

AGREEMENT FOR SALE OF FLAT

Police Station Nischinda, District Howrah

This Agreement for Sale is made on this the
..... day of, Two Thousand Twenty

B E T W E E N

Containing Total Pages

1. SRI BISWANATH MUKHERJEE, (Pan No. CBKPM8672H) (Aadhar No. 2560 9471 0123), son of Late Amrita Lal Mukherjee, by faith Hindu, by occupation retired, resident of Ghoshpara, within P.S. Nischinda, in the District of Howrah – 711 227 2. SRI SHIBNATH MUKHERJEE, (Pan No. EFEPM8402K) (Aadhar No. 9329 5584 3596), son of Late Amrita Lal Mukherjee, by faith Hindu, by occupation retired, resident of Ghoshpara, within P.S. Nischinda, in the District of Howrah – 711 227 3. SMT. KALYANI GHOSAL, (Pan No. AWTPG0055G) (Aadhar No. 8879 0915 0357), wife of Rana Ghosal and daughter of Late Amrita Lal Mukherjee, by faith Hindu, by occupation-Housewife, resident of 11, Jogendranath Ghosal Road, Kamarhati(m), Anadaha, in the District of North 24 Parganas, 4. SMT. ANJALI CHAKRABORTY, (Pan No. APHPC3621F) (Aadhar No. 3035 9317 6917), wife of Suman Chakraborty and daughter of Late Amrita Lal Mukherjee, by faith Hindu, by occupation-Housewife, resident of North Ghoshpara, within P.S. Nischinda, in the District of Howrah (which expression shall unless excluded by or repugnant to the context be deemed to include their respective legal heirs, legal representatives, legal administrators, executor, assigns, etc.) 5. SMT. NEELAM DAS, (PAN No. ANOPD6293P), (Aadhar No. 2704 3742 2061), wife of Sri Suresh Das, by faith Hindu, by occupation Business, residing at Srinagar Colony, Santinagar (Middle), P.O. Sapuipara, within Police Station Bally, in the District of Howrah and 6. SMT. CHAYYA DEVI SHAW, (Aadhar No. 6130 9728 2593), widow of Late Murlidhar Shaw, by faith Hindu, by occupation Housewife, resident of 41/1, B.L. Roy Road, within P.O. & P.S. Howrah, in the District of Howrah (which expression shall unless excluded by or repugnant to the context be deemed to include their respective legal heirs, legal representatives, legal administrators, executor, assigns, etc.) all being represented by their lawfully Constituted Attorney viz. SRI SURESH DAS, (Pan No. AGIPD7322C), (Aadhaar No.4130 0043 1277), son of Late Satish Chandra Das, by faith Hindu, by occupation Business, residing at Srinagar Colony, Santinagar (Middle), P.O. Sapuipara, within Police Station Bally, in the District of Howrah, by virtue of two registered General Power of Attorney one dated 05.07.2021 being Deed no. 051305422 of 2021 and another dated 05.07.2021 being Deed no. 051305426 of 2021 and 7. SRI SURESH DAS, (Pan No. AGIPD7322C), (Aadhaar No.4130 0043 1277), son of Late Satish Chandra Das, by faith Hindu, by occupation Business, residing at Srinagar Colony, Santinagar (Middle), P.O. Sapuipara, within Police Station Bally, in the District of Howrah hereinafter referred to as the OWNERS (which expressions shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, legal representatives, successors-in-interest, executors, administrators and assigns etc.) of the ONE PART;

A N D

SRI SURESH DAS, (Pan No. AGIPD7322C), (Aadhaar No.4130 0043 1277), son of Late Satish Chandra Das, by faith Hindu, by occupation Business, residing at Srinagar Colony, Santinagar (Middle), P.O. Sapuipara, within Police Station Bally, in the District of Howrah, hereinafter referred to as the DEVELOPER/PROMOTER (which expressions shall unless excluded by or repugnant to the context be deemed to mean and include his

include his legal heirs, executors, administrators and representatives) of the "THIRD PART";

WHEREAS ALL THAT piece and parcel of a definite demarcate area of **BASTU LAND** containing an area measuring about **03 (Three) Cottahs 00 (Zero) Chhittaks 00 (Zero) Square Feet**, be the same a little more or less, together with old structures and other erections measuring about 100 sq. ft. standing thereupon including all rights of easement, messuages, hereditaments, appurtenances, appendages, benefits, liberties, privileges and all other rights attached thereto appertaining to R.S. Dag No. 6908, under R.S. Khatian No. 2553, corresponding L.R. Dag No. 23639, L.R. Khatian nos. 16280, 22295, 3991, 340, J.L. No. 14, Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah;

AND WHEREAS originally Abdul Karim Mondal, Amina Khatun and Momena Khatun were the joint owners in respect of the aforesaid property and while thus being jointly seized and possessed of the aforesaid property due to urgent need of money said Abdul Karim Mondal transferred his share in favour of Sunil Kumar Acharya Chowdhury by virtue of a registered Deed of Sale dated 29.04.1955 being Deed no. 2450 for the year 1955 and delivered possession thereof;

AND WHEREAS said Amina Khatun and Momena Khatun while thus being jointly seized and possessed of their share in respect of the aforesaid property due to their urgent need of money transferred their undivided share of land in favour of Prafulla Kumar Acharya by virtue of two separate registered Deeds of Sale dated 25.07.1955 and 12.05.1955 being Deed nos. 4564 and 2677 respectively both for the year 1955 and delivered peaceful possession thereof;

AND WHEREAS after acquisition of joint title in respect of the aforesaid property said Sunil Kumar Acharya Chowdhury and Prafulla Kumar Acharya had been jointly possessing as well as enjoying the same having joint right, title, interest and possession thereof and also by exercising all sorts of overt acts over the same as 'True and Lawful' OWNERS thereof by payment of Govt. revenues, taxes, etc. before different authorities;

AND WHEREAS while thus being jointly seized and possessed of the aforesaid property said Sunil Kumar Acharya Chowdhury and Sri Prafulla Kumar Acharya due to their urgent need of money jointly transferred the aforesaid property in favour of Amrita Lal Mukherjee by virtue of a registered Deed of Sale dated 10.05.1956 corresponding to 27th day of Baishak, 1363 B.S. being Deed No. 2648 For the year 1956 and delivered khas possession thereof;

AND WHEREAS after acquisition of title in respect of the aforesaid property said Amrita Lal Mukherjee had been possessing as well as enjoying the same having exclusive right, title, interest and possession thereof and also by exercising all sorts of overt acts over the same as 'True and Lawful' OWNER thereof by payment of Govt. revenues, taxes, etc. before the different authorities;

AND WHEREAS while being seized and possessed of the aforesaid property said Amrita Lal Mukherjee died intestate on 26.01.1973 leaving behind his two sons viz. Sri Biswanath Mukherjee and Sri Shibnath Mukherjee, the owner nos. 1 and 2 herein and two daughters viz. Smt. Kalyani Ghosal and Smt. Anjali Chakraborty, the Owner nos. 3 and 4 herein as his legal heirs to inherit his estate according to the Law of Inheritance governed under the Hindu Succession Act, 1956 and accordingly, they all became the co-owners and occupiers in respect of the aforesaid property left by Amrita Lal Mukherjee and also by exercising all sorts of overt acts over the same as 'True and Lawful' OWNERS thereof by payment of Govt. revenues, taxes, etc. before the different authorities and also by mutating their names before the B.L. & L.R.O covered by L.R. Khatian nos. 16280, 22295, 3991 340.

their dream into reality; for which, they were in search of a good, reputed and financially sound Developers/Promoters, who could undertake full responsibility to raise a proposed residential multi-storied building on the "Said Property" and complete the same absolutely in share-in-ownership basis in terms of share as recited in the Development Agreement;

AND WHEREAS the DEVELOPER/PROMOTER of the SECOND PART had the necessary financial resources and technical knowledge to undertake the construction of the multi-storied building upon the aforesaid property of the Owner nos. 1 to 4 together with all that is necessary to appoint soil surveyor, architects, civil engineers, masons and labours, etc. to obtain necessary sanction plan for the proposed new multi-storied building from the Howrah Zillah Parishad and to complete the said proposed construction thereof.

AND WHEREAS the Owner nos. 1 to 4 of the First Part entered into an Agreement for Development with the DEVELOPER/ PROMOTER of the SECOND PART on 5th day of July, 2021 since been registered on 15.07.2021 before the D.S.R. II Howrah and incorporated in Book no. I, Volume no. 0513-2021, Pages from 184532 to 184532, Being no. 051305420, For the year 2021 for developing the aforesaid property on various terms and conditions, as fully embodied in the aforesaid Agreement for Development followed by a registered General Power of Attorney dated 05.07.2021, since been registered on 15.07.2021 before the D.S.R. II Howrah and incorporated in Book no. I, Volume no. 0513-2021, Pages from 184573 to 184603, Being no. 051305422, For the year 2021 in favour of the DEVELOPER/ PROMOTER of the SECOND PART empowering him to sell / transfer the flat or flats as constructed over the aforesaid and to execute and register proper deed of conveyances in favour of various intending PURCHASER or PURCHASERS;

AND WHEREAS ALL THAT piece and parcel of LAND measuring about 14(Fourteen) Cottahs 08(Eight) Chhittaks 14(Fourteen) Square Feet, appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag No. 6903, L.R. Dag No. 23632, under Khatian 8784, J.L. No. 14, of Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah, along with all rights of easements, other right, title, interest and appurtenances thereto was originally belonged to one Narendranath Singha Roy whose name had been duly recorded in the C.S. record of right and he had been duly possessing as well as enjoying the said property having sixteen annas right, title and interest therein not only by exercising all sorts of overt acts over the same but also by mutating his name before the then Bally Municipality as true and lawful owner thereof and also by taking all sorts of usufructs there from without any interruption from any corner whatsoever;

AND WHEREAS while thus being lawfully seized and possessed of the aforesaid property said Narendranath Singha Roy executed a registered Deed of Settlement in favour of his wife viz. Smt. Abha Rani Singha Roy inter alia giving her life interest in respect of the aforesaid property and after her demise the aforesaid property shall devolved upon his son viz. Sri Tushar Kanti Singha Roy, the vendor of the owners of the one part and his daughter Smt. Rama Rani Singha Roy and the said Deed of Settlement dated 08.07.1985 was duly registered before the office of the District Sub-Registrar at Howrah and the same has been duly incorporated in Book No. I, Volume No. 68, Pages from 361 to 366, Being No. 3983, For the Year 1985;

AND WHEREAS after demise of said Smt. Abha Rani Singha Roy her son Sri Tushar Kanti Singha Roy and his daughter Smt. Rama Rani Singha Roy jointly acquired the aforesaid property and they had been in peaceful possession as well as enjoyment of the same having sixteen annas right, title, interest and possession thereof and also by exercising all sorts of overt acts over the same as 'True and Lawful' OWNERS thereof and also by payment of Government revenues, taxes, etc. before the different authorities and also by taking all sorts of usufructs there from;

thereto appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag No. 6903, under R.S. Khatian No. 8784 corresponding to L.R. Dag No. 23632, under L.R. Khatian nos. 49634 and 49638, J.L. No. 14, of Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah in favour of the Owners of the One Part nos. 5 and 6 by virtue of a registered Deed of Conveyance dated 05.09.2019 since been registered before the office of the District Sub-Registrar-II at Howrah and the same has been duly incorporated in Book No. I, Volume No. 0513-2019, Pages from 164793 to 164821, Being No. 051305080, For the Year 2019 and delivered peaceful possession thereof;

AND WHEREAS after acquisition of title in respect of the aforesaid property the OWNERS of the FIRST PART nos. 5 and 6 have been jointly possessing as well as enjoying the same having joint right, title, interest and possession thereof and also by exercising all sorts of overt acts over the same as 'True and Lawful' OWNERS thereof by payment of Govt. revenues, taxes, etc. before the different authorities and also by mutating their names before the B.L. & L.R.O covered by L.R. Khatian nos. 49634 and 49638 and also by converting the aforesaid property into Bastu Land;

AND WHEREAS the Owners of the One Part nos. 5 and 6 of the First Part herein, while thus being seized and possessed of the aforesaid property as joint owners thereof having joint right, title, interest as well as possession in respect of the same dreamed to raise a multi-storied residential building on their aforesaid property by demolishing the existing old structures but they had neither any knowledge nor any sufficient finance or liquid cash to transform their dream into reality; for which, they were in search of a good, reputed and financially sound Developers/Promoters, who could undertake full responsibility to raise a proposed residential multi-storied building on the aforesaid property and complete the same absolutely in share-in-ownership basis in terms of share as recited in the Development Agreement;

AND WHEREAS the DEVELOPER/PROMOTER of the SECOND PART had the necessary financial resources and technical knowledge to undertake the construction of the multi-storied building upon the aforesaid Property of the OWNERS of the FIRST PART nos. 6 and 7 together with all that is necessary to appoint soil surveyor, architects, civil engineers, masons and labours, etc. to obtain necessary sanction plan for the proposed new multi-storied building from the Howrah Zillah Parishad and to complete the said proposed construction thereof.

AND WHEREAS the Owner nos. 5 and 6 of the First Part entered into an Agreement for Development with the DEVELOPER/ PROMOTER of the SECOND PART on 5th day of July, 2021 since been registered on 15.07.2021 before the D.S.R. II Howrah and incorporated in Book no. I, Volume no. 0513-2021, Pages from 184464 to 184499, Being no. 051305419, For the year 2021 for developing the aforesaid property on various terms and conditions, as fully embodied in the aforesaid Agreement for Development followed by a registered General Power of Attorney dated 05.07.2021, since been registered on 15.07.2021 before the D.S.R. II Howrah and incorporated in Book no. I, Volume no. 0513-2021, Pages from 184382 to 184403, Being no. 051305426, For the year 2021 in favour of the DEVELOPER/ PROMOTER of the SECOND PART empowering him to sell / transfer the flat or flats as constructed over the aforesaid and to execute and register proper deed of conveyances in favour of various intending PURCHASER or PURCHASERS;

AND WHEREAS the Owners of the First No. 7 purchased **ALL THAT** piece and parcel of a definite demarcate area of **BASTU LAND** measuring about **07(Seven) Cottahs 04(Four) Chhittaks 07(Seven) Square Feet** be the same a little more or less including all rights of easement, messuages, hereditaments, appurtenances, appendages, benefits, liberties, privileges and all other rights attached thereto appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag No. 6903, under R.S. Khatian No. 8784

116413, Being No. 050203480, For the Year 2018 and delivered peaceful possession thereof;

AND WHEREAS after acquisition of title in respect of the aforesaid property the OWNERS of the FIRST PART no. 7 has been possessing as well as enjoying the same having sixteen annas right, title, interest and possession thereof and also by exercising all sorts of overt acts over the same as 'True and Lawful' OWNERS thereof by payment of Govt. revenues, taxes, etc. before the different authorities and also by mutating his name before the B.L. & L.R.O covered by L.R. Khatian no. 49621 and also by converting the aforesaid property into Bastu Land;

AND WHEREAS subsequently OWNERS of the FIRST PART jointly dreamed to raise multistoried building over the aforesaid three plots of land jointly and thus they all jointly executed a registered Deed of Amalgamation dated 25.08.2021 since been registered before the office of the Additional District Sub-Registrar at Howrah and the same has been duly incorporated in Book No. I, Volume No. 0502-2021, Pages from 271552 to 271573, Being No. 050207503, For the Year 2021 and the aforesaid three plots after amalgamation became **All THAT** piece and parcel of a definite demarcate area of **BASTU LAND** measuring about **17(Seven) Cottahs 08(Eight) Chhittaks 14(Fourteen) Square Feet** be the same a little more or less appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag Nos. 6908 and 6903, under R.S. Khatian Nos. 2553 and 8784 corresponding to L.R. Dag Nos. 23639 and 23632, under L.R. Khatian nos. 16280, 22295, 3991, 340, 49634, 49638 and 49621, J.L. No. 14, of Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah, hereinafter referred to as the "**SAID PROPERTY**"; since been lying in one compact block and which is morefully and particularly described in the FIRST SCHEDULE hereunder written;

AND WHEREAS in terms of the aforesaid Development Agreements both dated 05.07.2021 and Deed of Amalgamation dated 25.08.2021 the DEVELOPER/PROMOTER of the SECOND PART applied for obtaining a sanctioned plan from the Howrah Zillah Parishad for raising new buildings over the "**SAID PROPERTY**", as morefully and particularly described in the FIRST SCHEDULE hereunder written according to the said sanctioned plan after demolishing the old structures.

AND WHEREAS the DEVELOPER/PROMOTER of the SECOND PART announced or offered for booking of different flats/shops from his allocation including **ALL THAT** piece and parcel of one Flat containing an area measuring about Square Feet @per square Feet including 20% super built up area situated on the of theFloor of the said building comprised of comprised of Bed Rooms, Drawing room, Kitchen, bath cum privy, Balcony etc. **with lift (capacity of five persons)** together with the undivided impartible proportionate share or interest in the land comprised in the Said Property underneath the Said Building and together with right to use and enjoy the undivided proportionate share in the common parts and facilities in the Said Building, appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag Nos. 6908 and 6903, under R.S. Khatian Nos. 2553 and 8784 corresponding to L.R. Dag Nos. 23639 and 23632, under L.R. Khatian nos. 16280, 22295, 3991, 340, 49634, 49638 and 49621, J.L. No. 14, of Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah, hereinafter also referred to as the "Said Flat", which is morefully and particularly described in the SECOND SCHEDULE hereunder written at a total consideration of Rs.00 (Rupees) only;

AND WHEREAS in response to such proposal of the DEVELOPER/ PROMOTER of the SECOND PART, the PURCHASER of the THIRD PART became very much interested to purchase the "Said Flat" at the highest available local market price as

AND WHEREAS the PURCHASER of the THIRD PART after payment of the aforesaid earnest money thought in prudent to enter into this Agreement for sale with the DEVELOPER/PROMOTER of the SECOND PART and as such the parties to this Agreement are binding themselves under the terms and conditions as fully and particularly hereinafter mentioned:-

NOW THIS AGREEMENT WITNESSETH and IT IS HEREBY AGREED BY & BETWEEN the parties hereto as follows:-

1. The DEVELOPER/PROMOTER of the SECOND PART agreed to sell the "Said Flat" from his allocation being free from all encumbrances and the PURCHASER of the THIRD PART agrees to purchase the same in its entirety, as fully and particularly mentioned and described in the Second Schedule hereunder written as an absolute estate in fee simple or an estate equivalent thereto subject to a good and marketable title being made out in respect thereof and the same being found free from all encumbrances, attachments, charges and other claims and demands whatsoever at or for a total consideration price of Rs.00 (Rupees) only subject to the terms and conditions herein after contained.
2. The PURCHASER of the THIRD PART paid a sum of Rs.....00 (Rupees) only in favour of the DEVELOPER/ PROMOTER of the SECOND PART as and by way of Advance or Earnest money as per Memo of Consideration and the balance of the purchase money amounting to a sum of Rs.00 (Rupees) only shall be paid by the PURCHASER of the THIRD PART on or within year in the following manner:-
 - 30% payment at the time of execution of this Agreement.
 - 20% at the time of roof casting.
 - 15% at the time of Brick work.
 - 15% at the time of Floor tiles.
 - 10% at the time of wiring.
 - 10% at time of handing over the possession of the "Said Flat".
 - GST will be charge as applicable by the authority from time to time.
 - Payment as per schedule above mentioned must be maintained by the Purchaser of the Third Part.
3. Simultaneously with the execution of this Agreement for Sale, the DEVELOPER/PROMOTER of the SECOND PART has delivered to the PURCHASER of the THIRD PART photocopies of all title deeds and other papers and writings relating to the "Said Flat" for the purpose of proper searching and investigation as well as inspection of the same and the aforesaid purchase shall be positively completed by or within TIME shall for this purpose be deemed to be the ESSENCE OF CONTRACT.
4. It is made specifically clear that after expiry of the aforesaid stipulated date of, if the PURCHASER of the THIRD PART fails or neglects to perform his part in completing the final DEED OF CONVEYANCE to be executed and registered by payment of the aforesaid balance amount of consideration to the DEVELOPER/PROMOTER of the ONE PART, then these presents shall be treated as unilaterally "Rescinded" and/or "Cancelled" without any further notice or reference and in that case, the aforesaid advance will be refunded by the DEVELOPER/PROMOTER of the SECOND PART in favour of the PURCHASER of the THIRD PART after deducting 25% of the amount paid.
5. The DEVELOPER/PROMOTER of the SECOND PART doth hereby agrees to answer all reasonable questions or requisitions on title to be made by the PURCHASER of the THIRD PART.
6. If a good and marketable title is made out and the "Said Flat" is found to be free from all encumbrances, attachments and charges or free from all sorts of collateral

- confirming or assuring party or parties, as the case may be, to pass and convey an absolute title unto the PURCHASER of the THIRD PART or to redeem any charge or encumbrance.
7. If a good and marketable title is not made out and the "Said Flat" is not found to be free from all encumbrances, attachments and charges or free from all sorts of collateral security deposit and other claims and demands whatsoever or affected by any notice or scheme of acquisition or requisition or if the same is unable to be delivered vacant possession thereof in all respect, the PURCHASER of the THIRD PART shall be at liberty to rescind this Agreement for Sale and the DEVELOPERS/PROMOTERS of the SECOND PART shall in that event shall refund the said advance/earnest money without any interest.
 8. If on being found good and marketable title and the "Said Flat" is found to be vacant for its delivery of possession in favour of the PURCHASER of the THIRD PART in all respect, the PURCHASER of the THIRD PART fails and neglects to complete the purchase within the time aforesaid, this said Agreement for Sale will be deemed and presumed to be cancelled and/or rescinded and in that case the advance/earnest money shall be refunded by the DEVELOPER/PROMOTER of the SECOND PART in favour of the PURCHASER of the THIRD PART after deducting 25% of the amount paid.
 9. Save and except what are herein before provided, the rights and liabilities of the parties hereto shall be governed by the present position of law in force as between the VENDORS/OWNERS of the FIRST PART, DEVELOPER/ PROMOTER of the SECOND PART and the PURCHASER of the THIRD PART.
 10. That the parties hereto join their hands in consideration of each other and having full sense thereof and agreed to comply the terms and conditions set forth herein accordingly in times.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Land comprised in the Said Property upon which the Said Building
visa-vis the Said Flat is situated)

All THAT piece and parcel of a definite demarcate area of **BASTU LAND** measuring about **17(Seven) Cottahs 08(Eight) Chhittaks 14(Fourteen) Square Feet** be the same a little more or less appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag Nos. 6908 and 6903, under R.S. Khatian Nos. 2553 and 8784 corresponding to L.R. Dag Nos. 23639 and 23632, under L.R. Khatian nos. 16280, 22295, 3991, 340, 49634, 49638 and 49621, J.L. No. 14, of Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah, being butted and bounded by as follows :-

On the North	: Common Passage ;
On the South	: Tarun Sangha Club;
On the East	: Dina Nath School;
On the West	: Panchayat Road;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the "Said Flat" comprised in the Said Building)

ALL THAT piece and parcel of one Flat containing an area measuring about **Square Feet @****per square Feet** including 20% super built up area situated on the of theFloor of the said building comprised of comprised of Bed Rooms, Drawing room, Kitchen, bath cum privy, Balcony etc. **with lift (capacity of five persons)** together with the undivided impartible proportionate share or interest in the land comprised in the Said Property underneath the Said Building and together with right to use and enjoy the undivided proportionate share in the common parts and facilities in the Said Building, appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag Nos. 6908 and 6903, under R.S. Khatian Nos. 2553 and

attached with the 'Said Flat' comprised in the Said Building)

1. Stair case on all the Floors pertaining to the Residential section;
2. Stair case and landings on all floors up to the roof terrace with common user of roof;
3. Lift
4. Common lobby/passage from the ground floor to the top floor and to the roof;
5. Water Pump, overhead water tank, water tank pipes connection and other common pumping installation;
6. Drains, sewerage and all fittings and fixtures of sanitary adjoining the septic tank;
7. Pump Room;
8. Meter Room/Space;
9. Main Gates and Boundary Walls;
10. Electrical equipments such as transformer, Electrical wiring in the common space or spaces and other fittings;
11. Antenna positions;
12. Underground water reservoir and its fittings;

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Technical Specification, Fittings and Fixtures within the "Said Flat"]

Super Structure : R. C. C. framed structures;
 Floor / Roof : Reinforce concrete slab;
 Walls : Brick walls plastered on both sides;

FINISH:

Walls External : 08" brick work with cemented stand plaster;
Common Wall : 05" brick work with putty over cement and sand plaster;
Internal Wall : 05" and 03" brick work with putty over cemented sand plaster finishing;
Ceiling : Putty over cement sand plaster;
Windows : Numbers of Aluminum framed sliding windows with smoke glass panels;
Doors : Numbers of Flash Doors of Teak Wood Sal Frame;
Flooring : Floor Tiles 2x2 with 6" skirting;
Kitchen : One cooking platform, 3' height ceramic tiles over cooking plate. Steel sink, wash Basin, fresh and foul water line with four water taps. Cooking plate finished by green marvel;
Toilet : 6' height Ceramic Tiles including skirting with Marble flooring, concealed water pipe system with one English style commode, one shower and two Tap Water Connection;

SANITARY & PLUMBING

- P. V. C. soil and rain water pipe;
- All plumbing in bathroom with P. V. C. pipes for water and drainage;
- One water point in kitchen;
- Bathroom/s provided with one shower point, two tap point, English style commode;
- Concealed Electrical wiring in all rooms;
- points in each bed room and living room including 05 AMP Plug points;
- points in kitchen and bathroom and 01 point in Veranda/Balcony including plug point;
- Electrical wiring from Main Meter Box at Ground Floor to "Said Flat";

WATER SUPPLY :

MEMO OF CONSIDERATION

Received from the PURCHASER of the THIRD PART by the DEVELOPER/ PROMOTER of the SECOND PART towards advance/earnest money for entering into this Agreement for Sale as follows:

PARTICULARS OF PAYMENT OF CONSIDERATION

Cash / Cheque No.	Date	Drawn on	Issued by	Amount (In Rs.)
Total Earnest / Advanced money paid				
Total Due				

Signature of the DEVELOPER/PROMOTER of the Second Part (For self and on behalf of the Owners of the First Part)

IN WITNESS WHEREOF the VENDORS/OWNERS of the FIRST PART, the DEVELOPER/PROMOTER of the SECOND PART and the PURCHASER of the THIRD PART above named have hereunto set and subscribed their respective hands and seals in this INDENTURE OF SALE on the day, month and year herein above written.

WITNESSES:-

1.
 1. SRI BISWANATH MUKHERJEE
 2. SRI SHIBNATH MUKHERJEE
 3. SMT. KALYANI GHOSAL
 4. SMT. ANJALI CHAKRABORTY
 5. SMT. NEELAM DAS
 6. SMT. CHAYYA DEVI SHAW

2.

(SIGNATURE OF THE VENDORS/ OWNERS OF THE FIRST PART) Being represented by their lawfully constituted attorneys and for self

(SIGNATURE OF THE DEVELOPER/ PROMOTER OF THE SECOND PART)

Drafted by me & Prepared in my Office as per instructions of all the parties abovenamed, who, after being duly read over & explained by me the Contents of the same, candidly admit the same to be true and correct

(KHAN ARIF HASAN)
ADVOCATE
Judges' Court Howrah

(SIGNATURE OF THE PURCHASER OF THE THIRD PART)