### AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this the 9th day of September, 2020 (Two Thousand Twenty) of Christian Era

#### **BETWEEN**

(1) SMT. SANDHA RANI CHAUDHARY ALIAS SANDHA CHAUDHARY, AADHAAR No. - 7080 5196 6230, wife of Late Nalini Kanta Chaudhary NEE Nalini Chaudhary, by faith – Hindu, all by Nationality – Indian, by Occupation – House wife, residing at 93/2, Maharaja Nanda Kumar Road(North), P.O. -Alambazar, P.S.- Baranagar, Kolkata – 700 035, District - North 24-Parganas, (2)SRI ASHIM GANGULY, PAN No. - BJJPG1173K, (3)SRI ASIS GANGULY NEE ASHISH GANGULY NEE ASHIS GANGULY, PAN No. -CAZPG3645J, (4)SRI DEBASISH GANGULY NEE DEBASIS GANGULY, PAN No. - BEAPG9057C, all are son of Late Bhupal Chandra Ganguly, all by faith – Hindu, all by Nationality – Indian, all by Occupation – Business, residing at 93, Maharaja Nanda Kumar Road(North), P.O. - Alambazar, P.S.- Baranagar, Kolkata – 700 035, District - North 24-Parganas, (5)SMT BABY BHATTACHARYA NEE BEBY BHATTACHARJEE, **PAN** No. CVWPB2436G, wife of Sri Kaushik Bhattacharya, daughter of Late Bhupal Chandra Ganguly, by faith – Hindu, by Nationality – Indian, by Occupation – House wife, residing at 4, Deshbandhu Nagar, Panihati, P.O. - Sodepore, P.S.-Khardah, Kolkata – 700 110, District - North 24-Parganas, hereinafter referred and called the **VENDORS/ LAND OWNERS** (Which term or expression shall unless repugnant to the context be deemed to mean and include their heirs, successors, administrators, legal representatives, executors, nominees and assigns ) OF THE FIRST PART.

### <u>**A N D**</u>

M/S TARA DEEP CONSTRUCTION, a Proprietorship Firm, Pan No.: DHQPK9462L, having its office at 35/1, D.N. Chatterjee Road, P.O. - Alambazar, P.S. - Baranagar, Kolkata - 700035, Dist: North 24 Parganas represented by its sole proprietor BABITA KUMARI, Pan No.: DHQPK9462L, wife of Raj Kumar, By Faith: Hindu, By Occupation: Business, By Nationality - Indian, Residing at 35/1, D.N. Chatterjee Road, P.O. - Alambazar, P.S. - Baranagar, Kolkata - 700035, Dist: North 24 Parganas, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to include its' legal representatives, and administrators and successors-in-office) Party of the "SECOND PART".-

### AND

(1) MD. TARIQUE NASIR (Pan No. AHKPN0621M) son of Dr. Nasiruddin Ansari, by faith – Muslim, by occupation –Service, residing at 26/2, Desh Bandhu Road, P.O. – Alambazar, P.S. – Baranagar, Kolkata - 700035, District - North 24 Parganas, (2) YASMIN KHATOON(Pan No. CXWPK8636P) wife of Md. Tarique Nasir, by faith – Muslim, by occupation –Housewife, residing at 26/2, Desh Bandhu Road, P.O. – Alambazar, P.S. – Baranagar, Kolkata - 700035, District - North 24 Parganas, hereinafter referred to as the "PURCHASER" (which such expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors, executors, administrators, legal representatives and / or assigns) of the "OTHER PART".

<u>WHEREAS</u> by the strength of registered sale deed written in bengoli dated 11/05/1964, duly executed by One Mr. Bhupan Chandra Gangopadhyay nee Ganguly, son of Bijay Krishna Gangopadhyay nee Ganguly, of 73, Maharaja

Nanda Kumar Road(North), P.O. - Alambazar, P.S.- Baranagar, Kolkata – 700 035, District - North 24-Parganas,, Dist: North 24 Parganas, vide Deed No.: 3422 for the year 1964, recorded in Book No.: 1, Vol. No.: 56, pages 120 to 126 duly registered at Sub- Registry Office Cossipore Dum Dum, by alloction of Land measuring about 1 cottahs 6 chitaks 24 sq.ft. along with 100 sq.ft. R.T. Shed, situated at premises No. 93/2, Maharaja Nandan Kumar Road (North) P. S. Baranagar, P. O. Alambazar, Kolkata-700035, District - North 24 Parganas in Mouza- Baranagar, in J.L. No. 5, Re. Sa. No. 6, Touzi No.: 1068/2833, comprising in C.S. / R. S. Dag No.: 2648, 2649, 2671, 2672, 3911 in C.S. / R. S. Khatian No.: 1921.1922, 1932,5724,5725, 5739, 5742, Smt. Sandha Rani Chaudhary ALIAS Sandha Chaudhary became the absolute lawful owner of the aforesaid property and possessed the same morefully and sufficiently by meets and bounds by mutated her name in the assessment role of Baranagar Municipality and as well as in the records of B.L. & L.R.O and she has been paying all these taxes regularly.

WHEREAS by the strength of Partition Award Registry, duly executed by One Mr. Pannalal Chatterjee, Son of Late Jay Kissan Chatterjee, of 41, Desh Bandhu Road (West) P.S. Baranagar, Kolkata-700035, Dist: North 24 Parganas, vide Deed No.: 7171/1957, recorded in Book No.: 1, Vol. No.: 113, pages 91 to 102 duly registered at Sub- Registry Office Cossipore Dum Dum, by alloction of Land measuring about 13 cottahs 4 chitaks 16 sq.ft. and a doba, measuring about 4 cotthas 5 chitks 18 sq.ft. situated at premises No. 93, Maharaja Nandan Kumar Road (North) P. S. Baranagar, P. O. Alambazar, Kolkata-700035 to one Bhupal Chandra Ganguly and by the stregenth of aforesaid Partition Award Registry, said Bhupal Chandra Ganguly became the absolute lawful owner of the aforesaid property and possessed the same morefully and sufficiently by mets and bounds by mutated his name in the assessment role of Baranagar Municipality and paid taxes regularly.

AND WHEREAS during possession of aforesaid property, said Bhupal Chandra Ganguly sold, conveyed and transferred some portion out 01 aforesaid property dividing them into small plots to the intending buyers and possessed the rest of the land measuring about 1 cotthas 14 chitaks situated at premises No. 93, Maharaja Nanda Kumar Road (North), P. S. Baranagar, P.O. Alambazar, Kolkata-700035, Dist: North 24 Parganas, in Mouza- Baranagar, in J.L. No. 5, Re. Sa. No. 6, Touzi No.: 1068/2833, comprising in R. S. Dag No.: 2671, 2672, 2648 and 2649 in R. S. Khatian No.: 1921.

<u>AND WHEREAS</u> subsequently, said Bhupal Chandra Ganguly died intestate on 05.03.2013 leaving behind his wife, Smt. Bela Ganguly, Three sons, namely, Sri Ashim Ganguly, Sri Ashis Ganguly and Sri Debasish Ganguly and one married daughter, namely, Smt. Baby Bhattacharya as his legal heirs and successors in respect of schedule "A" proeprty and after the death of Bhupal Chandra Ganguly, his aforesaid heirs become the absolute joint Owners of schedule "A" mentioned property and they possessing the same more fully and sufficiently having equal share of each.

<u>AND WHEREAS</u> said Bela Ganguly died intestate on 13.08.2015 leaving behind her aforesaid three sons and one married daughter as her legal heirs and successors in respect of her undivided 1/5th share of the above mentioned property.

AND WHEREAS after the death of said Bhupal Chandra Ganguly and Bela Ganguly, the present Vendors namely (1)SRI ASHIM GANGULY, (2)SRI ASIS GANGULY NEE ASHISH GANGULY NEE ASHIS GANGULY, (3)SRI DEBASISH GANGULY NEE DEBASIS GANGULY, (4)SMT BABY BHATTACHARYA NEE BEBY BHATTACHARJEE, become the joint owners of the said property and possessing the same morefully and sufficiently by mutating their names in the assessment role of Baranagar Municipality and paid the taxes regularly.

<u>WHEREAS</u> above two plot of Land i.e. premises No. 93/2 & 93 Maharaja Nandan Kumar Road (North), P.O. - Alambazar, P.S. - Baranagar, Kolkata - 7000 35, Dist. - North 24 Parganas of which the above names are the present owners & occupiers of the two premises and / or two plots of land are site by site AND above two parties agreed their premises and / or premises be amalgamated into one premises.

AND WHEREAS the present vendors namely (1) SMT. SANDHA RANI CHAUDHARY ALIAS SANDHA CHAUDHARY, and (2) SRI ASHIM GANGULY, (3) SRI ASIS GANGULY NEE ASHISH GANGULY NEE ASHIS GANGULY, (4) SRI DEBASISH GANGULY NEE DEBASIS GANGULY, (5) SMT BABY BHATTACHARYA NEE BEBY BHATTACHARJEE, amalgamated their land and now the premises become 93 Maharaja Nandan Kumar Road (North), P.O. - Alambazar, P.S. - Baranagar, Kolkata - 7000 35, Dist. - North 24 Parganas.

<u>WHEREAS</u> the parties of the First Part i.e. the present vendor namely (1) **SMT. SANDHA RANI CHAUDHARY ALIAS SANDHA CHAUDHARY**, intend to construct multi-storied building and / or buildings at the said premises and approached the Developer for that purpose.

AND HEREAS being the present vendors/the owners of the said property namely the present vendor namely (1) SMT. SANDHA RANI CHAUDHARY ALIAS SANDHA CHAUDHARY, with the intention of Commercial Exploitation of the said property entered into a registered Agreement for Development dated 5th day of September, 2018, with the above named Developer which was registered in the office of A.D.S.R, Cossipore Dum Dum, and copied in Book No. – I, Volume No. – 1506 - 2018, Pages 362973 to 363005, Being Deed No. 8053 for the year 2018 to give right to the said Developer to give right to the said Developer to construct a building as per plan sanctioned by Baranagar Municipality, consisting of several self contained flat / garage / shops and (1) SMT. SANDHA RANI CHAUDHARY ALIAS SANDHA CHAUDHARY also executed a registered Power of Attorney in favor of the above named Developer on 6th day of September 2018, which was registered in the office of A.D.S.R, Cossipore Dum Dum, and copied in Book No. – I, Volume No. – 1506 - 2018, Pages 363413 to 363438, Being Deed No. 8105 for the year 2018 to give right to

said Developer to do and execute all the acts, deeds and formalities in regard to the said Development works of the said property and right to enter into a agreement with the intending Purchaser or Purchasers and to receive any earnest money or part payment by granting proper receipt thereof and also right to receive the balance consideration amount from the intending Purchaser or Purchasers & as well as right to sell it.

WHEREAS the parties of the First Part i.e. the present vendor namely (1)SRI ASHIM GANGULY, (2) SRI ASIS GANGULY NEE ASHISH GANGULY NEE ASHISH GANGULY NEE ASHIS GANGULY, (3)SRI DEBASISH GANGULY NEE DEBASIS GANGULY, (4) SMT BABY BHATTACHARYA NEE BEBY BHATTACHARJEE intend to construct multi-storied building and / or buildings at the said premises and approached the Developer for that purpose.

**AND HEREAS** being the present vendors/the owners of the said property namely the present vendor namely (1)SRI ASHIM GANGULY, (2)SRI ASIS GANGULY NEE ASHISH GANGULY NEE ASHIS GANGULY, (3)SRI DEBASISH GANGULY NEE DEBASIS GANGULY, (4)SMT BABY BHATTACHARYA NEE BEBY BHATTACHARJEE, with the intention of Commercial Exploitation of the said property entered into a registered Agreement for Development dated 26th day of July, 2018, with the above named Developer which was registered in the office of A.D.S.R, Cossipore Dum Dum, and copied in Book No. – I, Volume No. – 1506 - 2018, Pages 292684 to 292720, Being Deed No. 6653 for the year 2018 to give right to the said Developer to construct a building as per plan sanctioned by Baranagar Municipality, consisting of several self contained flat / garage / shops and (1)SRI ASHIM GANGULY, (2)SRI ASIS GANGULY NEE ASHISH GANGULY NEE ASHIS GANGULY, (3)SRI DEBASISH GANGULY NEE DEBASIS GANGULY, (4)SMT BABY BHATTACHARYA NEE BEBY BHATTACHARJEE also executed a registered Power of Attorney in favor of the above named Developer on 26th day of July 2018, which was registered in the office of A.D.S.R, Cossipore Dum Dum, and copied in Book No. – I, Volume No. – 1506 - 2018, Pages 292831 to 292859, Being Deed No. 6657 for the year 2018 to give right to the said Developer to do and execute all the acts, deeds and formalities in regard to the said Development works of the said property and right to enter into a agreement with the intending Purchaser or Purchasers and to receive any earnest money or part payment by granting proper receipt thereof and also right to receive the balance consideration amount from the intending Purchaser or Purchasers & as well as right to sell it.

AND WHEREAS in pursuance of the above said two registered Development Agreement and two registered power of attorney, the Developer authorized by the Owner, constructed the residential building consisting of several flats/ shops / garages etc. on the said land as per sanction plan issued by Baranagar Municipality vide issue No. P.W/B.S./409/06 dt. 28/01/2019 to negotiate for sale and to enter into agreement for sale and to receive advance and balance sum of the consideration from the intending Purchaser or Purchasers of the flats / shops / garages etc., as to be constructed on the said property and to execute a registered Deed of Conveyance / Conveyances in favour of the nominee or nominees of the

Developer of Conveying the proportionate share of the said land called and upon to do so by the Developer.

AND WHEREAS as per the sanctioned plan the Developer/s has constructed a Multistoried Building and declared to sell the units, on the basis of which being satisfied about the right, title, interest and lawful possession of the Flat and the constructional work of the Developer, the Purchaser herein namely (1) MD. TARIQUE NASIR & (2) YASMIN KHATOON by faith – Muslim, by occupation -Housewife, residing at 26/2, Desh Bandhu Road, P.O. - Alambazar, P.S. – Baranagar, Kolkata - 700035, District - North 24 Parganas, knowing the intention of sale of the said flat of the said building and having duly inspected all the said deeds, documents/ sanctioned plan and title thereto has satisfied with thereto and other details whatsoever concerning the said building and flats / commercial shop thereto approached to the said Land Owner for one self contained residential Flat on Second floor, Northern Side measuring about 1000 (One Thousand) sq. ft. more or less with Super built up area (along with 20% super built up area and stair case) together with common facilities, easement, general common area together with undivided proportionate share of land at Mouza – Baranagar, under R. S. Khatian No. – 1921, Dag Nos. – 2671, 2672(P), 2648(P), 2649(P), J. L. No. – 5, R S No. 6, morefully described in the Schedule – written hereunder, within the jurisdiction of BARANAGAR MUNICIPALITY, on which the said multistoried building have been erected described in the scheduled "B" below and shown by colour 'Red' border in the annexed map at a total consideration of Rs. 7,00,000/- (Rupees Seven Lac) only which shall be increased on pro-rata basis subject to increase of covered area and should be payable in terms Schedule - 'C' on the terms and conditions written hereunder:-

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## NOW THIS AGREEMENT WITNESSETH and it is mutually agreed upon by and between the parties:-

- 1. The Owner and Developer agreed to sale and the Purchaser agrees to purchase ALL THAT one self contained **residential Flat** on **Second floor**, **Northern Side** measuring **about 1000 (One Thousand) sq. ft..** a little more or less (along with 20% super built up area and stair case) at a total consideration of Rs., 19,00,000/- (Rupees Nineteen Lac) and the Developer herein having considering the said proposed of the Purchaser agreed to sale of the said flat (more fully described in the Schedule 'B') at a total consideration of Rs. Rs., 19,00,000/- (Rupees Nineteen Lac) which may be increased on pro-rata basis subject to increase of covered area and should be payable in terms Schedule 'C'.
- 2. That the Developer agreed to sale and the Owner/Vendor agreed to sale the above mentioned flat to the Purchaser on the specification, stipulated that the Purchaser shall always abide by all terms, conditions and rules as shall be framed/formulated by the Developer for the purpose of Administration, Security, maintenance of the said residential Complex upon the Premises 93, M.N.K. Road, P.O. Alambazar, P.S. \_ baranagar, Kolkata 700035.

- 3. The Purchaser hereby agrees to pay to the Developer all amounts payable under this agreements as and when the same would become payable according to the schedule of payment as referred to Scheduled "C" hereunder. Further subject to the provisions contained herein the shall not be bound to give any notice to the Purchaser demanding such payments and in case of default of payments the Purchaser shall not be entitled to plead non-service of demand notice as an excuse for nonpayment.
- 4. That after purchase so long as the said flat shall not be separately assessed for Municipal tax, rates, urban Land taxes and other taxes the Purchaser shall has to pay to the Developer a proportionate share of the taxes in respect of the said flat or the undivided share of the land of the said building.
- 5. That the purchaser shall maintain at his own cost the said flat to be acquired or purchased by him/her/them in good condition and shall abide by all bye-laws, rules and regulations of the West Bengal Govt. Municipality Authority and local bodies including the rules and guidelines which be made time to time by the Developer for proper maintenance, administration, security and other purposes as shall deemed proper by the Developer.
- 6. That from time to time the Purchaser shall sign, execute and register all declaration, documents, and Deeds and do all acts Deeds, matter and things as may from time to time be necessary by the Developer in relation to the said flat comply with the observe all the formalities from time to time as shall be necessary under any law for the time being enforced.
- 7. That after receiving by the Developer all the consideration money payable to it under this agreement by the Purchaser and the Purchaser has duly performed and observed that all to be performed by him under this agreement, the Vendor and the Developer shall execute and register a Sale Deed through their Advocate Anup Kumar Kar, High Court Calcutta, in respect of the said flat more fully described in Scheduled "B" in favor of the Purchaser together with undivided proportionate share of the land mentioned in the Scheduled "A" hereunder written.
- 8. The Purchaser hereby covenant to keep the said flat, partition wall, sewers, drains, pipes and other appurtenances of the said building in good working condition and in particular so as to support and protect the other parts of the said building and also the right and interest of the other flats and the Purchaser for their covenants that they shall abide by all the rules and guidelines as shall be made time to time by the Developer for the purpose of administration, maintenance security and others shall be deemed proper by the Developer of the said building and the Purchasers not in any way therefore in such matter and maintenance at the cost and expenses of the Purchaser shall be always and forever with the Developer / Owner.
- 9. That the Purchaser after having paid to the Developer full consideration payable under this agreement and after having duly observed and performed all the obligations to the observed and performed by them shall

- be liberty to sale, convey, mortgage, charge or in any way encumber to dispose of the said flat.
- 10. That the electricity meter and water meter and all other meter shall be installed under the stair case or in the common space but the owner of the meter shall have no exclusive authority either over the common space or in respect of the said meter.
- 11. That the Purchaser shall not through or accumulate any dirt, rubbish or other refuse or permit the same to be thrown accumulated or allow the same to be accumulated in any common portion of the said premises.
- 12. That the Developer shall have right to raise further stories or put up additional structure on the terrace of the building for the purpose the Developer, its employee, agents, workers, supervisors shall have all time free ingress or egress from the said building and bring building materials and in this regard to the Purchaser shall rendered his best co-operation Assistant. Such additional structure and stories shall in any event be the sole property of the Developer, who will be entitled to deal with and dispose of the same in any way according to its choice and the Purchaser shall not be entitled to raise any objection whatsoever. The terrace the said building shall always be the property of the Developer.
- 13. That all the owners of the flat owners shall make an "Association" & to fix the rate of maintenance charges and other charges as shall be deemed fit and proper for the purpose of maintaining the said building complex in the decent and prestigious manner including the security of the said building complex and all the Purchaser and occupier of the said building shall pay maintenance charges and others, of the said building.
- 14. That if upon searches, title to the land is found not marketable, the Purchaser shall be at liberty to rescind this agreement and the Developer shall be in that event on demand by the Purchaser refund the advance money so paid by the Purchaser to the Developer as per clause 16 or the purchaser may sue the developer under the specific performance contact or may seek help of any competent authority for his relief.
- 15. That on the title being found good and marketable on the said property and the Purchaser fails or neglects to pay the consideration amount as per Schedule 'C' within the time mentioned herein than the Developer shall have right to rescind this agreement and act as clause 16 mentioned in this agreement.
- 16. That the possession of the said flat shall be given to the Purchasers after receiving the full & final consideration money. Provided that the Purchaser pay the balance consideration money in due time according to the Schedule 'C' mentioned herein. If the flat shall not be given to the Purchasers within 2 years, after payment has been made according to Scheduled "C" & registration done in due time, The Promoter shall pay back to the Purchaser 20% of the paid up amount, he received along with amount he received. If The Purchaser fail to pay the amount considered according to

Scheduled "C" within the stipulated time, the Developer shall have the liberty at the option of the Developer to cancel or rescind this agreement and returned all the part payment he received after deducting 20% of the total considered amount & he can enter into an agreement for sell with the any Other Purchaser whoever he likes. It is to be clearly agreed by both the parties that the purchaser have to complete the registration of the said flat as soon as the flat will be completed.

- 17. That the Developer / Land Owner hereby declare that the said property is free from all encumbrances, liens and attachments and there is no agreement for sale the subsisting or otherwise in respect of the said flat which is more fully described in the Schedule 'B' hereunder written.
- 18. That notwithstanding the execution and registration of the Deed or Conveyance in favour of the Purchaser by the land owner and developer, that this agreement shall remain binding upon both the parties including his legal heirs, successors and representatives.
- 19. That it is specifically agreed by and between the parties that all common expenses including cost of power connection from CESC Ltd. shall be paid by the Purchaser separately.
- 20. That after completion of all sale of the flat, the promoter shall apply for C.C. (Clearance Certificate) with his own cost and hand over a copy to the purchaser free of cost.
- 21. Any extra work required to be done by the Purchaser, extra cost to be paid by the Purchaser.

## THE SCHEDULE "A" ABOVE REFERRED TO: (DESCRIPTION OF THE TOTAL PROPERTY)

ALL THAT piece and parcel of a plot of land measuring at premises 93, M.N.K. Road, P.O. - Alambazar, P.S. \_ baranagar, Kolkata - 700035, under Mouza — Baranagar, C.S. / R. S. Khatian No. — 1921, 1922,1932, 5724, 5725, 5739, 5742, under C.S. / R.S. Dag Nos. — 2671, 2672(P), 2648(P), 2649(P), 3911, J. L. No. — 5, R S No. 6, Touzi No. 1068/2833, Holding No. 151, Ward No. 6 within the present jurisdiction of Baranagar Municipality, under Additional District Sub-Registrar Cossipore Dum Dum, in the District.-North 24 Parganas, which is butted and bounded by :-

BY THE NORTH : 93/3, M.N.K. Road

BY THE SOUTH : 2'6" Common Passage

THE EAST : 93/5 & 93/1/1, M.N.K. Road

BY THE WEST : Municipal Road

# THE SCHEDULE "B" ABOVE REFERRED TO (SPECIFICATION OF THE FLAT HERE BY SOLD):

ALL THAT one self contained **residential Flat** measuring **about 1,000** (**One Thousand**) **sq. ft.** more or less with Super Built up area having 20 % Super Built Up area more or less along with stair case Flat No. Flat - A, on **Second Floor** on **Northern Side**, Floor - marble, having no Lift Facility **consisting of three Bed Room, two Bath Room, one kitchen, one balcony** together with common facilities, easement, general common area together with undivided proportionate share of land standing on "A" Schedule Property together with right of common user and of common areas and common spaces together with undivided impartibly proportionate share of the land subject to the obligations of the purchaser for payment of maintenance charges of the said flat and the common space and place within the jurisdiction of **Baranagar Municipality**, under under Additional District Sub-Registrar Cossipore Dum Dum, which is delineated in the Map or Plan Annexed hereto marked with colour '**RED'** border. The said Plan annexed herewith is the part and parcel of this deed.

### **SCHEDULE "C" ABOVE REFERRED TO:**

A) 15/8/2019	:Rs. 45,000/- (Rupees Forty Five Thousand) only	<b>√</b> .
B) 02/10/2019	:Rs. 45,000/- (Rupees Forty Five Thousand) only	<b>/</b> .
C) 23/12/2019	:Rs. 45,000/- (Rupees Forty Five Thousand) only	<b>/</b> .
D) 18/02/2020	:Rs. 45,000/- (Rupees Forty Five Thousand) only	<b>/</b> .
E) 05/06/2020	:Rs. 20,000/- (Rupees Twenty Thousand) only.	
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F) Rest amount as per demand of promoter or completion of said Flat.

### **SCHEDULE "D" ABOVE REFERRED TO:**

A. Foundation : Stone column / isolated footing with beams connecting the column (specifically designed to the suit the soil condition).

B. Structure: R. C. C. framed structure.

C. Roof: R. C. C. slab with proper water proofing treatment.

D. Walls : Outer wall - 8"/5" thick, walls between two flats 5'/3' thick

inner walls 5"/3" with 1st Class bunt bricks in suitable cement

sand Mortar Plaster.

E. Wall Finish : Plaster and Plaster of Paris finished walls.

F. Floor : Marble Finish 6" skirting

G. Doors : Framed made of Shall wood & Shutter flash Door with lock

& key.

H. Window: Aluminum made window fitted with glass covered with M. S.

Grill..

I. Kitchen: floor - marble, walls - glazed tiles black stone & kitchen slab

with one steel sink provided & glaze tiles up to three feet.

J. Toilets : Floor Marble, toilet will be provided with white wash besin,

shower, white Commode & walls will be finished by glaze

tiled upto 5 feet..

K. Electrical: Concealed wiring and sufficient points in all rooms Kitchen

Toilets, Balcony using standard quality Conductors, Plug

Points in all room and others Toilets etc.

M. Water : By Sub-marshal pump, 24 hour water supply from overhead

tank.

N. Dinning Hall: One hand washed basin.

### :SCHEDULE "E" ABOVE REFERRED TO:

1. Foundation beams, vertical and lateral supports main walls, common walls, boundary walls, main gate entrance landing of stair case, stair case, roof of the said building.

- 2. Main gate of the said premises and common passage.
- 3. Installation of common services viz. electricity, water pipes, sewerages, rain water pipes, septic tank.
- 4. Tap water with pump.
- 5. 24 hours supply of water from overhead tank to the respective flats.
- 6. Lighting in the common spaces, passages, landing fixtures and fittings.
- 7. Common electric meter installations.
- 8. All open to sky space surrounding of the said building.
- 9. All other parts of the said building necessary for its existence maintenance and safety for normally in common use of the owners in the respective flats.

**IN WITNESSES WHEREOF** the parties hereto have set and subscribed each of their respective signature and seals on this the day, month and year first above written.

SIGNES SEALED AND DELIVERED In the presence of:		
1.	As constituted Attorney for and obehalf of:-	on
2.		
	Signature of the Vendor/Owner	
	Signature of the Developer/	
	Confirming Party	

Signature of the Purchaser

### **MEMO OF CONSIDERATION**

Received within mentioned sum of Rs. 2,00,000/- (Rupees Two Lac) only being the as part consideration mentioned above from within mentioned Purchaser in the following manner:-

Date	•	If in Cash or Fund Transfer	Amount
15/08/2019		By Cash	Rs. 45,000/- (Rupees Forty Five Thousand)
02/10/2019		By Cash	Rs. 45,000/- (Rupees Forty Five Thousand)
23/12/2019		By Cash	Rs. 45,000/- (Rupees Forty Five Thousand)
18/02/2020		By Cash	Rs. 45,000/- (Rupees Forty Five Thousand)
05/06/20120		By Cash	Rs. 20,000/- (Rupees Twenty Thousand)
		Total	Rs. 2,00,000/- (Rupees Two Lac)

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1.

2.

Signature of the Owner/Developer

Drafted & prepared by:
Anup Kumar Kar
Advocate
High Court, Calcutta