

**Agreement For Sale**

*THIS **AGREEMENT FOR SALE** is made on this      day of ..... in the year 2020  
(Two Thousand and Twenty ) Christian Era*

**Conti.....**

**BETWEEN**

- 1. MANJUSREE BHATTACHARJEE (PAN BOYPB0750F)** daughter of Late Harisadhan Banerjee and wife of Kedar Nath Bhattacharjee, by faith- Hindu, by occupation- Housewife, residing at 34, Pratapaditya Place, Kolkata- 26,
- 2. JAYASREE CHATTERJEE (PAN AHKPC6742Q)** daughter of Late Harisadhan Banerjee and wife of Kabindra Chatterjee, by faith- Hindu, by occupation- Housewife, residing at D/2, Gov. Housing Estate, P. O.- Entally, Kolkata- 14,
- 3. DEBASHIS BANERJEE (PAN ARCPB2663H)** son of Late Harisadhan Banerjee, by faith- Hindu, by occupation- Service, residing at Rahara Co- Operative Colony, P. O.- Rahara, P.S.- Khardah, Kolkata- 118 hereinafter called the **VENDORS/LAND OWNERS** *(which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, legal representatives, administrators and assigns)* of the **FIRST PART**

**AND**

**“CONCEPT ENTERPRISE (PAN AANFC8853E)”** a partnership firm, having its office at Jaffarpur Panchanantala Pathagar, P.O.- Nona Chandanpukur, P.S.- Titagarh, Kolkata- 700122 represented by its partner namely:-

- (1) SRI INDRAJIT BHATTACHARYYA (PAN AJPPB2819Q)** son of Late Debendranath Bhattacharyya, by faith - Hindu, by occupation - Business, residing at 13/2B, Old Calcutta Road, Bank Park, Barrackpore, P.O.-Talpukur, P.S.-Titagarh, Kolkata-700123, District- North 24 Parganas
- (2) SMT. SUTAPA SARKAR (PAN AJJPS2985E)** wife of Naresh Sarkar, by faith- Hindu, by Occupation- Business residing at Nandan

Kanan south Rahara, Khardah Police Station- Khardah, P.O.-  
Talpukur, Kolkata- 700119, District- 24paragonas (North)

**(3) SRI RANJIT KUMAR MAJUMDER (PAN AEIPM5409B)** son of Late  
Nepal Chandra Majumder, by faith – Hindu, by occupation – Business,  
residing at 31, Muralidhar Pally, Sodepur, P.S. – Sodepur, Kolkata –  
700110, District North 24 Parganas;

**(4) SRI AJOY KUMAR SINGH (PAN AJFPS5766H)** son of Ram Balak Singh,  
by faith – Hindu, by occupation- Business, residing at Arabinda Arena,  
Block- C, flat no. 1, floor- 2, Rahara bazaar, Kolkata- 700118, District-  
North 24 Parganas, hereinafter called the **DEVELOPERS** (*which expression  
shall unless excluded by or repugnant to the subject or context be deemed to mean  
and include their heirs, executors, administrators, legal representatives and/or  
assigns*) of the **SECOND PART**.

**AND**

**SRI/SMT.** ..... **(PAN** .....)  
*son/daughter/wife of ....., by faith- ....., residing at  
....., hereinafter referred to as the*  
**PURCHASER/PURCHASERS** (*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 **THIRD PART**

**WHEREAS** one Sri Atindra Nath Bandopadhaya son of Late Kali Pada Banerjee  
seized, possessed and acquired a piece of land 4(four) cottahs 2(two) chittacks  
more or less which is lying and situated at Mouza- Rahara, J. L. No.- 3, Re. Su.  
No.- 61, Touzi no.- 184 to 190, comprised in C. S. Dag No.- 98 under C. S.  
Khatian No. 64 which was purchase from Khardah Co- Operative Colony (A Co-  
Operative Society, Registered under West Bengal Co-Operative Society Act  
(Bengal Act XXI) of 1940 by way of a registered Deed of Sale dated 29.09.1954  
and which was recorded in Book No. 1, Volume No. 20, pages 197 to 210,  
Being no. 4329 for the year 1954 and was registered in the office of the Sub  
Registrar at Barrackpore. Subsequently during peaceful enjoyment of the said  
property said Sri Atindra Nath Banerjee died intestate on 02.11.1973 leaving

behind two sons namely Sri Hari Sadhan Banerjee and Sri Mihir Kumar Banerjee as his legal heirs and successors according to Hindu Succession Act, 1956 and also mentioned that Smt. Harabalika Banerjee wife of Sri Atindra Nath Banerjee died intestate on 05.04.1967 which was prior to deceased Sri Atindra Nath Banerjee.

AND WHEREAS due to some unavoidable circumstances both the co-owners namely Sri Hari Sadhan Banerjee and Sri Mihir Kumar Banerjee mutually decided to partition their above said property by way of registered Deed of Partition which was registered in the Book no.- I, vol. No.-290, pages 203 to 218, Being no. 11442 for the year 1994 and was registered in the office Additional Registrar of Assurances, Kolkata.

AND WHEREAS above said one Sri Hari Sadhan Banerjee during his peaceful possession and enjoyment of the property measuring about 2(Two) cottah 2.15 sq. ft. more or less, together with a building standing thereon, lying and situated at Mouza- Kerulia, J. L. No.- 05, Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in C. S. & R. S. Dag No.- 98, L. R. Dag No.- 560 under R. S. Khatian No. 64, L. R. Khatian no.- 948, holding no.-39/34, Co-Operative Colony, ward no.- 9 within the jurisdiction of Khardah Municipality, Police Station- Khardah, D. S.R. at Barasat and A. D. S. R. at Sodepur died Intestate on 15.07.06 leaving behind his one son namely Sri Debashis Banerjee and two married daughters namely Smt. Manjusree Bhattcharyay, Smt. Jayasree Chatterjee and his widow wife namely Smt. Puspa Banerjee who also died on 01.06.09 leaving behind his one son and two daughters as his legal heirs and successors according to Hindu Succession Act, 1956.

AND WHEREAS above said one of the owner of the partitioned property namely Mihir Kumar Banerjee during his peaceful possession of the said land measuring about 2(Two) cottah 2.15 sq. ft. more or less, together with a building standing thereon, lying and situated at Mouza- Kerulia, J. L. No.- 05, Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in C. S. & R. S. Dag No.- 98, L. R. Dag No.- 549 under R. S. Khatian No. 64, L. R. Khatian no.- 531, holding no.-40/34/A, Co-Operative Colony, ward no.- 9 within the jurisdiction of Khardah Municipality, Police Station- Khardah, D. S.R. at Barasat and A. D. S. R. at Sodepur. Mutated his name to the concerned authority and paid all relevant taxes to the concerned authority who at the time of his possessions

and enjoyment of the abovesaid property died intestate leaving behind his widow wife namely Milan Banerjee who also died intestate on 21.12.12 without leaving any legal heirs and successors of the abovesaid property.

AND WHEREAS now after the demise of Sri Hari Sadhan Banerjee and Mihir Kumar Banerjee and his wife namely Milan Banerjee, the legitimate son and daughters of deceased namely Sri Hari Sadhan Banerjee said Sri Debashis Banerjee, Smt. Manjusree Bhattcharyay, Smt. Jayasree Chatterjee inherited the two partitioned property one is 2(Two) cottah 2.15 sq. ft. more or less, together with a building standing thereon, lying and situated at Mouza- Kerulia, J. L. No.- 05, Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in C. S. & R. S. Dag No.- 98, L. R. Dag No.- 560 under R. S. Khatian No. 64, L. R. Khatian no.- 948, holding no.-39/34, Co-Operative Colony, ward no.- 9 within the jurisdiction of Khardah Municipality, Police Station- Khardah and other is 2(Two) cottah 2.15 sq. ft. more or less, together with a building standing thereon, lying and situated at Mouza- Kerulia, J. L. No.- 05, Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in C. S. & R. S. Dag No.- 98, L. R. Dag No.- 549 under R. S. Khatian No. 64, L. R. Khatian no.- 531, holding no.-40/34/A, Co-Operative Colony, ward no.- 9 within the jurisdiction of Khardah Municipality, Police Station- Khardah.

AND WHEREAS the abovesaid joint owners namely Sri Debashis Banerjee, Smt. Manjushree Bhattcharyay, Smt. Jayashree Chatterjee became the absolute owners mutated their name respectively in the office of B. L. & L. R.O. and concerned municipality and paid all relevant taxes to the said concerned authority. The said owners namely Sri Debashis Banerjee, Smt. Manjusree Bhattcharyay, Smt. Jayasree Chatterjee amalgamated the abovesaid two property on 30.07.2018 in the office of Khardah Municipality and the holding was renumbered as 39/34, Co-Operative Colony under ward no. 09 of Khardah Municipality which is more fully described as Schedule "A" mentioned Property and they paid all relevant taxes to the concerned authority in respect of the Schedule "A" mentioned Property.

AND WHEREAS the said Land owners are now desirous of developing the said land by constructing there upon one multi storied building in accordance with the building plan to be sanctioned by the Khardah Municipality. But due to financial stringency and/or paucity of fund and shortage of time and man

power, the Land owners is unable to start the construction of the said building and had been in search of a promoter and/or Developer, who can undertake the responsibility of construction of such building on the said premises by affording his/her own arrangement and expenses.

AND WHEREAS knowing the intention of the Land owners herein, Smt. Sutapa Sarkar, Sri Indrajit Bhattacharyya, Sri Ranjit kumar Majumder, Sri Ajoy kumar Singh partners of "**CONCEPT ENTERPRISE**" herein after called and referred to as the Promoter/Developer contacted the Land owners and requested the Land owners to allow them to develop the said premises as desired by the Land owners by constructing the proposed multi storied building in accordance with the building to be sanctioned at its own arrangements, costs and expenses.

AND WHEREAS thereafter the said Land owners herein entered into a registered Development Agreement dated 02.05.2019 with Concept Enterprise, a partnership firm which was registered in the office of A.D.S.R. at Sodepur and recorded was Book no.- I, Vol. No.- 1524-2019, Pages 86366 to 86408 for the year 2019 and the said Land Owners herein executed one registered General Power of Attorney dated 02.05.2019 which was recorded in Book No.- I, Volume No.- 1524-2019, Pages 86337 to 86365, Being No.- 152408451 for the year 2019 and registered in the office of A.D.S.R. at Sodepur in favour of Sri Indrajit Bhattacharyya, Smt. Sutapa Sarkar, Sri Ranjit Kumar Majumder, Sri Ajoy Kumar Singh giving the power to sale of the newly constructed flats and units.

AND WHEREAS the developer have already obtained sanction building plan from Khardah Municipality being sanctioned no. 18/2019-20 dated 08.07.2019 and have commenced construction of the said building more fully described in the second schedule written hereunder.

AND WHEREAS the purchaser has inspected the sanctioned plan and other relevant documents or title and the title of the owner in the land for the purpose of development and has agreed to purchase the flat more fully and particular described in the Schedule "B" hereinafter on the terms and condition as embodied in the present agreement.

AND WHEREAS the vendors and developers has agreed to sell and the purchaser/purchasers has agreed to purchase the flat no. .... on the ..... Floor , measuring a super built up area ..... (.....) sq. ft. be it little more or less with undivided proportionate share or interest of land and common areas and facilities free from all encumbrances, charges, liens, lispendens, attachments, acquisition and requisitions and all other liabilities whatsoever at total consideration of Rs. ..../- (Rupees ..... Only) more fully and particularly described in the Second Schedule hereunder written.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO ON THE FOLLOWING TERMS AND CONDITIONS:-**

- 1. The confirming party/developer or constitute attorney of land owners shall construct the said building in accordance with the plans designs and specifications sanctioned by the concern local authority and also seen and approved by the flat purchaser only such variations and modifications as the confirming parties may consider necessary or as may be required by the concerned local authority or the Government to be made in then provided however the confirming party shall have to obtain prior consent in writing of the flat purchaser in respect of such variations or modifications as may adversely affect the flat of the purchaser or purchasers.*
- 2. The developer agrees to sell and the purchaser or purchasers agrees to purchase one flat no ....., measuring more or less super built area ..... ( .....) **sq.ft.** on the ..... **Floor** , of the newly constructed building, lying and situated at Mouza- Kerulia, J. L. No.-5 Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in R. S. Dag No.- 98, L. R. Dag No.- 560 under R. S. Khatian No. 64, L. R. Khatian no.- 2095, 2096, and 2097, holding no.-39/34, co operative colony, ward no.- 09 within the jurisdiction of Khardah Municipality, Police Station- Khardah in the district of North 24 Parganas being built and constructed one the land of the said premises **TOGETHER WITH** and undivided proportionate and impartibly share of interest in the land underneath together with all rights in common with other co-owners in all common passages path passage, staircase, lift , landing lobbies, entrance, exit facilities, benefits easements appendage, appurtenances, privileges and advantages*

attached thereto or appurtenant therewith, comprised in contained in lying and situated and undivided proportionate share of land described in below first schedule property of the approved site plan of the said building at total consideration of **Rs. ....**/- (**Rupees ..... Only**) fully described in second schedule below.

3. That purchaser has already paid **Rs. ....**/- ( **Rupees .....** ) as an advance booking money and balance/rest purchase money of **Rs. ....**/- ( **Rupees ..... only**)the purchaser will pay to the developer/confirming party within ..... months / Time of Registration of the said flat whichever is earlier.

That the Purchaser or purchasers is free to take House building loan from any Schedule commercial bank or financial institution or anywhere what so ever may be in such event, if the purchaser or purchasers fails to comply with the above mentioned payment schedule, the developer will sent a demand notice to the intending purchaser or purchasers for claim of their money according to the above mentioned payment schedule, If the intending Purchaser or purchasers fails to pay the due amount within 15 (fifteen) days from the date of the received of the demand notice sent to the purchaser or purchasers then this agreement will automatically being treated as cancelled ,thereafter the money which is given by the purchaser or purchasers to the Developer, will be returned to the Purchaser or purchasers after deducting Rs. 50,000/- ( Rupees fifty thousand ) in respect of the penalty charges and no claim will be entertain against the developer by the purchaser or purchasers in any court of law or any forums.

4. The purchaser or purchasers herein shall not liable to claim peaceful vacate possession of the **Schedule "B"** mentioned flat from the vendors and developers until or unless the full consideration money duly being paid to the respective vendors and developers, in respect of that no claim will be entertain against the developer and vendors by the purchaser or purchasers in any court of law or any forums regarding this issue.
5. The developer shall give possession of the said flat to the purchaser on paying full final amount/price as mentioned above as well as the time of execution and registration of the said flat within 15 ( fifteen ) days from the date of notice served by the developer to him.



6. *The time of giving possession which will be delivered on or before 31/12/2021 may be extended mutually for another 6 (six) months. The developer shall not incurred any liability if he is unable to deliver the possession of the said flat by the stipulated time due to war, civil commotion , act of god or if the non-delivery possession is because of any notice, order/ rule or notification of the government, judicial department, Municipality and/or other public body.*
7. *That on taking possession of the said flat, purchaser or purchasers shall be entitled to occupy the said flat and use the same only for residential purpose. The purchaser or purchasers shall at his own cost keep the same in a proper condition and shall observe and comply with all laws, rule and regulations of the government, municipality and any other government body. Upon taking possession of the said flat the purchaser shall have no claim against the developer in respect of any item of working the said flat which may not have been carried out in accordance with the agreement unless the purchaser, at or before taking possession has intimated the same in writing to the developer.*
8. *A good marketable title is made out and the property is found to be free from all encumbrances, attachment, and charges and other claims and demands and not affect by any notice scheme of acquisition or requisition, to the developer will execute a proper conveyance in favor of the purchaser or purchasers or his heirs, nominees or assigns in which the developer shall make such other person or persons if any join, if necessary, as convincing confirming or assuring parties as the case may be to pass and convey on absolute title unto purchase or to redeem and charge or encumbrances.*
9. *If a good marketable title is not made out of the said flat is found to be subject to any encumbrances, attachments or charges or other claims or demands, the purchaser or purchasers shall be at liberty to rescind this agreement and the developer/confirming party shall in that event and on demand by the purchaser or purchasers refund all other moneys paid @ saving Bank interest as per the terms of these present.*
10. *If the vendor/owner and/or the Developer/Confirming party herein fails and/or neglect to complete the sale after the title being made out as aforesaid or otherwise to carry out any one or more of the obligations on their part as hereunder provided , or otherwise required by law, the purchaser or purchasers will be at liberty to enforce specific performance of this agreement by institution of legal proceedings, or at their*

*option may sue the vendors or the developer/confirming party for recovery of earnest money with saving bank interest.*

- 11.** *The said flat or any portion thereof or the said premises is not at present affected by any notice or scheme of the Khardah Municipality or any other local public authority or body corporate, if it be found to be so affected before the completion of the sale, it shall be optional on the part of the purchasers to rescind this agreement and in that event the developer/confirming party shall refund the moneys to the purchasers to rescind this agreement and all other moneys paid by the purchaser.*
- 12.** *The purchaser after taking possession of the said flat shall be liable to pay maintenance charges for common service, conveyances service, common lighting, water system such charges as determined by the flat owner's.*
- 13.** *The common service area means, water tank, boundary walls, drainage, septic tank, deep water tube well, staircase, pavement around the building and roofs of the building roof parapet wall.*
- 14.** *That at the time registration purchaser has to pay share of stamp duty and registration charges/fees and after registration mutation charge of Khardah Municipality of the said flat shall be borne by the purchaser or purchasers.*
- 15.** *The purchaser or purchasers will bear proportionate all the cost of transformer if applicable /main line and the proportionate cost of electric transformer of building and the developer will not take any responsibility individual electric line of purchaser or purchasers.*
- 16.** *The purchaser or purchasers will bear proportionate cost of building Municipal tax, which will be imposed by Khardah Municipality and when they will take delivery of his flat, they will bear proportionate cost of electric consumption charges.*

**THE FLAT PURCHASER HIMSELF WITH INTENTION TO BRING WHOSE EVER HAND THE FLAT MAY COME BOTH HEREBY CONVENANT WITH THE DEVELOPERS AS FOLLOWS:-**

i) To maintain the flat purchaser or purchasers his own cost in good tenantable repair and condition nor change alter per make addition in or to the building in which the flat is situated and the flat itself or any part.

ii) Not to store in the flat any goods which are hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the flat is situated of which is unlawful and the case any damage is caused to the building or the flat, purchaser shall be liable for the consequences of breach or any such default.

iii) To carry out at his own cost all internal repairs to the said flat and maintain the flat in the same condition stage and order in which it was delivered by the developer to the flat purchaser and shall not do or suffer to be done anything in or to the building in which the flat is situated or the flat itself in violation of the provision of any act, rules or bye-laws for the time being in force regulation construction and / or maintenance and or use or the flat or in relation thereto and in event of the flat purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.

(iv) Not to demolish or cause to be demolish the flat or any part thereof not at and time make or cause to be made any addition or alteration of whatever nature in or to the flat or any part thereof not any alteration in the elevation and outside colour scheme of the building in which is situated and shall keep the portion sewers drains pipe in the flat and appurtenances thereto in good tenantable repair condition and maintenance and shall not chisel or in any manner damage to columns beams walls slabs or RCC or other structure member of the flat causing danger to the existing structure of the building whereon the flat is situated without prior written permission of the Developer and/or association or/ to society.

v) Not to throw dirt, rubbish, rages garbage or other refuses or permit the same to be thrown from the said flat in the compound or any portion of the said building.

vi) To bear and pay any increase in local taxes, wear charges insurance premium which may be imposed by the concerned local authority and/or government of user of the flat by the purchasers.

vii) The flat purchaser shall observe and perform all the rules and regulation which the association or society may adopt at its formation and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building rules and Regulations, bye laws for the time being of the concerned local authority and of the government and other public.

The work must be completed and the flat will be handed over within ..... month from the date of agreement in case delay if any for any reasons whatsoever including , due to non-availability of cement, steel or other building materials, electric substation, electrical and/or power connection from competent authority, drainage construction, labour troubles and subject to force Majeure including any act of god or any restriction of Government or Municipal authority or any public authorities or any cause beyond the control of the Developer.

Nothing contained in this agreement is intended to be nor shall be constructed as a grant demise or assignment in law of the said flat or of the said flat and building or any part thereof the flat purchasers should have no claim save and except in respect of the flat thereby agreed to be sold to him.

**THE NAME OF THE BUILDING/APARTMENT IS “OM APARTMENT ”**

**SCHEDULE “A” MENTIONED PROPERTY**

**ALL THAT** piece and parcel of land ad measuring about 4(Four) cottah 2 (two) chittack, more or less, together with a building standing thereon, lying and situated at Mouza-Kerulia, J. L. No.-5 Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in R. S. Dag No.- 98, L. R. Dag No.- 560 under R. S. Khatian No. 64, L. R. Khatian no.- 2095, 2096, and 2097, holding no.-39/34, co operative colony, ward no.- 09 within the jurisdiction of Khardah Municipality, Police Station- Khardah in the district of North 24 Parganas which has been butted and bounded as follows:-

**ON THE NORTH** : House of Parimal Saha.  
**ON THE SOUTH** : 12 ft. wide road.  
**ON THE EAST** : House of Kesav Chakraborty.  
**ON THE WEST** : 12ft Co-operative colony.

**SCHEDULE “B” MENTIONED PROPERTY**

*All That piece and parcel of a self-contained being flat no. .... at ..... FLOOR ad measuring a super built up area ..... (.....)sq. ft.be little more or less and consisting of 2(Two)bed rooms, 1(One) living cum dining space, 1(One) kitchen, 1(one) common and 1(one) attach toilet, 1(One) balconies, with undivided proportionate share of land and specify areas and facilities connected herewith the aforesaid Schedule A mentioned property.*

**THE SCHEDULE “C” MENTIONED PROPERTY**

*Common electricity connection to individual flats at proportionate cost. Security deposit to WBSEDCL for individual connection and other incidental cost including line, main switch etc. shall be borne by the purchaser, if any infrastructures cost decided by WBSEDCL, purchaser will bear said cost with proportionately together with other co-sharer.*

**THE SCHEDULE “D” MENTIONED PROPERTY**

*( Proportionate share of all common expenses)*

*All cost of maintenance , operation, replacing outside colour wash, repairing, painting, rebuilding, reconstruction decoration, redecoration, lighting, the common parts and also the parking space, insurance premium for insuring the building against earth quack, fire, lightning not damage civil commotion etc . all charge and deposits for supplies common utilities to the co-owners. Municipal tax and other Government revenue taxes, and other outgoing save those separately assessed on the assignee or other co-owners. Cost of formation/operation and continuation of society. All litigation expenses incurred for the common purpose. The office expenses incurred for maintaining the office for common purpose. All other expenses and outgoing as are incurred for the purpose aforesaid by the assignee to be necessary on individual to the common use. Maintenance cost will be notified after possession of the flat.*

**THE SCHEDULE "E" MENTIONED PROPERTY**

**FLOOR:-** Vitrified tile flooring of size 600mmx600 mm

**WALLS:-** .10"/5"/4" brick wall

**Electricity-** only electrical wires and cables with concealed wearing will be provided

**Be it mentioned here that the purchaser is agreed to purchase a raw flat without any exterior fitting and fixtures.**

Other cost fittings and fixtures will be provided by the purchaser at his own cost and choice as per instruction and all cost will bear by purchaser himself to make the flat habitable.

If any other extra work other than above would be regard as extra work which separate payment is required to be paid to the developer/promoter.

**IN WITNESSES WHEREOF** all the Party to this agreement has put their respective signatures on the day, month, and year first above written

**SEALED AND DELIVERED**

In my presence

**WITNESSES:-**

1)

*[Being represented by its constituted attorneys.]*

**SIGNATURE OF THE VENDOR/FIRST PARTY**

2)

**[For "Concept Enterprise"]** \_\_\_\_\_

**SIGNATURE OF THE PROMOTERS/DEVELOPERS**

**SECONDPARTY**

\_\_\_\_\_  
**SIGNATURE OF THE PURCHASER/ THIRD PARTY**

**Drafted and Prepared by me:**

**MEMO OF CONSIDERATION**

**Received**      sum      of      **Rs.**      ...../-(      **Rupees**

.....

..... **Only** )from the purchaser in favour of Concept Enterprise as mentioned below .

<b><u>Cheque no.</u></b>	<b><u>Dated</u></b>	<b><u>Amount (Rs.)</u></b>	<b><u>Bank</u></b>
--------------------------	---------------------	----------------------------	--------------------

**Branch**

**Witnesses:-**

1)

2)

**For "CONCEPT ENTERPRISE"**

\_\_\_\_\_

**Signature of Developer/confirming party**

## POSSESSION LETTER

TO,

Date:-

Sri/Smt. ....

Daughter/Son/wife of .....,  
residing at .....

### SUBJECT :-

Possession letter in respect Flat no. .... , at ..... floor having the Super built-up area of ..... (..... ) Sq. Ft. be little more or less and consisting of .....(.....) bed rooms, .....(.....) living cum dining space, .....(.....) kitchen, .....(.....) common and ..... (.....) attach toilet, .....(.....) balcony of the building namely “**ATINDRA APARTMENT**” of holding no.-40/34/A under the jurisdiction of Khardah Municipality and Khardah Police station in the district of North 24 Parganas with undivided proportionate share of land and specify areas and facilities .

Dear Sir,

I undersigned on behalf of Concept Enterprise (Developers) and being one of the designated partner do hereby declare that our concern sold above noted flat being the part of “developer’s allocation” to you and on ..... by virtue of an registered Agreement for sale/Deed of Sale .

That I also like to inform you that above noted flat is ready for possession from this date I will hand over you Khas and vacant possession of said flat habitable condition accordingly I handed over the keys of the said flat to you.

You are requested to kindly acknowledge the same along with your acceptance.

**WITH THANKS AND REGARDS**

**Yours Faithfully,**

**Gladly acknowledge the same**

**Sign. of the Purchaser**

.....**For ..... DEVELOPERS**



**Deed**  
**Of**  
**Conveyance**

*This **DEED OF CONVEYANCE** is made on this        day of .....  
, **20**..... (Two Thousand and .....) Christian Era*

**Conti.....**

**AMONG**

- 1. MANJUSREE BHATTACHARJEE (PAN BOYPB0750F)** daughter of Late Harisadhan Banerjee and wife of Kedar Nath Bhattacharjee, by faith- Hindu, by occupation- Housewife, residing at 34, Pratapaditya Place, Kolkata- 26,
- 2. JAYASREE CHATTERJEE (PAN AHKPC6742Q)** daughter of Late Harisadhan Banerjee and wife of Kabindra Chatterjee, by faith- Hindu, by occupation- Housewife, residing at D/2, Gov. Housing Estate, P. O.- Entally, Kolkata- 14,
- 3. DEBASHIS BANERJEE (PAN ARCPB2663H)** son of Late Harisadhan Banerjee, by faith- Hindu, by occupation- Service, residing at Rahara Co- Operative Colony, P. O.- Rahara, P.S.- Khardah, Kolkata- 118 hereinafter called the **VENDORS/LAND OWNERS** *(which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, legal representatives, administrators and assigns)* of the **FIRST PART**

**AND**

**“CONCEPT ENTERPRISE (PAN AANFC8853E)”** a partnership firm, having its office at Jaffarpur Panchanantala Pathagar, P.O.- Nona Chandanpukur, P.S.- Titagarh, Kolkata- 700122 represented by its partner namely:-

- (1) SRI INDRAJIT BHATTACHARYYA (PAN AJPPB2819Q)** son of Late Debendranath Bhattacharyya, by faith – Hindu, by occupation – Business, residing at 13/2B, Old Calcutta Road, Bank Park, Barrackpore, P.O.-Talpukur, P.S.- Titagarh, Kolkata-700123, District- North 24 Parganas
- (2) SMT. SUTAPA SARKAR (PAN AJJPS2985E)** wife of Naresh Sarkar, by faith- Hindu, by Occupation- Business residing at Nandan Kanan south Rahara, Khardah Police Station- Khardah,

P.O.- Talpukur, Kolkata- 700119, District- 24paragonas (North)

**(3) SRI RANJIT KUMAR MAJUMDER (PAN AEIPM5409B)** son of Late Nepal Chandra Majumder, by faith – Hindu, by occupation – Business, residing at 31, Muralidhar Pally, Sodepur, P.S. – Sodepur, Kolkata – 700110, District North 24 Parganas;

**(4) SRI AJOY KUMAR SINGH (PAN AJFPS5766H)** son of Ram Balak Singh, by faith – Hindu, by occupation- Business, residing at Arabinda Arena, Block- C, flat no. 1, floor- 2, Rahara bazaar, Kolkata- 700118, District- North 24 Parganas, hereinafter called the **DEVELOPERS** (*which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns*) of the **SECOND PART**.

**AND**

**SRI/SMT.** ..... **(PAN .....**) son/daughter/wife of ..... by faith- ....., residing at ....., hereinafter referred to as the **PURCHASER/PURCHASERS** (*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 **THIRD PART**

*In this Deed of Conveyance unless it would be contrary or repugnant to the subject or context the following terms and expressions shall mean:-*

i) **The Building** shall mean and include all that Multi-Storied building namely **ATINDRA APARTMENT** on the said Premises so stated in the First Schedule written hereinafter in accordance with the Sanctioned Building Plan ( Being Plan 18/2019-20 dated 08.07.2019 of the Khardah Municipality and comprising of several self-contained residential Flats, Units and other Constructed Spaces so to be sold on Ownership basis in favour of the intending Purchaser/s.

ii) **The Flat/Unit** shall mean and include all that self-contained fully finished residential Flat being Flat no. .... having the Super built-up area of ..... (.....) **sq. ft.** approximately and lying on the of the on the ..... **FLOOR** of the Multi-Storied building namely " ..... " and so agreed to be sold by the Landowner/Vendor and the Developers unto and in favour of the Purchaser hereto together with proportionate share of land attributable thereto of the said Premises and more particularly described in the Second Schedule written hereinafter.

iii) **The Common Areas** shall mean such portions and/or areas of the land, building and its constructed spaces specified for collective use and enjoyment by the Occupiers of the building including the Purchaser hereof.

iv) **The Common Expenses** shall mean the expenses so to be borne by the Purchaser hereof along with other Co-owners of the building for maintenance and operation of all common services, facilities and area of the land and building.

v) **The Covered Area** shall mean the built-up area measuring at floor level of any Flat/ Unit- taking the external dimension of the Flat/Unit including the built-up area of Balconies/Verandahs thereto excepting the walls separating one Unit from other of which .....% only be added.

vi) **The Super Built-up Area** shall mean the Covered area of the Flat/Unit as above plus proportionate share of Landing, Lobby, Staircase, Lift and Lift Shaft thereof.

vii) **The Owners** shall mean and include said **MANJUSREE BHATTACHARJEE** daughter of Late Harisadhan Banerjee and wife of Kedar Nath Bhattacharjee, **JAYASREE CHATTERJEE** daughter of Late Harisadhan Banerjee and wife of Kabindra Chatterjee, **DEBASHIS BANERJEE** son of Late Harisadhan Banerjee and their respective heirs, executors, successors ,administrative and legal representatives and assigns;

viii) **The Developer** shall mean and include Concept Enterprise, a partnership firm having its registered office at Jaffarpur Panchanantala Pathagar, P.O.- Nona Chandanpukur, P.S.- Titagarh, Kolkata- 700122 represented through its partners namely **Sri Indrajit Bhattacharyya** son of Late Debendranath Bhattacharyya, **Smt. Sutapa Sarkar** wife of Naresh Sarkar, **Sri Ranjit Kumar Majumder** son of Late Nepal Chandra Majumder, **Sri Ajoy Kumar Singh** son of Ram Balak Singh and their respective heirs, executors, successors ,administrative and legal representatives and assigns;

ix) **The Purchaser** shall mean and include ..... son of ..... and his respective heirs, executors, successors ,administrative and legal representatives and assigns;

**WHEREAS:-**

**WHEREAS** one Sri Atindra Nath Bandopadhaya son of Late Kali Pada Banerjee seized, possessed and acquired a piece of land 4(four) cottahs 2(two) chittacks more or less which is lying and situated at Mouza- Rahara, J. L. No.- 3, Re. Su. No.- 61, Touzi no.- 184 to 190, comprised in C. S. Dag No.- 98 under C. S. Khatian No. 64 which was purchase from Khardah Co- Operative Colony (A Co- Operative Society, Registered under West Bengal Co-Operative Society Act (Bengal Act XXI) of 1940 by way of a registered Deed of Sale dated 29.09.1954 and which was recorded in Book No. 1, Volume No. 20, pages 197 to 210, Being no. 4329 for the year 1954 and was registered in the office of the Sub Registrar at Barrackpore. Subsequently during peaceful enjoyment of the said property said Sri Atindra Nath Banerjee died intestate on 02.11.1973 leaving behind two sons namely Sri Hari Sadhan Banerjee and Sri Mihir Kumar Banerjee as his legal heirs and successors according to Hindu Succession Act, 1956 and also mentioned that Smt. Harabalika Banerjee wife of Sri Atitndra Nathe Banerjee died intestate on 05.04.1967 which was prior to deceased Sri Atindra Nath Banerjee.

**AND WHEREAS** due to some unavoidable circumstances both the co-owners namely Sri Hari Sadhan Banerjee and Sri Mihir Kumar Banerjee mutually

decided to partition their above said property by way of registered Deed of Partition which was registered in the Book no.- I, vol. No.-290, pages 203 to 218, Being no. 11442 for the year 1994 and was registered in the office Additional Registrar of Assurances, Kolkata.

**AND WHEREAS** above said one Sri Hari Sadhan Banerjee during his peaceful possession and enjoyment of the property measuring about 2(Two) cottah 2.15 sq. ft. more or less, together with a building standing thereon, lying and situated at Mouza- Kerulia, J. L. No.- 05, Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in C. S. & R. S. Dag No.- 98, L. R. Dag No.- 560 under R. S. Khatian No. 64, L. R. Khatian no.- 948, holding no.-39/34, Co-Operative Colony, ward no.- 9 within the jurisdiction of Khardah Municipality, Police Station- Khardah, D. S.R. at Barasat and A. D. S. R. at Sodepur died Intestate on 15.07.06 leaving behind his one son namely Sri Debashis Banerjee and two married daughters namely Smt. Manjusree Bhattcharyay, Smt. Jayasree Chatterjee and his widow wife namely Smt. Puspa Banerjee who also died on 01.06.09 leaving behind his one son and two daughters as his legal heirs and successors according to Hindu Succession Act, 1956.

**AND WHEREAS** above said one of the owner of the partitioned property namely Mihir Kumar Banerjee during his peaceful possession of the said land measuring about 2(Two) cottah 2.15 sq. ft. more or less, together with a building standing thereon, lying and situated at Mouza- Kerulia, J. L. No.- 05, Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in C. S. & R. S. Dag No.- 98, L. R. Dag No.- 549 under R. S. Khatian No. 64, L. R. Khatian no.- 531, holding no.-40/34/A, Co-Operative Colony, ward no.- 9 within the jurisdiction of Khardah Municipality, Police Station- Khardah, D. S.R. at Barasat and A. D. S. R. at Sodepur. Mutated his name to the concerned authority and paid all relevant taxes to the concerned authority who at the time of his possessions and enjoyment of the abovesaid property died intestate leaving behind his widow wife namely Milan Banerjee who also died intestate on 21.12.12 without leaving any legal heirs and successors of the abovesaid property.

**AND WHEREAS** now after the demise of Sri Hari Sadhan Banerjee and Mihir Kumar Banerjee and his wife namely Milan Banerjee, the legitimate son and

daughters of deceased namely Sri Hari Sadhan Banerjee said Sri Debashis Banerjee, Smt. Manjusree Bhattacharyay, Smt. Jayasree Chatterjee inherited the two partitioned property one is 2(Two) cottah 2.15 sq. ft. more or less, together with a building standing thereon, lying and situated at Mouza- Kerulia, J. L. No.- 05, Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in C. S. & R. S. Dag No.- 98, L. R. Dag No.- 560 under R. S. Khatian No. 64, L. R. Khatian no.- 948, holding no.-39/34, Co-Operative Colony, ward no.- 9 within the jurisdiction of Khardah Municipality, Police Station- Khardah and other is 2(Two) cottah 2.15 sq. ft. more or less, together with a building standing thereon, lying and situated at Mouza- Kerulia, J. L. No.- 05, Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in C. S. & R. S. Dag No.- 98, L. R. Dag No.- 549 under R. S. Khatian No. 64, L. R. Khatian no.- 531, holding no.-40/34/A, Co-Operative Colony, ward no.- 9 within the jurisdiction of Khardah Municipality, Police Station- Khardah.

**AND WHEREAS** the abovesaid joint owners namely Sri Debashis Banerjee, Smt. Manjushree Bhattacharyay, Smt. Jayashree Chatterjee became the absolute owners mutated their name respectively in the office of B. L. & L. R.O. and concerned municipality and paid all relevant taxes to the said concerned authority. The said owners namely Sri Debashis Banerjee, Smt. Manjusree Bhattacharyay, Smt. Jayasree Chatterjee amalgamated the abovesaid two property on 30.07.2018 in the office of Khardah Municipality and the holding was renumbered as 39/34, Co-Operative Colony under ward no. 09 of Khardah Municipality which is more fully described as Schedule "A" mentioned Property and they paid all relevant taxes to the concerned authority in respect of the Schedule "A" mentioned Property.

**AND WHEREAS** the said Land owners are now desirous of developing the said land by constructing there upon one multi storied building in accordance with the building plan to be sanctioned by the Khardah Municipality. But due to financial stringency and/or paucity of fund and shortage of time and man power, the Land owners is unable to start the construction of the said building and had been in search of a promoter and/or Developer, who can undertake

the responsibility of construction of such building on the said premises by affording his/her own arrangement and expenses.

**AND WHEREAS** knowing the intention of the Land owners herein, Smt. Sutapa Sarkar, Sri Indrajit Bhattacharyya, Sri Ranjit kumar Majumder, Sri Ajoy kumar Singh partners of “**CONCEPT ENTERPRISE**” herein after called and referred to as the Promoter/Developer contacted the Land owners and requested the Land owners to allow them to develop the said premises as desired by the Land owners by constructing the proposed multi storied building in accordance with the building to be sanctioned at its own arrangements, costs and expenses.

**AND WHEREAS** thereafter the said Land owners herein entered into a registered Development Agreement dated 02.05.2019 with Concept Enterprise, a partnership firm which was registered in the office of A.D.S.R. at Sodepur and recorded was Book no.- I, Vol. No.- 1524-2019, Pages 86366 to 86408 for the year 2019 and the said Land Owners herein executed one registered General Power of Attorney dated 02.05.2019 which was recorded in Book No.- I, Volume No.- 1524-2019, Pages 86337 to 86365, Being No.- 152408451 for the year 2019 and registered in the office of A.D.S.R. at Sodepur in favour of Sri Indrajit Bhattacharyya, Smt. Sutapa Sarkar, Sri Ranjit Kumar Majumder, Sri Ajoy Kumar Singh giving the power to sale of the newly constructed flats and units.

**AND WHEREAS** the developer have already obtained sanction building plan from Khardah Municipality being sanctioned no. 18/2019-20 dated 08.07.2019 and have commenced construction of the said building more fully described in the second schedule written hereunder.

**AND WHEREAS** the purchaser has inspected the sanctioned plan and other relevant documents or title and the title of the owner in the land for the purpose of development and has agreed to purchase the flat more fully and particular described in the Schedule “B” hereinafter on the terms and condition as embodied in the present agreement.



**AND WHEREAS** the vendors and developers has agreed to sell and the purchaser/purchasers has agreed to purchase the flat no. .... on the ..... Floor , measuring a super built up area ..... (.....) sq. ft. be it little more or less with undivided proportionate share or interest of land and common areas and facilities free from all encumbrances, charges, liens, lispens, attachments, acquisition and requisitions and all other liabilities whatsoever at total consideration of Rs. ..../- (Rupees ..... Only) more fully and particularly described in the Second Schedule hereunder written.

**NOW THIS DEED OF CONVEYANCE WITNESSETH THAT AND IT IS HEREBY CATEGORICALLY AGREED TO BY AND BETWEEN THE PARTIES HEREOF as follows:**

**1. NOW THIS INDENTURE WITNESSETH THAT:**

*In consideration of promises and in consideration of the sum **Rs. .... ( Rupees .....) only** paid by the Purchaser to the Developers, being the Price of proportionate undivided share in the Premises and the Said Flat, wholly and the Common Areas, Proportionately (the receipt whereof the Vendor/Developers doth hereby as also by the receipt and memo hereunder written, admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Purchaser, the Said Share In The Land, the Said Flat, the proportionate share in the Common Areas and the Rights And Properties Appurtenant Thereto), the Vendor/ Developers do hereby grant, sell, convey, transfer assign and assure unto the Purchaser ALL THAT the Undivided impartiable proportionate share in the land, underneath the G+4 storied Building, standing on the revenue paying land measuring about 4(Four) cottah 2 (two) chittack, more or less, together with a building standing thereon, lying and situated at Mouza- Kerulia, J. L. No.-5 Re. Su. No.- 61, Touzi No.-*

184 to 190 comprised in R. S. Dag No.- 98, L. R. Dag No.- 560 under R. S. Khatian No. 64, L. R. Khatian no.- 2095, 2096, and 2097, holding no.-39/34, co operative colony, ward no.- 09 within the jurisdiction of Khardah Municipality, Police Station- Khardah in the district of North 24 Parganas delineated and demarcated on the Map or Plan annexed hereto and bordered "RED" thereon TOGETHER WITH the Said Flat being Flat No. .... on the ..... FLOOR of the namely ATINDRA APARTMENT having measuring a super built up area ..... (.....) sq. ft. be the same or little more or less more fully described in the **SECOND SCHEDULE MENTIONED PROPERTY** hereto AND TOGETHER WITH the Rights And Properties Appurtenant Thereto, which are all hereafter collectively called "**SAID FLAT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO** " the reversion or reversions, remainder or remainders and the rents, issues and profits of the Said Flat And The Rights And Properties Appurtenant Thereto and other benefits hereby conveyed AND all the estate, right, title, interest, property, claim, and demand whatsoever of the Vendor/Developers into or upon the Said Flat And The Rights And Properties Appurtenant Thereto and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from AND TOGETHER FURTHER WITH all rights, liberties and appurtenances whatsoever TO AND UNTO the Purchaser, free from all encumbrances, trusts, liens, lispendens and attachments whatsoever (save only those as are expressly `mentioned herein) AND TOGETHER FURTHER WITH AND SUBJECT TO the easements or quasi easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the Said Land and the Building namely "ATINDRA APARTMENT" by the Purchaser and the Co-owners as mentioned in the FIFTH SCHEDULE hereto **TO HAVE AND TO HOLD** the Said Share In The Land And the Rights And Properties Appurtenant Thereto and the Said Flat and the Common Areas and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be every part or parts thereof,

*respectively or arising out there from absolutely and forever SUBJECT TO the covenants and the Rules and Regulations contained hereto AND ALSO SUBJECT TO the Purchaser paying and discharging all taxes, impositions and other Common expenses relating to the Premises, proportionately and the Said Flat and/or the Said Share in The Land And The Rights And Properties Appurtenant Thereto, wholly, details whereof are more fully mentioned in the FOURTH SCHEDULE hereto;*

**I. THE LANDOWNER AND DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:**

- i) THAT the interest which the Vendor / Landowner and Developers hereby profess to transfer, subsists and that the Landowner and Developers has the sole right, full power and absolute authority to unto the Purchaser the Said Flat And The Rights And Properties Appurtenant Thereto TOGETHER WITH all the benefits, rights and properties hereby sold and conveyed;*
- ii) AND THAT it shall be lawful for the Purchaser, from time to time and at all times hereafter, to enter into and upon and to use, hold and enjoy the Said Flat And The Rights And Properties Appurtenant Thereto and all benefits, rights and properties hereby conveyed and every part thereof and to receive the rents, issues and profits thereof, without any interruption, disturbance, claim or demand whatsoever from or by the Vendor / Landowner or Developers or any person or persons claiming through, under or in trust for the Vendor / Landowner or Developers unless otherwise expressly mentioned herein AND freed and cleared from and against all manner of encumbrances, trusts, liens and attachments;*
- iii) AND THAT the Vendor / Landowner / Developers shall from time to time and at all times hereafter, upon every request and at costs of the Purchaser, make, do such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the Said Flat And The Rights And Properties Appurtenant Thereto TOGETHER WITH the benefits,*

rights and properties hereby granted, unto the Purchaser in the manner aforesaid;

- iv) AND THAT the Vendor / Landowner / Developers shall not do anything or make any grant or term, whereby the right of the Purchaser hereunder may be prejudicially affected and shall do all acts as be necessary to ensure the rights available to the Purchaser as a Purchaser and as a Co-owner hereunder;
- v) AND FURTHER THAT the Landowner / Developers shall duly fulfill and perform all their respective obligations and covenants elsewhere herein, expressly contained;

**II. THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR/LANDOWNER AND DEVELOPERS AS FOLLOWS:**

- i. That they will not claim any right or interest in respect of any other unit in the said Premises namely save and except the said flat which has been in Flat No. .... on ..... FLOOR having the Super built-up area of ..... (.....) sq. ft. approximately tile flooring and lying on the of the ..... Floor of the Multi-Storied building namely, "ATINDRA APRARTMENT" which is conveyed to them and they will observe, perform and comply with all the terms, covenants, stipulations and restrictions mentioned in several schedule written hereunder and he will regularly pay to the Holding Association as service/ maintenance charges which is variable and subject to revision from time to time and as long as the said is not separately assessed by the Municipality/Corporation, will pay toward proportionate share of Municipal/corporation tax payable for the said entire building.
- ii. The properties and the rights hereby conveyed to the Purchaser including these arising out of these presents shall be one lot and shall not be partitioned or dismembered in parts or part in any manner.
- iii. The Purchaser shall be entitled to sell, transfer, assign, dispose of let out or part with possession of the said unit without any

*obligation whatsoever on the part of the vendor/landowner or the Developers or the Co-owners like all immovable properties.*

**III. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

- i) *THAT the Said Flat in terms hereof has been completed and finished, habitable and tenantable and Khas and vacant possession thereof has delivered by the Developers and received by the Purchaser;*
- ii) *AND THAT the Purchaser neither has nor shall claim from the Landowner / Developers and/or the other Co-owners, any right, title or interest in any other part or portion of the Land and/or the Building SAVE the Said Flat And The Rights And Properties Appurtenant Thereto and the benefits, rights properties hereby sold and conveyed;*

**THE NAME OF THE BUILDING/APARTMENT IS “ ATINDRA APARTMENT ”**

**THE FIRST SCHEDULE MENTIONED PROPERTY DESCRIPTION OF LAND**

**ALL THAT** *piece and parcel of land ad measuring 4(Four) cottah 2 (two) chittack, more or less, together with a building standing thereon, lying and situated at Mouza- Kerulia, J. L. No.-5 Re. Su. No.- 61, Touzi No.- 184 to 190 comprised in R. S. Dag No.- 98, L. R. Dag No.- 560 under R. S. Khatian No. 64, L. R. Khatian no.- 2095, 2096, and 2097, holding no.-39/34, co operative colony, ward no.- 09 within the jurisdiction of Khardah Municipality, Police Station- Khardah in the district of North 24 Parganas within the jurisdiction of Addl. District Sub Registry office at Bidhannagar at Salt Lake City , Dist.-24 Pgs(N) which has been butted and bounded as follows:-*

**ON THE NORTH** : House of Parimal Saha.

**ON THE SOUTH** : 12 ft. wide road.

**ON THE EAST** : House of Kesav Chakraborty.

**ON THE WEST** : 12ft Co-operative colony.

;

**THE SECOND SCHEDULE MENTIONED PROPERTY**

**DESCRIPTION OF FLAT**

**ALL THAT** piece and parcel of residential flat no. .... at ..... **FLOOR** the measuring a super built up area about ..... (.....) **sq. ft.** be little more or less with marble flooring and consisting of 2(two) bed rooms, 1(one) living cum dining space, 1(one) open kitchen, 2(two) toilets of the building namely "ATINDRA APARTMENT" under the jurisdiction of Khardah Police station in the district of North 24 Parganas with undivided proportionate share of land and specify areas and facilities connected herewith the aforesaid "First Schedule mentioned property with lift facilities.

**THE THIRD SCHEDULE MENTIONED PROPERTY REFERRED ABOVE:**

**(The Common Areas)**

- i)** Open and/or Covered paths and passages.
- ii)** Staircase and landings on all floors.
- iii)** Common passage and lobby on the ground floor.
- iv)** Water pump, overhead water tank, tube-well, water pipes and other common plumbing installations.
- v)** Electrical Wiring and Meters space.
- vi)** Drains, Sewers, Pipes and Septic tanks.
- vii)** Boundary walls and main gate.
- viii)** Entire roof or area of the roof & terrace.
- ix)** Lift machine room, Lift cage, machines and accessories.

*x) Such other common parts, areas, equipment's, installations, fixtures, fittings and spaces in or about the Building as are necessary for the use and occupation of the flats in common and as are specified by the Vendor /landowner as well as Developer expressly to be the Common Areas after construction of the Buildings.*

**THE FOURTH SCHEDULE MENTIONED PROPERTY REFERRED ABOVE**

**(The Common Expenses)**

1. *MAINTENANCE: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing lighting and renovating the Common Areas, including, the exterior or interior walls of the Buildings.*
2. *OPERATIONAL: All expenses for running and operating all machinery equipment and installations comprised in the Common Areas, including, transformers, pumps, ,lift , motors and other common installations, including, their license fees, taxes and other levies, if any and the lights of the Common Areas.*
3. *STAFF: The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, clerks, security personnel, liftman sweepers, plumbers, electricians, etc. Including their perquisites, bonus and other emoluments and benefits.*
4. *ASSOCIATION: Establishment and all other expenses of the Association, including, its formation, office and miscellaneous expenses and also similar expenses of the Landowner / Developer until handing over to the Association.*
5. *COMMON UTILITIES: All charges and deposits for supplies of common utilities to the Co-Owners, in common.*
6. *ELECTRICITY: All charges for the electrical energy consumed for the operation of the common machinery and equipment.*
7. *RATES AND TAXES: Municipal tax, Multistoried Building tax, Water tax, and other levies in respect of the Premises and the Buildings*

*SAVE those separately assessed on the Purchaser.*

8. *RESERVES AND MISCELLANEOUS: All other expenses, taxes, rates and other levies as are deemed by the Vendors to be necessary or incidental or liable to be paid by the Co-Owners in common, including such amount as be fixed for Creating a fund for replacement, renovation, painting and/or other periodic expenses relating to the Common Areas.*

**THE FIFTH SCHEDULE MENTIONED PROPERTY REFERRED ABOVE:**

**(Easements)**

*The Co-Owners shall allow each other the Landowner / Developer and the Association, upon its formation, the following rights, easements, quasi-easements, privileges and/or appurtenances:*

- i) The right of common passage, user and movement in all the Common Areas;*
- ii) The rights of passage of utilities, including, connection for telephones, televisions, pipes, cables, etc., through each and every part of the Building, including, the Said Flat;*
- iii) Right, of support, shelter and protection of each portion of the Building by other and/or others thereof;*
- iv) The absolute unfettered and unencumbered right over the Common Areas SUBJECT TO the terms and conditions herein contained;*
- v) Such rights supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said flat And The Rights And Properties Appurtenant Thereto;*
- vi) Right to install Television Antenna on the roof of the Building, as demarcated by the Vendor/developers for such purpose, from time to time, without in any manner disturbing any Co-Owner entitled exclusively to the same.*



**IN WITNESSES WHEREOF** the parties have set and subscribed their respective signature in good and sound health and mind on the day , month , and year first above written .

**SIGNED , SEALED & DELIVERED**

In presence of

**WITNESSES:-**

1)

**( As constituted attorneys of vendors /landowners)**

.....  
**SIGN OF THE LAND OWNER/VENDOR**

2)

.....  
**SIGN OF THE DEVELOPER/ CONFIRMING PARTY**

.....  
**SIGN OF THE PURCHASER**

**Drafted and prepared by :**

**MEMO OF CONSIDERATION**

*Received from within named Purchaser within mentioned as full and final and /or final settled amount of Rs. ....../- ( Rupees ..... ) only in following manner:-*

<u>Sl. No.</u>	<u>Chaque/ Cash</u>	<u>Bank / Branch</u>	<u>Dates</u>	<u>Amount</u> <u>(Rs.)</u>
1.				
2.				
3.				
4.				

***Totalling Rs. ....../- ( Rupees ..... ) only***

**WITNESSES:-**

1.

2.

.....  
**SIGN OF THE DEVELOPER/ CONFIRMING PARTY**