appurtenances is not completed within the Completion Date and/or Extended Period.

- 18.6 **Possession of Said Flat:** Upon construction, finishing and making the Said Flat habitable, usable, the Developer shall hand over possession of the same to the Purchaser/s with regard to possession, it is clarified as follows :
- 18.6.1 **All Payments before Possession:** Before the delivery of possession, the Purchaser/s shall pay to the Developer all amounts due and payable towards the Net Price and any sum payable towards Extra costs.
- 18.6.2 **Possession Notice and Date of Possession:** Immediately after the Said Flat is ready and fit for habitation (in this regard the decision of the Architect shall be final and binding), the Developer shall serve a notice on the Purchaser/s (Possession Notice) and within 15 days from the date of the Possession Notice, the Purchaser/s shall take over physical possession of the Said Flat (Date of Possession) after fulfilling all obligations under this Agreement, including payment of all amounts due to the Developer under this Agreement.

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- 18.6.3 **Meaning of Completion:** It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving the Possession Notice to the Purchaser/s and the Said Flat shall be deemed to have been completed in all regards if the same is made fit for habitation [(1) in bare condition and (2) as per the Specification, the decision of the Engineer in this regard being final and binding].
- 18.6.4 **Complete Satisfaction on Possession:** On the Date of Possession, the Purchaser/s shall be deemed to be completely satisfied with all aspects of the Said Flat and Appurtenances, including the measurement of the Said Flat, with regard to which the Purchaser/s shall accept the measurement of the Engineer as final and binding.
- 18.6.5 **Commencement of Outgoings:** From the Date of Possession or after 15 days of Possession Notice, all outgoings in respect of the Said Flat shall become payable by the Purchaser/s.
- 18.7 **Developer's Obligations:** Subject to the Purchaser/s making payment of the Net Price and the Extras in the manner stipulated in this Agreement, the Developer hereby agree:
- 18.7.1 **Construction of the Said Flat:** To construct, finish and make the Said Flat and transfer the Said Flat and Appurtenances to the Purchaser/s.
- 18.7.2 **Construction According to Specifications:** To construct, finish and make the Said Flat habitable in accordance with the plans and Specifications, reasonable variations expected.
- 18.7.3 **Arrangement for Utilities for Construction Work:** To make own arrangement for water and electricity required for construction.
- 18.8 **Completion of Sale:** The sale of the Said Flat and Appurtenances shall be completed by execution and registration of conveyance in favor of the Purchaser/s provided the Purchaser/s tenders all amounts required for the same as mentioned hereinabove. The Legal Advisor/Advocate of the Developer shall draft and prepare the standard conveyance for the complex and only such standard conveyance shall be used.
- 18.9 **Facility Manager:** The purchaser/s shall pay Rupee 1/- per sq. ft. primarily as maintenance charges to the Developer's appointed Facility Manager, from the date of possession of the flats received by flat owner up to the date of handing over of the building to the Ad-hoc Association of flat owner, which are nominated by the Developer (Facility Manager). In this



- 18.6.3 **Meaning of Completion:** It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving the Possession Notice to the Purchaser/s and the Said Flat shall be deemed to have been completed in all regards if the same is made fit for habitation [(1) in bare condition and (2) as per the Specification, the decision of the Engineer in this regard being final and binding].
- 18.6.4 **Complete Satisfaction on Possession:** On the Date of Possession, the Purchaser/s shall be deemed to be completely satisfied with all aspects of the Said Flat and Appurtenances, including the measurement of the Said Flat, with regard to which the Purchaser/s shall accept the measurement of the Engineer as final and binding.
- 18.6.5 **Commencement of Outgoings:** From the Date of Possession or after 15 days of Possession Notice, all outgoings in respect of the Said Flat shall become payable by the Purchaser/s.
- 18.7 **Developer's Obligations:** Subject to the Purchaser/s making payment of the Net Price and the Extras in the manner stipulated in this Agreement, the Developer hereby agree:
- 18.7.1 **Construction of the Said Flat:** To construct, finish and make the Said Flat and transfer the Said Flat and Appurtenances to the Purchaser/s.
- 18.7.2 **Construction According to Specifications:** To construct, finish and make the Said Flat habitable in accordance with the plans and Specifications, reasonable variations expected.
- 18.7.3 **Arrangement for Utilities for Construction Work:** To make own arrangement for water and electricity required for construction.
- 18.8 **Completion of Sale:** The sale of the Said Flat and Appurtenances shall be completed by execution and registration of conveyance in favor of the Purchaser/s provided the Purchaser/s tenders all amounts required for the same as mentioned hereinabove. The Legal Advisor/Advocate of the Developer shall draft and prepare the standard conveyance for the complex and only such standard conveyance shall be used.
- 18.9 **Facility Manager:** The purchaser/s shall pay Rupee 1/- per sq. ft. primarily as maintenance charges to the Developer's appointed Facility Manager, from the date of possession of the flats received by flat owner up to the date of handing over of the building to the Ad-hoc Association of flat owner, which are nominated by the Developer (Facility Manager). In this

regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the Common Portions, (2) the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges as above, (3) the Purchaser/s shall be bound to pay the Common Expenses/ Maintenance Charges to the Facility Manager, (4) the Facility Manager will not be required to render any accounts to the Purchaser/s and it shall be deemed that the facility Manager is rendering the specified services to the Purchaser/s for commercial considerations and (5) the ownership of the Common Portions (subject to the terms of this Agreement) shall vest in all the co-owners of the Said Building, represented by the Association and the Facility Manager shall merely be the service provider for rendition of specified services with regard to the Common Portions and (6) the Facility Manager may be replaced by the Ad-hoc committee of the Association of Flat Owners nominated by the Developer at the time of handing over complete project (complex).

19 **Purchaser's Covenants and Developer's Covenants**

19.1 **Purchaser's Covenants:** The Purchaser/s covenants with the Developer and admits and accepts that:

19.1.1 **Purchaser/s Aware of and Satisfied with Said Building and Construction:**

The Purchaser/s, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters is entering into this Agreement. The Purchaser/s has/have examined and is acquainted with the Said Building to the extent already constructed and to be further constructed and have agreed that the Purchaser/s shall neither have nor shall claim any right over any portion of the Said Building and the Said Property save and except the Said Flat and Appurtenances.

19.1.2 **Purchaser/s to Mutate and Pay Rates & Taxes and Common Expenses/ Maintenance Charges :**

a) The Purchaser/s shall (1) pay the Common Expenses/ Maintenance Charges and Rates & Taxes proportionately for the Said Building and wholly for the said Flat and Appurtenances, from the Date of Possession (morefully and particularly described in the Seventh Schedule hereunder) and until the said Flat and Appurtenances is separately mutated and assessed in favor of the Purchaser/s, on the basis of the bills to be raised by the Facility Manager, such bills being conclusive proof of the liability of the Purchaser/s in respect thereof and (2) have mutation completed at the earliest.

b) The Purchaser/s further admits and accepts that (1) the Purchaser/s shall not claim any deduction or abatement in the bills of Facility Manager and (2) the Common Expenses/ Maintenance Charges shall be subject to variation from time to time, at the sole discretion of

the Facility Manager and (3) Units remaining unsold shall not be liable for payment of Common Expenses/ Maintenance Charges until such time such Unit are sold and transferred.

- 19.1.3 **Purchaser/s to Pay Interest for Delay and/or Default:** the Purchaser/s shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Facility Manager, within 7 days of presentation thereof, failing which the Purchaser/s shall pay interest @ 18% per annum, compoundable monthly, to the Facility Manager, such interest running till such payment is made. The Purchaser/s also admits and accepts that in the event such bills remain outstanding for more than 2 months, all common services shall be discontinued to the Purchaser/s and the Purchaser/s shall be barred from using the Common Portion.
- 19.1.4 **Developer's Charge/Lien:** The Developer shall have the first charge and/or lien over the Said Flat and Appurtenances for all amounts remaining outstanding from the Purchaser/s.
- 19.1.5 **No Obstruction by Purchaser/s to Further Construction by the Developer:** The Developer is entitled to construct further floors on and above the top roof of the Said Building and/or to make other constructions elsewhere in the Said Property and the Purchaser/s shall not obstruct or object to the same. The Purchaser/s also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Purchaser/s shall not raise any objection in any manner whatsoever with regard thereto.
- 19.1.6 **No Obstruction by Purchaser/s to Further Construction by the Developer with any adjacent plot of land:** In future if the Developer make construction with other surrounding or adjacent land or lands and/or properties of the below Fifth Schedule property and amalgamated and/or adjoined with said land and/or said property the Purchaser shall not make any objection for that same.
- 19.1.7 **Variable Nature of Land Share and Share In Common Portions :** (1) The Purchaser/s fully comprehends and accepts that the land Share and the Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building, (2) the Purchaser/s fully comprehends and accepts that if the area of the Said Building is increased/recomputed by the Developer or if the Developer integrates/adds (Notionally or actually) adjacent lands and premises to the Said Property and the Said Building (which the Developer shall have full right to do and which right is hereby unconditionally accepted by the Purchaser/s), then the Land Share and the Share in Common Portions shall vary accordingly and proportionately, (3) the Purchaser/s shall not question any variation (including diminution) of the land Share In Common Portions as decided by the Developer, (4) the Purchaser/s shall

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not demand any refund of the Net Price paid by the Purchaser/s on ground of or by reason of any variation of the Land Share and the Share In Common Portions and (5) the Purchaser/s fully comprehends and accepts that the Land Share and the Share In Common Portions is not divisible and partible. The Purchaser/s shall accept (without demur) the proportionate share with regard to various matters, as be determined at the absolute discretion of the Developer.

19.1.8 **Cost of Formation of Association:** The Purchaser/s shall share the actual cost of formation of the Association, proportionately.

19.1.9 **Obligations of the Purchaser/s:** on and from the Date of Possession, the Purchaser/s shall:  
**Co-operate in Management and Maintenance:** Co-operate in the management and maintenance of the Said Building and the Said Property by the Facility Manager.

**Observing Rules:** Observe the rules framed from time to time by the Facility Manager/ Association for the beneficial common enjoyment of the Said Building and the Said Property.

**Paying Electricity Charges:** Pay for electricity and other utilities consumed in or relating to the Said Flat and Appurtenances and the Common Portions.

**Meter and Cabling:** Be liable to draw the electric lines/wires from the meter installation area to the Said Flat only through the duct and pipes provided therefore, ensuring that no inconvenience is caused to the Developer or to the other Purchaser/s. The main electric meter shall be installed only at the common meter space in the Said Building. The Purchaser/s shall, similarly, use the ducts and pipes provided for TV, broadband, data cables and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Said Building and/or the Said Property.

**Residential Use:** Use the Said Flat for residential purpose only. Under no circumstances shall the Purchaser/s use or allow to be used the Said Flat for commercial, industrial or other non-residential purposes. The Purchaser/s shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, mess, hotel, restaurant, nursing home, club, school or other public gathering place.

**No Alteration:** Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat with out the permission in writing of the Developer.

In the event the Purchaser/s makes the said alternations/changes, the Purchaser/s shall compensate the Developer as estimated by the Developer.

**No Structural Alteration:** Not alter, modify or in any manner change the structure or any civil construction in the Said Flat and Appurtenances or the Common Portions or the Said Building.

**No Sub-Division:** Not sub – divide the Said Flat and Appurtenances and the Common Portions, under any circumstances.

**No Changing Name:** Not change/alter/modify the names of the Said Building from those mentioned in this Agreement.

**No Nuisance and Disturbance:** Not use the Said Flat or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.

**No Storage :** Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.

**No Obstruction to Developer/Association :** Not obstruct the Developer/ Association (Upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on the top roof of the Said Building and selling and granting rights to any person on any part of the Said Building (excepting the Said Flat and Appurtenances).

**No Obstructing of Common Portions:** Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat.

**No Violating Rules:** Not violate any of the Rules and/or regulations laid down by the Facility Manager/ Association for the use of the Common Portions.

**No Throwing Refuse :** Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefore.

**No Injurious Activities:** Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, or the Common Portions.

**No Storing Hazardous Articles:** Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat.

**No Signboard:** Not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/Said Building save at the place or places provided therefore provided that this shall not prevent the Purchaser/s from displaying a standardized name plate outside the main door of the Said Flat.

**No Floor Damage:** Not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances.

**No Drawing Wire/Cable :** Not affix or draw any wire, cable or pipe from, to or through any Common Portions or outside walls of the Said Building save in the manner indicated by the Facility Manager/Association.

**No Installing Generator:** Not install or keep or run any generator in the said Unit.

**No Use of Machinery:** Not install or operate any machinery or equipment except household appliances.

- 19.1.10 **Roof Rights:** A demarcated portion of the top roof of the Said complex shall remain common to all residents of the said Building (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong to the Developer with right of exclusive transfer and the Purchaser/s specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof (by taking permission from the concerned authorities) and the Purchaser/s specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Said complex.

- 19.1.11 **No Right in Other Areas** : The Purchaser/s shall not have any right in the other portions of the Said Property and the Purchaser/s shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the said other portions.
- 19.2 **Developer's Covenants**: The Developer covenant with the Purchaser/s and admits and accepts that:
- 19.2.1 **Completion of Transfer**: Subject to the Purchaser/s performing the terms and conditions of this Agreement, the transfer of the Said Flat and Appurtenances shall be completed by the Developer by executing conveyance in favor of the Purchaser/s.
- 19.2.2 **No Creation of Encumbrance**: The Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Purchaser/s in respect of the Said Flat and Appurtenances, subject to the Purchaser/s fulfilling all terms, conditions and obligations of this Agreement.
- 19.2.3 **Documentation for Loan**: The Developer shall provide to the Purchaser/s all available documents for the Purchaser/s availing loan from Banks and Financial Institutions to finance the purchase of the Said Flat and Appurtenances.
- 20 **Termination and its Effect**
- 20.1 **Cancellation by Purchaser/s**: The Purchaser/s shall have the right to terminate this Agreement at any time and if the Purchaser/s does so, the Developer shall refund to the Purchaser/s all payments received till that date, without any interest, after deducting 10% or Rs. 50,000/- (whichever is higher) of the investment amount including cost of the cancellation of registration of this agreement.
- 20.2 **Breach of Purchaser's Covenant** : In the event the Purchaser/s (1) fails to make payment of the Net Price and any other amount payable to the Developer hereunder, or (2) fails to perform the obligations on the part of the Purchaser/s to be performed in terms of this Agreement (3) neglects to perform any of the Purchaser/s Covenants, this Agreement Shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Purchaser/s all payments received till that date, without any interest, after deduction 10% or Rs. 50,000/- (whichever is higher) of the investment amount. Payments made by the Purchaser/s for up-gradation shall be non-refundable. In the event the Developer condone the delay of any payment due under this Agreement, the Purchaser/s shall be liable to pay interest

@18% per annum for the period of delay (computed from the date the payment became due till the date of payment) on all amounts due and outstanding. However, such right of condonation is exclusively vested in the Developer and the Purchaser/s shall not be entitled to demand condonation as a matter of right.

## 21. Taxes

21.1 **Obligation Regarding Taxes** : In the event of the Developer being made liable for payment of any tax (exception Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future or if the Developer is advised by its consultant that the Developer is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Developer having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Purchaser/s shall be liable to pay all such tax, duty, levy or other liability and hereby agree to indemnify and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Developer's consultant shall be paid by the Purchaser/s at or before the Date of Possession.

## 22. Defects

22.1 **Decision of Architect Final**: If any work in the Said Flat and Appurtenances is claimed to be defective by the Purchaser/s, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Developer shall at own costs remove the defects. This will however not entitles the Purchaser/s to refuse to take possession of the Said Flat.

## 23. Association and Rules

23.1 **Rules of Use**: The said Flat Appurtenances shall be held by the Purchaser/s subject to such rules and regulations as may be made applicable by the Association from time to time.

23.2 **Covenants Regarding Use**: The Purchaser/s agrees that the Purchaser/s shall use the Said Flat and Appurtenances subject to the following restrictions:

23.3.1 **No Misuse of Water**: The Purchaser/s shall not misuse or permit to be misused the water supply to the Said Flat.



- 13.3.2 **Damages to Common Portions:** All damages to the Common Portions caused by the Purchaser/s and/or family members, invitees or servants of the Purchaser/s shall be compensated for by the Purchaser/s.
- 13.3.3 **No Unlawful Acts:** The Purchaser/s shall not do any unlawful act and shall abide by all by-laws and/or rules and regulations, which may be framed by the Facility manager or the Association.
- 13.3.4 **Notification Regarding Letting:** If the Purchaser/s let out or sells the Said Flat and Appurtenances or portion thereof, the Purchaser/s shall immediately notify the Facility Manager/Association of the tenant's/transferee's addressed and telephone number and the identity.
14. **Force Majeure**
- 14.1 **Circumstances of Force Majeure :** The Developer not be held responsible for any consequences or liabilities under this Agreement if the Developer is prevented in performing the obligations by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) act of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively of Force Majeure).
15. **Miscellaneous**
- 15.1 **Indian Law:** This Agreement shall be subject to Indian Law.
- 15.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.
- 15.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all not public information and documents concerning the transaction herein, unless compelled to disclose such information/documents by judicial or administrative process.
- 15.4 **No Claim of Un - Enforceability:** This Agreement is executed by the Parties under legal advice, out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.

- 25.5 **Agreement Personal to Purchaser/s** : This Agreement is personal and the Purchaser/s shall not be entitled to transfer any right without the consent in writing of the Developer.

The Purchaser/s admits and accepts that the Purchaser/s shall not nominate or assign the right under this Agreement without the written consent of the Developer.

26. **Notice**

- 26.1 **Mode of Service**: Notices under this Agreement shall be served by e-mail or messenger or registered post/speed post with acknowledgement due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on sending out the e-mail, (2) on the date of delivery, if sent by messenger and (3) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.

26. **Advocate**: All draft for registration will be made by the Developer's Advocate and the Purchaser will bear the cost of stamp duty, registration fee and incidental charges.

27. **Alternative Dispute Resolution**

- 27.1 **Disputes** : Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes) shall be referred to the Arbitral Tribunal described in Clause 27.1.1. below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time, In this regard, the Parties irrevocably agree that :

- 27.1.1 **Constitution of Arbitral Tribunal**: The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated by the Legal Advisors.

- 27.1.2 **Place**: The Place of arbitration shall be Kolkata only.

- 27.1.3 **Binding Effect**: The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

28. **Jurisdiction**

- 28.1 **District Court:** In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(LAND)**

**ALL THAT** piece and parcel of Bastu land measuring about 15 Decimals equivalent to 9 (nine) Cottahs 02 (two) Chittacks 19 (nineteen) Sq.ft more or less together with one storied building measuring about 1500 sq.ft more or less lying and situated at Mouza- Bhatenda, J.L. No. 28, R.S. No. 50, Touzi No. 2998, C.S Khatian No. 81, R.S Khatian No. 112, L.R Khatian No. 483, 597, 692, 720, 2979, 2981, 2984, 2986, 2987 and C.S Dag No. 505, R.S/L.R Dag No. 545, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas. The said land butted and bounded as follows:-

- ON THE NORTH** : R.S/L.R Dag No. 544.  
**ON THE SOUTH** : R.S/L.R Dag No. 552.  
**ON THE EAST** : R.S/L.R Dag No. 542 & 546.  
**ON THE WEST** : 24 ft. wide Panchayet Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(LAND)**

**ALL THAT** piece and parcel of Bastu land measuring about 16 (Sixteen) Cottahs 00 (Zero) Chittacks 15 (Fifteen) Sq.ft more or less as per deed but the land physically stated as 14 (Fourteen) Cottahs 13 (Thirteen) Chittacks 00 (Zero) Sq.ft more or less together with 1500 Sq.ft more or less tiles shed structure comprising land measuring 7(seven) Cottahs 13 (thirteen) Chittacks 39 (thirty nine) Sq.ft more or less in C.S Khatian No. 111/1, R.S Khatian No. 107, L.R Khatian No. 1501, 1502 and 1503, C.S Dag No. 503, R.S/L.R Dag No. 546, comprising land measuring 5 (five) Cottahs 7 (seven) Chittacks 6 (six) Sq.ft. more or less in C.S Khatian No. 203, R.S Khatian No. 445, L.R Khatian No. 1501, 1502 and 1503 and C.S Dag No. 504, R.S/L.R Dag No. 542 and comprising land measuring 1(One) Cottah 08 (Eight) Chittacks more or less in C.S Khatian No. 152, R.S Khatian No. 209, L.R Khatian No. 1112 and C.S Dag No. 504, R.S/L.R Dag No. 542/806 at Mouza- Bhatenda, J.L. No. 28, R.S. No. 50, Touzi No. 2998, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas. The said land butted and bounded as follows:-

- ON THE NORTH** : R.S & L.R Dag No. 543
- ON THE SOUTH** : R.S & L.R Dag No. 549 & 547
- ON THE EAST** : 12 ft. wide common passage
- ON THE WEST** : R.S & L.R Dag No. 545.

**THIRD SCHEDULE OF THE PROPERTY ABOVE REFERRED TO**  
**(Land)**

**ALL THAT** piece or parcel of Shali land measuring an area 02 (two) Cottahs a little more or less lying and situated at Mouza – Bhatenda, J.L. No.28, Sabek Touzi No.2998, Hal Touzi No. 10, Re.Sa. No.50, comprised in C.S Khatian No.203, R.S Khatian No. 189, L.R Khatian No. 4145, under C.S. Dag No.504, R.S & L.R Dag No. 542/806, within local limits of A.D.S.R.O., Rajarhat, Newtown (formerly Bidhannagar, Salt lake City), under P.S.- Rajarhat, within Rajarhat Bishnupur I No. Gram Panchayet, District- North 24 Parganas, which is butted and bounded as follows :-

- ON THE NORTH** : Part of R.S. & L.R Dag No.542/806 (Plot No. D).
- ON THE SOUTH** : Part of R.S. & L.R Dag No.542/806 (Plot No. F).
- ON THE EAST** : 12 ft. wide common passage.
- ON THE WEST** : R.S. & L.R Dag No.542 & 543.

**FOURTH SCHEDULE OF THE PROPERTY ABOVE REFERRED TO**  
**(Land)**

**ALL THAT** piece or parcel of Shali land measuring an area 02 (two) Cottahs 04 (four) Chittacks a little more or less lying and situated at Mouza – Bhatenda, J.L. No.28, Sabek Touzi No.2998, Hal Touzi No. 10, Re.Sa. No.50, comprised in C.S Khatian No.203, R.S Khatian No. 189, L.R Khatian No. 4715, under C.S. Dag No.504, R.S & L.R Dag No. 542/806, within local limits of A.D.S.R.O., Rajarhat, Newtown (formerly Bidhannagar, Salt lake City), under P.S.- Rajarhat, within Rajarhat Bishnupur I No. Gram Panchayet, District- North 24 Parganas, which is butted and bounded as follows :-

- ON THE NORTH** : Part of R.S. & L.R Dag No.542/806.
- ON THE SOUTH** : Part of R.S. & L.R Dag No.542/806.
- ON THE EAST** : 12 ft. wide common passage.
- ON THE WEST** : R.S. & L.R Dag No.542 & 543.

**THE FIFTH SCHEDULE OF PROPERTY ABOVE REFERRED TO**  
**(DESCRIPTION OF AMALGAMATED PLOT OF LAND)**

**ALL THAT** piece and parcel of Bastu land measuring about 29 (twenty nine) Cottahs 02 (two) Chittacks 34 (thirty four) Sq.ft. more or less as per deed but the **land physically stated as 28 (twenty eight) Cottahs 03 (three) Chittacks 19 (nineteen) Sq.ft.** more or less comprising land measuring 9 (nine) Cottahs 02 (two) Chittacks 19 (nineteen) Sq.ft more or less in C.S Dag No. 505, **R.S/L.R Dag No. 545**, Kri Khatian No. 651 and comprising land measuring 5 (five) Cottahs 7 (seven) Chittacks 6 (six) Sq.ft. more or less in C.S Dag No. 504, **R.S/L.R Dag No. 542**, R.S Khatian No. 445 and comprising land measuring 7 (seven) Cottahs 13 (thirteen) Chittacks 39 (thirty nine) Sq.ft more or less in C.S Dag No. 503, **R.S/L.R Dag No. 546**, R.S Khatian No. 107 and comprising land measuring 01 (one) Cottah 08 (eight) Chittacks more or less in C.S Dag No. 504, **R.S/L.R Dag No. 542/806**, R.S Khatian No. 209, Kri Khatian No. 469, comprising land measuring 02 (two) Cottahs more or less in C.S Dag No. 504, **R.S/L.R Dag No. 542/806**, R.S Khatian No. 189, L.R Khatian No. 4145 and comprising land measuring 02 (two) Cottahs 04 (four) Chittacks more or less in C.S Dag No. 504, **R.S/L.R Dag No. 542/806**, R.S Khatian No. 189, L.R Khatian No. 4715, alongwith other land in other Dags together with 3000 Sq.ft tiles shed structure lying and situated at **Mouza-Bhatenda**, J.L No. 28, R.S. No. 50, Touzi No. 2998, **L.R Khatian No. 483, 597, 692, 720, 2979, 2981, 2984, 2986, 2987, 1501, 1502, 1503, 1112**, Pargana – Kalikata, within the jurisdiction of **Rajarhat Bishnupur no. 1 Gram Panchayet, Bhatenda (East), Rajarhat, Kolkata- 700135**, Police Station- Rajarhat and A.D.S.R office at Rajarhat, in the District of North 24 Parganas. The said land butted and bounded as follows:-

- ON THE NORTH** : R.S. Dag No-544 & R.S. Dag No-543 - land  
**ON THE SOUTH** : 6 ft. wide common passage & R.S. Dag No-547 – land  
**ON THE EAST** : 12 ft. wide common passage & R.S. Dag No-542/806(P)  
**ON THE WEST** : 25 ft. wide Panchayet Road

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**[ Said Flat/Said Property ]**  
**[ Subject Matter of Agreement ]**

**ALL THAT** one self-contained residential flat, being Flat No. '.....' On the ..... Floor, Block No. – '.....' admeasuring **Standard Built up area - including floor level common services area= .....** Sq.ft (.... ..) be the same a little more or less of consisting ..... Bed Rooms, ..... Drawing cum Dining, ..... Kitchen, ..... Toilets & ..... Balconies of the complex known as "**BOSE DREAM SUNRISE**", at Bhatenda (East), Rajarhat, Kolkata – 700 135, constructed upon the land described in the Fifth Schedule hereinabove including proportionate share of undivided impartible land of Fifth Schedule property including the rights of user of the common area on the building from the Developer's Allocation.

**SEVENTH SCHEDULE OF PROPERTY ABOVE REFERRED TO:-**  
**(COMMON MAINTENANCE AND EXPENSES)**

1. Proportionate expenses of maintenance, repairing, redecorating etc. of the said complex and lighting of common areas, main entrance, passage, stair case and other's of the building.
2. Proportionate costs of the subsequent decorating of the exterior side of the building.
3. Proportionate costs of the salaries caretakers, sweepers.
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 Panchayet/Corporation, Government tax and other expenses.
6. Proportionate amount of Insurance of the building against risk of fire etc.
7. The proportionate cost for A.C Community Hall, Gym, Swimming Pool, Indoor Sports Court, C.C.TV Surveillance, 24 Hours Power backup, Lift, Children Play zone with Landscape, Transformer (WBSEB) and electric connection meter of the said flat shall be borne by the Purchasers herein.
8. Proportionate other expenses those are necessary or incidental of the maintenance and up keep the said building on the Fifth Schedule hereunder.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON AREAS, PORTIONS, FACILITIES,**  
**AMENITIES & INSTALLATIONS)**

- a) Water supply round the Clock:  
Submersible pump and Overhead tanks.
- b) Diesel Generator:  
Sound proof branded Generator to be installed for alternative power supply to Lifts, common areas, Pumps round the clock.
- c) Open Terrace Lift (4 passengers)
- d) General lightings of the common portions and space for installation of Electric Meter in General and Separate.
- e) Drains and sewers common from the building to the Municipal ducts.

- f) Distribution pipes from overhead Water tank to different Units and from the overhead tanks.
- g) Uninterrupted ingress into and egress from the said building premises.
- h) Installations, apparatus, fittings and fixtures of electricity, water.
- i) Window Aluminum frame with glass.
- j) Water pumps, motors, generator and space for Caretaker room required there for.
- k) Main gates of the premises and Building and boundary Walls.
- l) Common toilets, and such other common spaces indicated by Developer.
- m) Foundations, columns, girders, beams, supports, main walls, decks, corridors, lobbies, staircases, landings, hand half landings.
- n) OH Water tanks and other common plumbing installations.
- o) Water and sewerage, evacuation pipes from Unit to drains and sewers common to the building.
- p) Common electric line meter fittings and fixtures.
- q) Top roof, parapet walls and drain water pipes of the building.
- r) Open to sky land, surrounding the building within the premises.

**THE NINETH SCHEDULE ABOVE REFERRED TO**  
**SPECIFICATION**

- A) **Structure:** Building designed with R.C.C. frame structure which based on individual column, design approved by the competent authority.
- B) **External Wall:** 5" thick brick wall and plastered with cement mortar. 5" thick brick wall and plastered with cement mortar for bathrooms & kitchen.
- C) **Internal Wall:** 5" & 3" thick brick wall and plastered with cement mortar.
- D) **Flooring:** Flooring will be made of 2'-0"/2'-0" standard tiles (all bed rooms, drawings, dining space and balcony).
- E) **Bathroom:** We will provide Indian Type commode, Bathroom fitted up 5'-0" height with Glazed tiles of standard brand. Bath room floor standard tiles.
- F) **Kitchen:** Cooking platform will be black stone and sink will be steel set with one cock and 3'-0" height glazed tiles above the platform to protect the oil spot and flooring standard tiles.

- G) Doors:** All doors frame are wooden except bathroom. Bathroom frame will be of PVC. All Doors' will be flash door (including main door) except bathroom door which will be of PVC. You will be provided with one flash lock, one hash bolt, one eyehole, one stopper, one buffer on the main door. All the inside door's will have stopper, buffer, hash bolt except bathroom.
- H) Window:** Window's will be Aluminum sliding with full glass panel of standard quality.
- I) Water Supply:** Water supply around the clock is assured for which necessary submersible will be installed.
- J) Plumbing:** You will be provided with total concealed wiring with P.V.C. pipes and G.I. fittings of standard quality.
- K) Balcony:** Balcony will be (Half Grill) up to 3'-0" height from 1'- 0" top of the floor.
- L) Electric Work :**
- a) Full concealed wiring with copper conduit.
  - b) In each Bed Rooms: 3 light points, 1 fan point & one 5 amp. Plug point.
  - c) Living & Dining Room: 4 light points, 1 fan points, one 5 amp. Plug point, 2 no. 15 amps. Plug point.
  - d) Kitchen: 1 light points, 1 exhaust point & one 15 amp. Plug point.
  - e) Toilet: 1 light point, 1 Geyser point & 1 exhaust fan point.
  - f) Balcony: 1 light point & 1(one) 15 amps. Plug point.
  - g) Main Entrance: 1 light point and 1 calling bell point at the main entrance
- M) Painting :**
- a) Inside wall will be finished with Plaster of Paris and external wall with weather coated or equivalent.
  - b) All doors and frames will be painted with two coats of white primer.



- N) **Lift:** Four passengers capacity lift will be provided.
- O) **External Work:** All extra work other than our above specification will be charged extra.

**THE TENTH SCHEDULE ABOVE REFERRED TO**  
**CONSIDERATION OF FLAT AND GARAGE**

**Part – I**

**Total Consideration for flat as follows: -**

Total Consideration of Flat (... Sq. Ft. @ Rs.../-) Rs...../-

Consideration for Garage (Car Parking) Rs. ..../-

**TOTAL** Rs...../-

(Rupees in word : ..... only).

**Part – II**

One time facility charges for Extra Cost mentioned Rs. ..../-  
in (clause 17.1) above

**TOTAL** Rs. ..../-

( Rupees in word : ..... only.)

**Part – III**

**MODE OF PAYMENT**

1) 20% on or before Agreement + GST as applicable Rs.

2) 10% on completion of  
Foundation + GST as applicable Rs.

3) 10% on completion of

Ground floor + GST as applicable	Rs.
4) 10% on completion of First floor roof casting + GST as applicable	Rs.
5) 10% on completion of Second floor roof casting + GST as applicable	Rs.
6) 10% on completion of Third floor roof casting + GST as applicable	Rs.
7) 10% on completion of Fourth floor roof casting + GST as applicable	Rs.
8) 10% on completion of Brick work of the said unit + GST as applicable	Rs.
9) 5% on completion of Finishing of the said unit + GST as applicable	Rs.
10) 5% on Position or Registration+ GST as applicable	Rs.

TOTAL      Rs...../-

( Rupees in word : .....only.)

Part – IV

(MODE OF EXTRA PAYMENT)

At the time of Sale Greement (50%)      ...../-

At the time of Possession of the said Unit (50%)      ...../-

-----  
Total      Rs.      ...../-

( Rupees in word : ..... only).

GRAND TOTAL

Consideration for flat      Rs. ..../-

Consideration for Garage      Rs. ..../-

GST      Rs. ..../-

Extra cost      Rs. ..../-

GRAND TOTAL      Rs. ..../-

( Rupees in word : ..... only.)

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

**SIGNED, SEALED AND DELIVERED**

by the parties at Kolkata

In presence of:-

1.

\_\_\_\_\_  
**Signature of the Developer**

2.

\_\_\_\_\_  
**Signature of the Purchaser/s**

**As Constituted Attorney of  
The abovenamed Landowners**

\_\_\_\_\_  
**Signature of the Landowners**

As per instruction of all the  
Parties herein Drafted by me

Bikash Karmakar  
Advocate  
High Court, Calcutta  
Enrl. No. WB-225/2007.

**MEMO OF CONSIDERATION**

**RECEIVED** with thanks from the abovenamed Purchaser a sums of **Rs. ....**/-  
**(Rupees .....**) only as per the terms of this agreement in the  
 following manners:-

<b>Received Payment As Per Following Table</b>			
<b>Date</b>	<b>Cheque Number</b>	<b>Bank</b>	<b>Received Amounts</b>
<b>Total</b>			<b>Rs.</b>

(Rupees ..... only).

WITNESS :-

1.

2.

\_\_\_\_\_  
**Signature of the Developer**