

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this the
.....day of, 202...(Two Thousand
Twenty.....) A. D.

BETWEEN

1) SMT. SAPTAPARNA DAS (PAN - APLPD2481E), wife of Sri Arnab Kumar Das of 5/12 Sarojini pally, Nabapally, P.S.- Barasat, District- North 24 Parganas, by Occupation – Business, **2)SRI MALAY KANTI BOSE (PAN – AMHPB1796R)**, son of Late Mrinal Kanti Bose, by Occupation – Retired Person, **3) SMT. SANGITA BOSE (PAN – EUGPB9712Q)**, wife of Late Salil Bose, by Occupation – Housewife, **4) SRI SANDIPAN BOSE (PAN – DKVPB2334G)**, son of Late Salil Bose, by Occupation – Business, No. 2 to 4 all are residing at Sarojini Pally, Nabapally, P. O. – Nabapally, P. S. – Barasat, Kolkata – 700126, District – North 24 Parganas, **5) SRI BIMAL KUMAR MITRA (PAN - AFGPM8274H)**, son of Late Birendra Lal Mitra, by Occupation – Service, **6) SRI BIBEK KUMAR MITRA (PAN – AUDPM6695A)**, son of Sri Bimal Kumar Mitra, by Occupation – Service, No. 5 & 6 both are residing at Chandpur Pally, Rajbari Colony P. O. – Rajbari colony, P. S. – Dum Dum, Kolkata –700081, District – North 24 Parganas, **7) SRI TAPAN DE alias TAPAN KUMAR DEY (PAN – AESPD7885C)**, son of Late Kshitish Chandra Dey, by Occupation – Retired Person, **8) SMT. RINA DEY (PAN – ARWPD3820C)**, wife of Sri Moloy Kumar Dey, by Occupation – Housewife, No. 7 & 8 both are residing at Sarojini Pally, Nabapally, P. O. – Nabapally, P. S. – Barasat, Kolkata – 700126, District – North 24 Parganas, **9) SMT. MALLIKA BASU (PAN – AHUPB4359G)**, wife of Sri Debkumar Basu and daughter of Late Kshitish Chandra Dey, residing at 3/5 Madhusudan Banerjee Road, Kamarhati (M), P. O. & P. S. - Belgharia, District – North 24 Parganas, Kolkata – 700056, by Occupation – Housewife, all are by faith – Hindu, by Nationality – Indian, hereinafter jointly and collectively referred and called to as the **LAND OWNERS/ VENDORS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

The Owners/ Vendors herein represented by their lawful and constituted attorney **SRIJANI**, a proprietorship firm, having its office at 5/12, Sarojini Pally, P. O. – Nabapally, P. S. – Barasat, District – North 24 Parganas, Kolkata – 700126, represented by its proprietor **SMT. SAPTAPARNA DAS (PAN No. - APLPD2481E)**, wife of Sri Arnab Kumar Das, residing at 5/12, Sarojini Pally, P.O. - Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata - 700126, by

nationality - Indian, by faith - Hindu, by occupation - Business, (By a registered a Development Power of Attorney, being No. – 152504364, dated – 12/08/2020 registered with the office of D. S. R. – III, North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2020, Pages from 124234 to 124266, being No. – 152504364 for the year 2020 & by a Development Power of Attorney, being No. – 152505099, dated – 10/06/2019, registered with the office of D. S. R. – III, North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2019, Pages from 143964 to 144002, being No. – 152505099 for the year 2019 && by a Development Power of Attorney, being No. – 152503155, dated - 03/06/2020, registered with the office of D. S. R. – III, North 24 Parganas, Barasat, Book No. – I, Volume No. – 1525-2020, Pages from 90171 to 90214, being No. – 152503155 for the year 2020, & by a Development Power of Attorney, being No. - 152503103, dated - 19/05/2020, registered with the office of D. S. R. – III, North 24 Parganas, Barasat copied in Book No. – I, Volume No. – 1525-2020, Pages from 87482 to 87520, being No. – 152503103 for the year 2020)

AND

SRIJANI, a proprietorship firm, having its office at 5/12, Sarojini Pally, P. O. – Nabapally, P. S. – Barasat, District – North 24 Parganas, Kolkata – 700126, represented by its proprietor **SMT. SAPTAPARNA DAS (PAN No. - APLPD2481E)**, wife of Sri Arnab Kumar Das, residing at 5/12, Sarojini Pally, P.O. - Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata - 700126, by nationality - Indian, by faith - Hindu, by occupation - Business, hereinafter called and referred to as the **DEVELOPER**(which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

..... (PAN –), of
, by faith – Hindu, by Nationality – Indian, by Occupation –
,residing at, P. O..... & P. S.
, District –,,hereinaftercalled and referred to as
 the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the

subject or context be deemed to mean and include her legal heirs, executors, administrators, representatives and assigns) of the **THIRD PART.**

1. Background :-

1.1. Ownership of Vendors/Owners: By virtue of the events and in the circumstances, the present Owners/all the parties herein, became the absolute joint Owners of the Said Amalgamation Property, free from all encumbrances and were in peaceful possession thereof, described as follows :-

2. Background of Ownership of Vendor/Owner No. – 1 of the First Part :-

- a) **WHEREAS** Shanti Prova Dey, wife of Kshitish Chandra Dey, purchased all that piece and parcel of land measuring an area of 05 Cottah 19 sq.ft., be the same a little more or less, Scheme Plot No. – “72”, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 under Khatian No. – 275, within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, by a Registered Deed of Sale, being No. – 1200, dated – 14/03/1956, registered with the office of S. R. O. Barasat executed and registered by Manmohan Properties Limited, represented by its Managing Director Rai Sailendranath Ghosh Bahadur.
- b) **AND WHEREAS** after purchasing the said land said Shanti Prova Dey got her name duly recorded in the records of Revisional Settlement, under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499 and sold out 01 cottah of land to Smt. Krishna Basu, wife of Mrinal Kanti Basu (By a by a Registered Deed of Sale, being No. – 786, submitted on 27/01/1970 and registered on 28/01/1970, registered with the office of S. R. O., Barasat) out of the said 05 Cottah 19 sq.ft. and while she had been possessing and enjoying the remaining 04 Cottah 19 sq.ft. of land she gifted all that piece and parcel of land measuring an area of 03 Cottah, be the same a little more or less, out of said 04 Cottah 19 sq.ft. of land lying and situated at Mouza – Noapara, J. L. No. – 83, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, in favour of his son Sri Tapan Kumar Dey, by a Registered Deed of Gift, being No. – 246, in the year 18/01/1971, and delivered khas possession in his favour and the said Deed was registered

with the office of S. R. O. – Barasat, copied in Book No. – I, Volume No. – 4, Pages from 196 to 199, being No. – 246 for the year 1971 and said Shanti Prova Dey was in peaceful khas possession over the remaining 01 Cottah 19 sq.ft. of land.

- c) **AND WHEREAS** after obtaining the said 03 Cottah of land while said Sri Tapan Kumar Dey had been possessing and enjoying the same he sold 01 Cottah of land in favour of Smt. Rina Dey, wife of Sri Moloy Kumar Dey, by a Registered Deed of Sale, being No. – 1923, dated – 24/05/1984, and delivered khas possession in her favour and the said Deed was registered with the office of A. D. S. R. Barasat, North 24 Parganas, copied in Book No. – I, Volume No. – 8, Pages from 445 to 449, being No. – 1923 for the year 1984.
- d) **AND WHEREAS** while said Shanti Prova Dey had been possessing and enjoying the remaining 01 cottah 19 sq.ft. of land, at Mouza – Noapara, J. L. No. – 83, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, she died intestate on 01/01/1994 and subsequently her husband Kshitish Chandra Dey died intestate on 19/10/1995 leaving behind their three sons & one daughter namely Sri Tapan Kumar Dey, Sri Moloy Kumar Dey, Sri Goutam Kumar Dey & Smt. Mallika Basu as their legal heirs and successors to inherit the said 01 cottah 19 sq.ft. of land left by said deceased Shanti Prova Dey & Kshitish Chandra Dey as their legal heirs and successors to inherit the share of property left by said deceased Shanti Prova Dey & Kshitish Chandra Dey, with the provisions of Hindu Succession Act., 1956.
- e) **AND WHEREAS** said Kshitish Chandra Dey, seized acquired and possessed all that piece and parcel of land measuring an area of 01 Cottah, be the same a little more or less, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under C. S. Khatian No. – 275, within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, by a Deed of Patta, dated – 03/11/1945 from the C. S. Recorded owner Hemanta Kumar Das, and said Kshitish Chandra Dey duly mutated his name in revisional settlement under R.S. Khatian No.-1381 and R.S.-Dag No.-1981/2499 and the local concerned land authority has issued a Mutation

Certificate in favour of said Kshitish Chandra Dey, and while said Kshitish Chandra Dey was in peaceful possession over the said property he died intestate on 19/10/1995 leaving behind his three sons & one daughter namely Sri Tapan Kumar Dey, Sri Moloy Kumar Dey, Sri Goutam Kumar Dey & Smt. Mallika Basu, as his legal heirs and successors to inherit the said property left by said deceased Kshitish Chandra Dey, with the provisions of Hindu Succession Act., 1956.

- f) **AND WHEREAS** thus in the manner as depicted above said Sri Tapan Kumar Dey, Sri Moloy Kumar Dey, Sri Goutam Kumar Dey, Smt. Rina Dey & Smt. Mallika Basu, in their respective share each, seized, possessed and sufficiently entitled to in total 05 Cottah 19 sq.ft. of land, be the same a little more or less, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under C. S. & R. S Khatian No. – 275 corresponding to (Khasto) Modified R. S. Khatian No. – 1381, within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Premises at N. D. P. – I, Sarojinipally, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, and said Goutam Kumar Dey got his name duly recorded in the records of Revisional Settlement vide Mutation Case No-35/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.82 Decimals, and said Maloy Kumar Dey got his name duly recorded in the records of Revisional Settlement vide Mutation Case No-36/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.82 Decimals, and said Tapan Kumar Dey got his name duly recorded in the records of Revisional Settlement vide Mutation Case No-33/83/2019 and vide Mutation Case No-38/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.83 Decimals & 3.30 Decimals, and said Mallika Basu got her name duly recorded in the records of Revisional Settlement vide Mutation Case No-37/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.82 Decimals, and said Rina Dey got her name duly recorded in the records of Revisional Settlement vide Mutation Case No-34/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 1.65 Decimals, and the, in their respective share each, had been possessing and enjoying the same in ejmali.

- g) **AND WHEREAS** some conflicts arises between the aforesaid owners, regarding their respective shares and said Sri Maloy Kumar Dey & Sri Goutam Kumar Dey, as plaintiffs, filed a Suit for Partition, in the Court of Ld. Civil Judge (Senior Division), 1st Court, Barasat, North 24 Parganas, being T. S. No. – 692/2019, against said Sri Tapan Kumar Dey, Smt. Mallika Basu & Smt. Rina Dey, the Defendants therein.
- h) **AND WHEREAS** the aforesaid parties came to a mutual understanding and prepared a Solenama to resolve the Case and accordingly filled the Solenama on 21.11.2019 and on the request of both the parties the Ld. Court passed an order that the Suit be Decreed in form of Compromise petition in terms of Solenama and subsequently the Ld. Court passed a final form of order on 17.01.2020 accepting the Solenama. And the Ld. Court pleased to pass a Final Decree on 11-03-2020 on terms of the Compromise Petition. And the property in question has been partitioned amongst both the parties as per the plan enclosed with the Solenama.
- i) **AND WHEREAS** by virtue of the Final Decree said plaintiff Sri Maloy Kumar Dey & Sri Goutam Kumar Dey, jointly become the owners of all that piece and parcel of land measuring an area of 02 Cottah 19 sq.ft. be the same a little more or less, being Part No. – “A”, (shown in the annexed plan of the said Solenama, marked with colour “Red”) lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Premises at N. D. P. – I, Sarojinipally, A.D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas and the said defendants, Sri Tapan Kumar Dey, Smt. Mallika Basu & Smt. Rina Dey, jointly become the owners of all that piece and parcel of land measuring an area of 03 Cottah, be the same a little more or less, being Part No. – “B” (shown in the annexed plan of the said Solenama, marked with colour “Green”), lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381,

within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Premises at N. D. P. – I, Sarojinipally, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas.

- j) **AND WHEREAS** after becoming the joint owners of aforesaid 02 Cottah 19 sq.ft. of land, be the same a little more or less, being Part No. – “A” the said Sri Maloy Kumar Dey & Sri Goutam Kumar Dey, jointly had been possessing and enjoying the same peacefully without interruption of others by paying relevant taxes to the competent authority.
- k) **AND WHEREAS** by a Registered Deed of Conveyance, being No. – 152503074, submitted on 20/03/2020 and registered on 13/05/2020 said Sri Maloy Kumar Dey & Sri Goutam Kumar Dey alias Goutam Dey jointly sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring an area of **02 (Two) Cottah 19 (Nineteen) sq.ft.**, be the same a little more or less, being Part No. – “A”, lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Premises at N. D. P. – I, Sarojinipally, A. . D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, in favour of **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, **the Vendor/Owner No. - 1 of the First Part herein**, and delivered khas possession in her favour and the said Deed was registered with the office of D. S. R. – III, North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2020, Pages from 86047 to 86082, being No. – 152503074 for the year 2020.
- l) **AND WHEREAS** after purchasing the said plot of land said **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, **the Vendor/Owner No. - 1 of the First Part herein**, got her name duly mutated in the office of local Barasat Municipality, under Ward No. – 5, Holding No. –30/2, Premises at N. D. P. – I, Sarojinipally, and she has been possessing and enjoying the same peacefully without interruption of others.

AND

- a) **WHEREAS** Manmohan Properties Limited, a Private Ltd. Company, having its registered office at N. – 48, Hindustan Park, P. S. – Ballygunge, Calcutta – 29, was the sole and absolute owner of ALL That piece and parcel of land measuring about more or less 05 Cottah 26 sq.ft., lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, along with other landed properties, by virtue of a Registered Deed of Conveyance, dated 19th day of December, 1952, executed and registered by Rai Sailendra Nath Ghosh Bahadur.
- b) **AND WHEREAS** after purchasing the said plot of land along with other landed properties while said Manmohan Properties Limited was in peaceful khas possession over the same said Manmohan Properties Limited, represented by its Managing Director Rai Sailendranath Ghosh Bahadur, sold, transferred and conveyed all that the said piece and parcel of land measuring an area of 05 Cottah 26 sq.ft., lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, in favour of Smt. Gouri Rani Roy Chowdhury, wife of Sri Ramesh Chandra Roy Chowdhury of Barasat, by a Registered Deed of Sale, being No. – 4880, dated – 05/10/1956, and delivered khas possession in her favour and the said Deed was registered with the office of D. R. O., Alipore, copied in Book No. – I, Volume No. – 89, Pages from 158 to 165, being No. – 4880 for the year 1956.
- c) **AND WHEREAS** after purchasing the said plot of land said Smt. Gouri Rani Roy Chowdhury sold 02 Cottah 08 Chittaks 13 sq.ft. of land out of said 05 Cottah 26 sq.ft. and had been possessing and enjoying the remaining 02 Cottah 08 Chittaks 13 sq.ft. of land peacefully, free from all encumbrances.
- d) **AND WHEREAS** by a Registered Deed of Sale, being No. – 13598, dated – 09/12/1963 said Smt. Gouri Rani Roy Chowdhury sold, transferred and conveyed

all that the said 02 Cottah 08 Chittaks 13 sq.ft. of land lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas in favour of Smt. Niva Rani Nandi, wife of Late Suresh Chandra Nandi of Bidhanpally, Madhyamgram, and delivered khas possession in her favour and the said Deed was registered with the office of A. D. R. at Barasat copied in Book No. – I, Volume No. – 138, Pages from 49 to 52, being No. – 13598 for the year 1963.

- e) **AND WHEREAS** after purchasing the said plot of land while said Smt. Niva Rani Nandi was in peaceful khas possession over the said she gifted the said 02 Cottah 08 Chittaks 13 sq.ft. of land lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas in favour of her daughter namely Smt. Chhabi Sen, wife of Sri Anil Kumar Sen of Sreepur, Madhyamgram, by a Registered Deed of Gift, being No. – 8579, dated – 24/09/1981 and delivered khas possession in her favour and the said Deed was registered with the office of S. R. O. Barasat, copied in Book No. – I, Volume No. – 116, Pages from 201 to 203, being No. – 8579 for the year 1981.
- f) **AND WHEREAS** after obtaining the said 02 Cottah 08 Chittaks 13 sq.ft. of land, by way of gift as recited above, while said Smt. Chhabi Sen was in peaceful khas possession over the said she, sold, transferred all that the said 02 Cottah 08 Chittaks 13 sq.ft. of land with pucca building standing thereon, lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, in favour of Sri Chittaranjan Paul,

son of Late Sarat Chandra Paul of Paschim Ichapur, P. S. – Barasat by a Registered Deed of Sale, being No. – 2273, executed on 21/02/1986 and registered on 04/03/1986 and delivered khas possession in his favour and the said Deed was registered with the office of A. D. S. R. Barasat copied in Book No. – I, Volume No. – 31, Pages from 55 to 64, being No. – 2273 for the year 1986.

- g) AND WHEREAS** after purchasing the said 02 Cottah 08 Chittaks 13 sq.ft. of land with pucca building standing thereon said Sri Chittaranjan Paul got his name duly mutated in the office of local Barasat Municipality and had been possessing and enjoying the same peacefully, free from all encumbrances.
- h) AND WHEREAS** by a Registered Deed of Sale, being No. – 150200187, submitted on 20/05/2008 and registered on 07/01/2009 said Sri Chittaranjan Paul sold, transferred and conveyed all that the said 02 Cottah 08 Chittaks 13 sq.ft. of land with pucca building standing thereon, lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, in favour of **SRI RATAN DHAR**, son of Late Bholanath Dhar, of 104 No. Maa Sarada Road, P. O. – Noapara, P. S. – Barasat, District – North 24 Parganas, Kolkata – 700125, and the said Deed was registered with the office of D. S. R. - II, Barasat, North 24 Parganas, copied in Book No. – I, Volume No. - I, Pages from 3130 to 3148, being No. – 150200187 for the year 2009.
- i) AND WHEREAS** after purchasing the said land with one storied pucca building standing thereon said **SRI RATAN DHAR**, got his name duly mutated in the office of local Barasat Municipality, under Ward No. – 5, Holding No. – 196, premises at N. D. P. – I, Sarojini Pally and had been possessing and enjoying the same peacefully, free from all encumbrances.
- j) AND WHEREAS** by a Registered Deed of Conveyance, being No. – 152505036, submitted on 04/06/2019 and registered on 06/06/2019, said **SRI RATAN DHAR** sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring area of 02 (Two) Cottah 08 (Eight) Chittaks 13 (Thirteen) sq.ft., be the same a little more or less, along with cemented finished flooring one storied pucca

building measuring an area of 475 sq.ft., more or less, standing thereon, lying and situated at Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Holding No. – 196, premises at N. D. P. – I, Sarojini Pally, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, in favour of **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, **the Vendor/Owner No. - 1 of the First Part herein**, and delivered khas possession in her favour and the said Deed was registered with the office of D. S. R. – III, Barasat, copied in Book No. – I, Volume No. – 1525-2019, Pages from 141911 to 141939, being No. – 152505036 for the year 2019.

- k) **AND WHEREAS** after purchasing the said plot of land said **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, **the Vendor/Owner No. - 1 of the First Part herein**, got her name duly mutated in the office of local Barasat Municipality, under under Ward No. – 5, Holding No. –196/1, Premises at N. D. P. – I, Sarojinipally, and she has been possessing and enjoying the same peacefully without interruption of others.
- l) **AND WHEREAS** thus said **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, become the sole and absolute owner of 04 Cottah 08 Chittaks 32 sq.ft., be the same a little more or less, comprised in Sabek Dag No. – 1115, R. S. Dag No. – 1981/2499, under Sabek Khatian No. – 275, R. S. Khatian No. – 1381, at Mouza – Noapara, J. L. No. – 83, under Ward No. – 5, Holding No. – 30/2 & 196/1, Premises at N. D. P. – I, Sarojini Pally, of Barasat Municipality, P. S. – Barasat in the District of North 24 Pargaganas.
- m) **AND WHEREAS** with a view to construct a Multi Storied (G + 3) Building said **SMT. SAPTAPARNA DAS**, **the Vendor/Owner No. - 1 of the First Part herein**, entered into a Registered Development & Construction Agreement, being No. – 152504359, dated – 12/08/2020, with **SRIJANI**, a proprietorship firm, represented by its proprietor **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, under certain terms and conditions mentioned therein and the said Development & Construction Agreement was registered with the office of D. S. R. – III, North

24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2020, Pages from 124036 to 124079, being No. – 152504359 for the year 2020.

- n) **AND WHEREAS** thereafter the said **SMT. SAPTAPARNA DAS, the Vendor/Owner No. - 1 of the First Part herein**, also executed and registered a Development Power of Attorney, being No. – 152504364, dated – 12/08/2020 in favour of said **SRIJANI**, a proprietorship firm, represented by its proprietor **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, and the said Development Power of Attorney was registered with the office of D. S. R. – III, North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2020, Pages from 124234 to 124266, being No. – 152504364 for the year 2020.

AND

- 3. Background of Ownership of Vendor/Owner No. – 2 to 6 of the First Part :-**
- a) **WHEREAS** Shanti Prova Dey, wife of Kshitish Chandra Dey, purchased all that piece and parcel of land measuring an area of 05 Cottah 19 sq.ft., be the same a little more or less, Scheme Plot No. – “72”, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 under Khatian No. – 275, within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, by a Registered Deed of Sale, being No. – 1200, dated – 14/03/1956, registered with the office of S. R. O. Barasat executed and registered by Manmohan Properties Limited, represented by its Managing Director Rai Sailendranath Ghosh Bahadur.
- b) **AND WHEREAS** after purchasing the said land said Shanti Prova Dey got her name duly recorded in the records of Revisional Settlement, under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499 and she had been possessing and enjoying the same peacefully, free from all encumbrances.
- c) **AND WHEREAS** by a Registered Deed of Sale, being No. – 786, submitted on 27/01/1970 and registered on 28/01/1970, said Shanti Prova Dey sold, transferred and conveyed all that piece and parcel of land measuring an area of 01 Cottah, be the same a little more or less, out of the said 05 Cottah 19 sq.ft. of land, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115, R. S. Dag No. – 1981/2499, under Khatian

No. – 275 corresponding to R. S. Khatian No. – 1381 in favour of Smt. Krishna Basu, wife of Mrinal Kanti Basu, and delivered khas possession in her favour and the said Deed was registered with the office of S. R. O., Barasat, copied in Book No. – I, Volume No. – 13, Pages from 155 to 158, being No – 786 for the year 1970.

- d) **AND WHEREAS** after purchasing the said plot of land said Smt. Krishna Basu got her name duly mutated her name in the records of local Barasat Municipality, under Ward No. – 26 (New 5), Holding No. – 115, premises at N. D. P. – I, Sarojini Pally, and constructed a two storied building over the said plot of land and while she had been possessing and enjoying the same she died intestate on 26/08/2010 leaving behind her two sons and one daughter namely Sri Malay Kanti Bose, Sri Salil Bose & Smt. Kaberi Mitra as her legal heirs and successors to inherit the said property left by said deceased Krishna Basu with the provisions of Hindu Succession Act, 1956.
- e) **AND WHEREAS** while Smt. Kaberi Mitra, wife of Sri Bimal Kumar Mitra had been possessing and enjoying her undivided 1/3rd share out of said property she died intestate on 18/05/2018 leaving behind her husband Namely Sri Bimal Kumar Mitra and only son namely Sri Bibek Kumar Mitra as her legal heirs and successors to inherit the said share of property left by said deceased Kaberi Mitra with the provisions of Hindu Succession Act, 1956.
- f) **AND WHEREAS** thus by way of inheritance, as depicted above, said Sri Malay Kanti Bose, Sri Salil Bose, Sri Bimal Kumar Mitra & Sri Bibek Kumar Mitra, become the joint owners of all that piece and parcel of land measuring an area of 01 Cottah, be the same a little more or less, along with two storied building standing thereon, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Khatian No. – 275 corresponding to R. S. Khatian No. - 1381, within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Holding No. - 115, Premises at N. D. P. – I, Sarojini pally, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, and got their names duly mutated in the office of local Barasat Municipality, under Ward No. – 5, Holding No. – 115, premises at N. D. P. – I, Sarojini Pally and they jointly

possessed and enjoyed the same peacefully without interruption of others, free from all encumbrances.

- g) **AND WHEREAS** with a view to construct a Multi Storied (G + 3) Building said Sri Malay Kanti Bose, Sri Salil Bose, Sri Bimal Kumar Mitra & Sri Bibek Kumar Mitra, jointly entered into a Registered Development & Construction Agreement, being No. – 152505092, dated – 10/06/2019, with **SRIJANI**, a proprietorship firm, represented by its proprietor **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, under certain terms and conditions mentioned therein and the said Development & Construction Agreement was registered with the office of D. S. R. – III, North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2019, Pages from 143784 to 143837, being No. – 152505092 for the year 2019.
- h) **AND WHEREAS** thereafter the said Sri Malay Kanti Bose, Sri Salil Bose, Sri Bimal Kumar Mitra & Sri Bibek Kumar Mitra, jointly also executed and registered a Development Power of Attorney, being No. – 152505099, dated – 10/06/2019 in favour of said **SRIJANI**, a proprietorship firm, represented by its proprietor **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, and the said Development Power of Attorney was registered with the office of D. S. R. – III, North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2019, Pages from 143964 to 144002, being No. – 152505099 for the year 2019.
- i) **AND WHEREAS** it is pertinent to mention here that after the registration of said Development Agreement & Power of Attorney the son of Sri Malay Kanti Bose namely Somnath Bose filed a Title Suit, being T. S. No. – 350/19, before the Ld. Court of Civil Judge, Junior Division, Barasat, North 24 Parganas, as plaintiff wherein his father Sri Malay Kanti Bose was the Defendant.
- j) **AND WHEREAS** but the said Somnath Bose, being the plaintiff, filed a petition stating therein that he does not want to the proceed with the suit on the ground stated therein, and as such the said Ld. Court of Civil Judge, Junior Division (1st Court), Barasat, North 24 Parganas has passed the withdrawn order of the said Title Suit, dated – 08/08/2019.
- k) **AND WHEREAS** thereafter by the strength of said Development Agreement & Development Power of Attorney the said Developer, demolished the old dilapidated two storied structure over the said plot of land and was about to start

the construction work unfortunately **SAID SALIL BOSE** died intestate on 12/08/2019 leaving behind his wife **SMT. SANGITA BOSE** and one son **SRI SANDIPAN BOSE**, as his legal heirs and successors to inherit the share of property left by said deceased **SALIL BOSE**, with the provisions of Hindu Succession Act., 1956.

- l) **AND WHEREAS** thus in the manner as depicted above said **SRI MALAY KANTI BOSE, SMT. SANGITA BOSE, SRI SANDIPAN BOSE, SRI BIMAL KUMAR MITRA & SRI BIBEK KUMAR MITRA, the Vendor/Owner No. – 2 to 6 of the First Part herein**, become the joint owners of **ALL THAT** piece and parcel of land measuring about **01 (One) Cottah**, be the same a little more or less, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in Sabek Dag No – 1115, R. S. Dag No. – 1981/2499 under Khatian No. – 275 corresponding to R. S. Khatian No. - 1381, within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Holding No. - 115, Premises at N. D. P. – I, Sarojinipally, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, free from all encumbrances, charges, liens, mortgages whatsoever.
- m) **AND WHEREAS** in this circumstances to continue the said Development Project, a supplementary Development Agreement in conjunction with the afore said Principal Development Agreement being No. – 152505092, dated – 10/06/2019, is required to be executed and registered in favour of the said **SRIJANI**, a proprietorship firm, represented by its proprietor **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, and as such One supplementary Development & Construction Agreement was registered by between the said **SRI MALAY KANTI BOSE, SMT. SANGITA BOSE, SRI SANDIPAN BOSE, SRI BIMAL KUMAR MITRA & SRI BIBEK KUMAR MITRA, the Vendor/Owner No. – 2 to 6 of the First Part herein**, & the said Developer namely, **SRIJANI**, a proprietorship firm, represented by its proprietor **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, being No. – I- 152503152 dated - 03/06/2020, registered with the office of D. S. R. – III, North 24 Parganas, Barasat (Book No. – I, Volume No. – 1525-2020, Pages from 90126 to 90170, being No. – 152503152 for the year 2020).

n) **AND WHEREAS** the said **SRI MALAY KANTI BOSE, SMT. SANGITA BOSE, SRI SANDIPAN BOSE, SRI BIMAL KUMAR MITRA & SRI BIBEK KUMAR MITRA**, the Vendor/Owner No. – 2 to 6 of the First Part herein, also jointly executed and registered a Development Power of Attorney in favour of said Developer namely, **SRIJANI**, a proprietorship firm, represented by its proprietor **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, the sole proprietor of **SRIJANI**, being No. – I-152503155, dated - 03/06/2020, registered with the office of D. S. R. – III, North 24 Parganas, Barasat (Book No. – I, Volume No. – 1525-2020, Pages from 90171 to 90214, being No. – 152503155 for the year 2020).

AND

4. Background of Ownership of Vendor/Owner No. – 7 to 9 of the First Part :-

- a) **WHEREAS** Shanti Prova Dey, wife of Kshitish Chandra Dey, purchased all that piece and parcel of land measuring an area of 05 Cottah 19 sq.ft., be the same a little more or less, Scheme Plot No. – “72”, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 under Khatian No. – 275, within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, by a Registered Deed of Sale, being No. – 1200, dated – 14/03/1956, registered with the office of S. R. O. Barasat executed and registered by Manmohan Properties Limited, represented by its Managing Director Rai Sailendranath Ghosh Bahadur.
- b) **AND WHEREAS** after purchasing the said land said Shanti Prova Dey got her name duly recorded in the records of Revisional Settlement, under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499 and sold out 01 cottah of land to Smt. Krishna Basu, wife of Mrinal Kanti Basu (By a by a Registered Deed of Sale, being No. – 786, submitted on 27/01/1970 and registered on 28/01/1970, registered with the office of S. R. O., Barasat) out of the said 05 Cottah 19 sq.ft. and while she had been possessing and enjoying the remaining 04 Cottah 19 sq.ft. of land she gifted all that piece and parcel of land measuring an area of 03 Cottah, be the same a little more or less, out of said 04 Cottah 19 sq.ft. of land lying and situated at Mouza – Noapara, J. L. No. – 83, comprised in C. S. Dag No. – 1115

corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, in favour of his son Sri Tapan Kumar Dey, by a Registered Deed of Gift, being No. – 246, in the year 18/01/1971, and delivered khas possession in his favour and the said Deed was registered with the office of S. R. O. – Barasat, copied in Book No. – I, Volume No. – 4, Pages from 196 to 199, being No. – 246 for the year 1971 and said Shanti Prova Dey was in peaceful khas possession over the remaining 01 Cottah 19 sq.ft. of land.

- c) **AND WHEREAS** after obtaining the said 03 Cottah of land while said Sri Tapan Kumar Dey had been possessing and enjoying the same he sold 01 Cottah of land in favour of Smt. Rina Dey, wife of Sri Moloy Kumar Dey, by a Registered Deed of Sale, being No. – 1923, dated – 24/05/1984, and delivered khas possession in her favour and the said Deed was registered with the office of A. D. S. R. Barasat, North 24 Parganas, copied in Book No. – I, Volume No. – 8, Pages from 445 to 449, being No. – 1923 for the year 1984.
- d) **AND WHEREAS** while said Shanti Prova Dey had been possessing and enjoying the remaining 01 cottah 19 sq.ft. of land, at Mouza – Noapara, J. L. No. – 83, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, she died intestate on 01/01/1994 and subsequently her husband Kshitish Chandra Dey died intestate on 19/10/1995 leaving behind their three sons & one daughter namely Sri Tapan Kumar Dey, Sri Moloy Kumar Dey, Sri Goutam Kumar Dey & Smt. Mallika Basu as their legal heirs and successors to inherit the said 01 cottah 19 sq.ft. of land left by said deceased Shanti Prova Dey & Kshitish Chandra Dey as their legal heirs and successors to inherit the share of property left by said deceased Shanti Prova Dey & Kshitish Chandra Dey, with the provisions of Hindu Succession Act., 1956.
- e) **AND WHEREAS** said Kshitish Chandra Dey, seized acquired and possessed all that piece and parcel of land measuring an area of 01 Cottah, be the same a little more or less, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under C. S. Khatian No. – 275, within the jurisdiction of local Barasat Municipality, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the

District of North 24 Parganas, by a Deed of Patta, dated – 03/11/1945 from the C. S. Recorded owner Hemanta Kumar Das, and said Kshitish Chandra Dey duly mutated his name in revisional settlement under R.S. Khatian No.-1381 and R.S.-Dag No.-1981/2499 and the local concerned land authority has issued a Mutation Certificate in favour of said Kshitish Chandra Dey, and while said Kshitish Chandra Dey was in peaceful possession over the said property he died intestate on 19/10/1995 leaving behind his three sons & one daughter namely Sri Tapan Kumar Dey, Sri Moloy Kumar Dey, Sri Goutam Kumar Dey & Smt. Mallika Basu, as his legal heirs and successors to inherit the said property left by said deceased Kshitish Chandra Dey, with the provisions of Hindu Succession Act., 1956.

- f) **AND WHEREAS** thus in the manner as depicted above said Sri Tapan Kumar Dey, Sri Moloy Kumar Dey, Sri Goutam Kumar Dey, Smt. Rina Dey & Smt. Mallika Basu, in their respective share each, seized, possessed and sufficiently entitled to in total 05 Cottah 19 sq.ft. of land, be the same a little more or less, lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under C. S. & R. S Khatian No. – 275 corresponding to (Khasto) Modified R. S. Khatian No. – 1381, within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Premises at N. D. P. – I, Sarojinipally, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, and said Goutam Kumar Dey got his name duly recorded in the records of Revisional Settlement vide Mutation Case No-35/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.82 Decimals, and said Maloy Kumar Dey got his name duly recorded in the records of Revisional Settlement vide Mutation Case No-36/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.82 Decimals, and said Tapan Kumar Dey got his name duly recorded in the records of Revisional Settlement vide Mutation Case No-33/83/2019 and vide Mutation Case No-38/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.83 Decimals & 3.30 Decimals, and said Mallika Basu got her name duly recorded in the records of Revisional Settlement vide Mutation Case No-37/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 0.82 Decimals, and said Rina Dey got her

name duly recorded in the records of Revisional Settlement vide Mutation Case No-34/83/2019 under R. S. Khatian No. – 1381, R. S. Dag No. – 1981/2499, Area of Land – 1.65 Decimals, and the, in their respective share each, had been possessing and enjoying the same in ejmali.

- g) **AND WHEREAS** some conflicts arises between the aforesaid owners, regarding their respective shares and said Sri Maloy Kumar Dey & Sri Goutam Kumar Dey, as plaintiffs, filed a Suit for Partition, in the Court of Ld. Civil Judge (Senior Division), 1st Court, Barasat, North 24 Parganas, being T. S. No. – 692/2019, against said Sri Tapan Kumar Dey, Smt. Mallika Basu & Smt. Rina Dey, the Defendants therein.
- h) **AND WHEREAS** the aforesaid parties came to a mutual understanding and prepared a Solenama to resolve the Case and accordingly filled the Solenama on 21.11.2019 and on the request of both the parties the Ld. Court passed an order that the Suit be Decreed in form of Compromise petition in terms of Solenama and subsequently the Ld. Court passed a final form of order on 17.01.2020 accepting the Solenama. And the Ld. Court pleased to pass a Final Decree on 11-03-2020 on terms of the Compromise Petition. And the property in question has been partitioned amongst the parties as per the plan enclosed with the Solenama.
- i) **AND WHEREAS** by virtue of the Final Decree said plaintiff Sri Maloy Kumar Dey & Sri Goutam Kumar Dey, jointly become the owners of all that piece and parcel of land measuring an area of 02 Cottah 19 sq.ft. be the same a little more or less, being Part No. – “A”, (shown in the annexed plan of the said Solenama, marked with colour “Red”) lying and situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Premises at N. D. P. – I, Sarojinipally, A.D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas and the said defendants, Sri Tapan Kumar Dey, Smt. Mallika Basu & Smt. Rina Dey, jointly become the owners of all that piece and parcel of land measuring an area of 03 Cottah, be the same a little more or less, being Part No. – “B” (shown in the annexed plan of the said Solenama, marked with colour “Green”), lying and

situated at Mouza – Noapara, J. L. No. – 83, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275 corresponding to R. S. Khatian No. – 1381, within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Premises at N. D. P. – I, Sarojinipally, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas.

- j) **AND WHEREAS** after becoming the joint owners of aforesaid 03 Cottah of land, be the same a little more or less, being Part No. – “B” the said Sri Tapan Kumar Dey, Smt. Rina Dey & Smt. Mallika Basu, the **Vendor/Owner No. – 7 to 9 of the First Part herein**, jointly have been possessing and enjoying the same peacefully without interruption of others.
- k) **AND WHEREAS** after becoming the joint owners of aforesaid 03 Cottah of land, be the same a little more or less, being Part No. – “B” the said **SRI TAPAN KUMAR DEY, SMT. RINA DEY & SMT. MALLIKA BASU**, the **Vendor/Owner No. – 7 to 9 of the First Part herein**, with a view to construct a Multi Storied Building (G + 3) over the said property entered into a Registered Development Agreement, being No. – I-152503100, dated 19/05/2020 registered with the office of D. S. R. - III, North 24 Parganas, Barasat, copied in Book No. – I, Volume No. – 1525-2020, Pages from 87521 to 87573, being No. – 152503100 for the year 2020, with **SRIJANI**, a proprietorship firm, having its office at 5/12, Sarojini Pally, P. O. – Nabapally, P. S. – Barasat, District – North 24 Parganas, Kolkata – 700126, represented by its proprietor **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, residing at 5/12, Sarojini Pally, P.O. - Nabapally, P.S. - Barasat, Dist. - North 24 Parganas, Kolkata – 700126.
- l) **AND WHEREAS** the said **SRI TAPAN KUMAR DEY, SMT. RINA DEY & SMT. MALLIKA BASU**, the **Vendor/Owner No. – 7 to 9 of the First Part herein**, also jointly executed and registered a Development Power of Attorney in favour of said Developer namely, **SRIJANI**, a proprietorship firm, represented by its proprietor **SMT. SAPTAPARNA DAS**, wife of Sri Arnab Kumar Das, being No. - 152503103, dated - 19/05/2020, registered with the office of D. S. R. – III, North 24 Parganas, Barasat copied in Book No. – I, Volume No. – 1525-2020, Pages from 87482 to 87520, being No. – 152503103 for the year 2020.

5. **Measurement on Amalgamation of the separate plots** : For joint utilization and commercial exploitation of the separate plots into one plot, the Owners/ Vendors hereby decided to amalgamate their plots into one land and at the time of physical measurement of the aforesaid separate plots of land, the Owners/ Vendors found that the total physical measurement of the said separate plots of land collectively **8 (Eight) Cottah 8 (Eight) Chittaks 32 (Thirty Two) Sq.ft.**, be the same a little more or less and the Developer herein amalgamated the separate five Holdings from the Barasat Municipality being Nos. 30, 30/1, 30/2, 196/1 & 115 into a Single Holding No. 115 of Ward No. 5, Premises at N. D. P. – I, Sarojinipally, P. S. – Barasat, Kolkata – 700125.
6. **AND WHEREAS** thus the Vendors/ Owners herein have become the joint and absolute owners of **8 (Eight) Cottah 8 (Eight) Chittaks 32 (Thirty Two) Sq.ft.** of land which is free from all encumbrances.
7. **AND WHEREAS** due to construct the said Multi Storied Building (G+3) the Developer herein prepared a Building Plan by an expert engineer and submitted the same before the Barasat Municipality and the Barasat Municipality has approved and sanctioned the said Building Plan, being Sanction Serial No. - 1595, dated -17/10/2020.
8. **AND WHEREAS** the Vendors/ Developer started the construction of the said Multi-Storied (G + 3) Building over the said land, fully mentioned in the First Schedule hereunder written consisting of several flats/shops/garages etc. and has provided a Flat **Being Flat No. – “.....”, measuring a covered area of sq.ft., more or less & super built up area of sq.ft., more or less, at the Corner on the Floor** (herein after referred to as the said Flat) for Sale to the intending Purchaser from the Developer’s allocation wherein the Vendors/Developer will execute the Deed of Conveyance and also the Agreement for Sale who will be entered into the Agreement for sale for the purchase of the said flat in the said building known as "**DIKSHA APARTMENT**"
9. **AND WHEREAS** the Purchaser herein relying on the representation of the Vendors/ Developer as stated herein have agreed to purchase a Flat **Being Flat No. – “.....”, measuring a covered area of, more or**

less & super built up area ofsq.ft., more or less, at the Corner on the Floor (herein after referred to as the said Flat) at or for the total price of Rs./-(Rupees) only (@..... only per sq.ft.) and other taxes like GST. (1%) etc. levied by the Government or any other authority concern shall be paid by the Purchaser.

NOW THIS DEED OF AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY THE PARTIES HERETO AS FOLLOWS:

1. That the Owners/ Vendors and the Developer will sell and the Purchaser shall purchase one residential flat **Being Flat No. – “.....”, measuring a covered area of sq.ft., more or less & super built up area of sq.ft., more or less, at the on the Floor** fully mentioned in the **SECOND SCHEDULE** hereunder written (**The Purchaser shall not use the said flat in commercial purpose. The said flat should be used for only residential purpose**) along with undivided proportionate impartible share or interest in the land underneath the said building together with all easement rights over all the common parts and portions in the said building and premises fully mentioned in the **THIRD SCHEDULE** hereunder written at a total consideration of Rs./-(Rupees) only (@...../- only per sq.ft.).
2. That out of the said total consideration the Purchaser will pay a sum of Rs./-(Rupees) only by cash/cheque as earnest/ advance amount, at the time of execution of this Agreement for sale and the Vendors/Developer do hereby admit and acknowledge the receipt of the said sum, The balance amount of the sale consideration shall be paid by the Purchaser, Payment will be made as per the **FIFTH SCHEDULE** hereunder written.
3. That if the Purchaser fails and/or neglects to pay the balance amount within the time and in the manner as aforesaid on that event the Vendors/ Developer will be at liberty to cancel this Agreement and sell the said flat to any third party without intimating the Purchaser and the earnest money and subsequent paid up amount so paid by the Purchaser to the Vendors/Developer shall be

refunded to the Purchaser within 02 (two) months from the sale of the said flat after deducting @ of 10% percent as compensation and upon such cancellation of Agreement the Purchaser shall have no right or vesting interest left over the said fiat and further shall have no right left to take any legal action against the Vendors/Developer. It is pertinent to mention here that the Developer will refund the said money to the Account of, being A/c. No. – of Bank, Branch.

4. That in the event of failure or negligence on the part of the Vendors/ Developer to perform their part to the contract by discharging the obligations despite the readiness and willingness of the Purchaser, the Purchaser, shall be at liberty to enforce the contract by suing for specific performance of it before the proper court of law and shall get the property (Flat) registered through the court accordingly.
5. Any extra work within the limits of sanction plan other than those specified herein, indicated or required to be carried out by the Purchaser in the said flat shall be intimated in details to the Vendors/Developer by a letter Vendors/Developer if admit the same to be carried out, will do the same and the charges thereof shall be payable by the Purchaser to the Vendors/Developer. If the Purchaser subsequently wants to alter or change the specification mentioned in the **FOURTH SHEDULE** hereunder on that event the Purchaser shall pay the differences to the Vendors/Developer.
6. It is clarified that if by reason of such additions and/or alterations and/or for providing additional work and/or facility and/or utility aforesaid any delay is made in completion of the construction of the flat and/or delay in giving possession of the said flat, the Vendors/Developer shall not be liable for any damage, interest and/or mesne profit because of such delay.
7. That the Purchaser on purchasing the flat shall be entitled to sale, mortgage, lease, or otherwise alienate the said flat subject to the terms and conditions contained herein without the consent of the other co-Owners of the said premises who may have acquired before and who may hereafter acquire any right, title or interest similar to the Purchaser. Be it clarified that under no circumstances the **Vendors/ Developer shall be liable to handover possession and/or cause**

registration of the said flat to the Purchaser until all payment shall be made by the Purchaser in time and in the manner as mentioned hereinabove. The construction as well as Sale of the flat shall be completed by 31st day of May, 2022 (Two Thousand Twenty Two) A.D. Until all payment shall be made by the Purchaser the Developer will not be liable to **handover possession and/or handover the key of the said flat and/or cause registration of the said flat.**

8. As long as the said Flat in the said building is not separately assessed for municipal taxes and other charges, the Purchaser shall pay proportionate -share of water charges and municipal taxes and other statutory taxes as [assessed on the whole building to the Vendors/Developer and on its formation ; to the Association. Once the flat is separately assessed the Purchaser shall be liable directly to the authority/ department concerned for such payment of rates and taxes. The Vendors/Developer, upon formation of the Association would reserve the right to take any legal action against the Purchaser to realize the sum, if due on his account for the monthly cost of maintenance and the proportionate municipal taxes.
9. That the Purchaser shall bear the necessary required expenses towards the stamp duty, registration fees, miscellaneous expenses and Advocate fees. Registration of the same shall be done after receiving the entire consideration of the said flat together with charges for extra work (if any). The sale deed will contain all clauses as to right, liberties, restrictions and duties mentioned herein and all usual and other general clauses.
10. The Purchaser prior to the execution of this Agreement have taken inspection of the sanctioned Building plan, and all other relevant documents on title to the said property and have satisfied and have accepted the title of the Developer and the Owners in respect of the said property and/or the building and agreed not to question the same and/or put any requisition henceforth with regard thereto in respect of either parties interest.
11. The construction of the said flat shall be completed in compliance with the terms and conditions of this agreement and also as per the specification mentioned in the **FOURTH SCHEDULE** here under written.

12. The Purchaser shall have exclusively right in the flat and easement right of and over the common path of egress and ingress jointly with other Owners of the other portion of the building.
13. The Purchaser shall not for any reason whatsoever obstruct or withheld or in any way interfere with the construction of the said building or part thereof, notwithstanding any temporary inconvenience caused rather they shall co-operate the Vendors/ Developer to facilitate the constructional work and also co-operate the Vendors/Developer/Co-Owners in the management and maintenance of the building and formation of the Association.
14. The Purchaser not to do anything whereby the Co-Purchaser/Purchaser of the other portion of the building will be obstructed or prevented from quiet and exclusive enjoyment of their respective possession.
15. The Purchaser not to throw any rubbish or store any article, combustible goods in the common portion of the building or in front of the building nor to carry on any obnoxious, noisy, offensive, illegal or immoral activities in the said flat and also not to use any such sign board which may affect through fare of air and light to the building.
16. Once possession of the said flat is handed over by the Vendors/Developer to the Purchaser, the Purchaser shall not be entitled to raise any objection as regards the quality of workmanship of the materials used for construction of the said flat and the building or any other matter in connection thereto nor anything with regard to the said fiat nor shall they make any claim in this behalf. It is hereby expressly agreed that the decision of the Architect of the Vendors/Developer of the said building as regard to the above i.e. material, elevation specification and revision shall be final conclusive and binding upon the Purchaser.
17. Any notice required to be given by the Vendors/Developer to the Purchaser shall without prejudice to any mode of service available be deemed to have been served on the Purchaser if sent to them at the address given in this agreement by registered post with A/D, no matter the same reaches the Purchaser or not.

18. Due to any unavoidable circumstances Act of God and due to strikes of any nature, the construction process is hampered resulting delay in handing over possession of the said flat the Purchaser shall not be entitled to claim any compensation from the Vendors/Developer neither be entitled to cancel this agreement and/or demand refund of any amount. In such event the Purchaser shall show patience and co-operate the Developer.
19. That the Purchaser shall from time to time intimate in writing their address if the same is changed during the courses of this agreement as given in this agreement to facilitate the Vendors/Developer to keep smooth communication with the Purchaser.
20. All the parties hereby agreed that if after execution of work or completion of the said flat it is found that the measurement so given in this agreement is varied on that event the sale price of the said flat will also be varied proportionately.
21. That from the date of delivery of possession of the flat the Purchaser further do hereby covenant with the Vendors/Developer as follows: -
 - a) The Purchaser shall not for any reason whatsoever obstruct Vendors'/Developer's completion of further construction of any part of the building and/or proposed building or of the said premises notwithstanding any temporary inconvenience caused to the Purchaser in enjoyment of the flat and the common areas.
 - b) The Purchaser shall allow the Vendors/Developer/Association and its workmen to enter into the said flat for carrying out the works required for the common purpose on receipt of prior verbal notice in this regard.
 - c) The Purchaser shall pay the common expenses regularly and punctually within 7th of every current month or on demand made by the Vendors/Developer/Association in respect of all outgoings including cost of maintenance and the rates and taxes for the land and the building and the flat until it is assessed separately. The Purchaser shall pay and meet all the charges for electricity and other utilities/ services Municipal rates or taxes relating to the flat wholly upon mutation. Beside the above the Purchaser shall pay the cost of maintenance of common service & facilities as mentioned in the **THIRD SCHEDULE** hereunder written.

- d) The Purchaser shall not demolish or cause to be demolished the flat *or* any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the flat or any part thereof or to the building nor any alteration in the elevation and outside color scheme of the building/flat and shall not change or in any other manner damage columns, beams, walls, slabs or R.C.C. or other structural foundation in the flat or any portion of the building causing danger to the building whereon the flat is situated. The Purchaser shall however be allowed to repair and change the doors, windows, and grills when the same comes old and broken and can also fix A.C. Machine personal service amenities etc. in the flat without disturbing the co-Owners.
- e) The Purchaser shall not be entitled to put and/or display any name writings, drawings, signboard, placard of any kind over any windows in the interior of the said flat so as to be visible from outside the said flat or on the outer walls of the said flat or on any part of the said building without the consent of the Vendors/Developer or the Association. The Purchaser shall be entitled to put nameplate on the outside of the main door.
- f) The Purchaser shall not decorate or colour paint the exterior of the said flat otherwise than in a manner agreed by the Association or Owners of all units in the said building.
- g) Any delay or indulgences or forbearance on the part of the Vendors/Developer in enforcing the terms of this Agreement or giving time/grace or relaxation to the Purchaser by the Vendors/Developer shall not be construed as waiver on the part of the Vendors/Developer of any breach or noncompliance of any of the terms and conditions herein stipulated nor shall the same in any manner prejudice the rights of the Developer in enforcing any of its rights or claim arising out of any such breach.
- h) That the ultimate roof user right will be always with the residential Flat Owners.
- i) That the Deed of Conveyance shall be prepared and registered by the Developer Advocate and stamp duty, registration fees, miscellaneous charges together with advocate fees shall be borne by the Purchaser.

22. The Vendors/Developer does hereby covenant with the Purchaser as follows; -
- a) The Purchaser upon paying the entire consideration as aforesaid and observing/performing the covenants and conditions herein contained and upon registration of the sale deed of the flat shall peacefully and quietly hold and enjoy the said flat and the common parts without any interruption from or by the Vendors/Developer or any person claiming through or under the Developer.
 - b) To allow and/or grant to the Purchaser at all times the easements rights and quasi-easements attached to the flat upon fulfillment of the terms of this Agreement.
23. The Vendors/Developer at their own costs and expenses shall bring the main electric line in the premises. It is pertinent to mention that any taxes like service tax etc. levied by the Government or any other authority concern shall be paid by the Purchaser.
24. The Vendors/Developer at their own costs and expenses shall installation of transfer and bring the main electric line in the premises and the Purchaser/s shall pay **Rs. 40,000/- (Rupees Forty Thousand) only** to the Developer towards service charges of costs and expenses of installation of transfer and for bringing main electric connection and the Flat Owner/Owners shall bring his/her/their own meter (Single Phase Own Meter) at his/her/their own cost from the W. B. S. E. D. C. L./ C. E. S. C. Ltd.. It is pertinent to mention that any taxes like service tax etc. levied by the Government or any other authority concern shall be paid by the Purchaser.
25. As mutually agreed both the parties the Flat will be complete in all respect from outside only. No inside fittings and Electrical fittings will be provided by the Developer

THE FIRST SCHEDULE ABOVE REFERRED TO

ENTIRE PROJECT PROPERTY

ALL THAT piece and parcel of land measuring an area of **8 (Eight) Cottah 8 (Eight) Chittaks 32 (Thirty Two) Sq.ft.,** be the same a little more or less, along with old structure standing thereon, lying and situated under Mouza – Noapara, J. L. No. – 83, Re. Sa. No. – 137, Pargana – Anowarpur, Touzi No. – 146, comprised in C. S. Dag No. – 1115 corresponding to R. S. Dag No. – 1981/2499, under Khatian No. – 275

corresponding to R. S. Khatian No. – 1381, lying within the jurisdiction of local Barasat Municipality, under Ward No. – 5, Holding No. – 30, 30/1, 30/2, 196/1 & 115, Amalgamated Holding No. – 115, Premises at N. D. P. – I, Sarojinipally, A. D. S. R. O. – Kadambagachi, P. S. – Barasat in the District of North 24 Parganas, upon which the multistoried (G + 3) building in the name & style of “**DIKSHA APARTMENT**” will be erected, which is butted and bounded by:-

ON THE NORTH : 14 feet wide Sarojini Pally Road.

ON THE SOUTH : 3'-0" Wide drain thereafter Gopal Bhattacharya and Maitryee Bagchi.

ON THE EAST : Prakiti Apartment

ON THE WEST : Biswanath Das

THE SECOND SCHEDULE ABOVE REFERRED TO

(The Flat/ Subject matter of this Agreement for Sale)

ALL THAT piece and parcel of a residential **Flat,Being Flat No. – “.....”,measuring a covered area of sq.ft., more or less & super built up area ofsq.ft., more or less, consisting of Bed Rooms, One dining cum drawing, One Kitchen, One Toilet, One W. C., & One Balcony,at the on the Floor**, of the G Plus Three storied building, popularly called and known as“**DIKSHA APARTMENT**”, lying within the jurisdiction of local Barasat Municipalityunder Ward No. – 5, Holding No. – 30, 30/1, 30/2, 196/1 & 115, Amalgamated Holding No. – 115, Premises at N. D. P. – I, Sarojinipally,P. S. – Barasat in the District of North 24 Parganas, together with the undivided proportionate share, right, title, interest, possession of the said First Schedule of land underneath along with undivided proportionate share and right of all common facilities and common amenities belonging to the said building as well as belonging to the said Premises including all easement rights and all rights of ingress and egress, at the said schedule property of the said building including common roof right hereby agreed to sell and transfer by the Owners/Developer to the Purchaser. Butted and bounded by :-

On the North –

On the South – Open to Sky.

On the East –

On the West – Open to Sky.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common areas, common facilities and common amenities)

- i. Land under the said building described in the First Schedule.
- ii. All sides spaces, back spaces paths, passages, drains, ways in the said building.
- iii. General lighting of the common portions and spaces for installations of electric meter in general.
- iv. Drains and sewers from the building in the Municipal connection drains and/ or sewerage.
- v. Stair, and stair case landings.
- vi. Lift & Lift Room.
- vii. Lobbies in each floor.
- viii. Common Septic Tank.
- ix. Common water pump.
- x. Common Water Tank.
- xi. Common Electric line.
- xii. Water and sewerage evocation from the pipes of the every unit, to drain and sewerage common to the said building.
- xiii. After delivery of possession maintenance cost will be borne by the flat owners.

THE FOURTH SCHEDULE ABOVE REFERRED TO

SPECIFICATIONS:-

1. STRUCTURE	:	Building Designed with R.C.C Frame structure rests on individual column foundation as per structural design approved by the competent Authority.
2. EXTERNAL WALL	:	5''/8'' thick brick wall and plastered with Cement Mortar.
3. INTERNAL WALL	:	5" thick brick wall and Plastered with Cement Mortar to be finished with plaster of Paris with one coat primer.
4. DOORS	:	All door frames of the door in the flat shall be made of good quality Malaysian sal wood. The main door will be made of Gamari wood with magic eye. All the inside doors are made as flash doors. Bathroom door will be Syntex, Single Door.

5. WINDOW	: Aluminum window frame fitted by glass (4mm) with standard quality Grill and Aluminum Shutter sliding.
6. KITCHEN	: Cooking platform will be black stone and 3'-0" height Glazed Tiles above the platform to protect the oil spot. one S. S. Sink, One C.P. bib cock point will be provided.
7. SANITARY FITTING	: One European type commode make with standard low down cistern plumbing fittings and two C.P Bib-Cock and one shower point in bath with 6'-00" height Glazed tiles from floor level for each toilets. These toilets are of standard materials. One Basin (dining). All the external and Internal sanitary plumbing lines are made of high density standard polymer pipes. All the sanitary lines to be connected with Septic tank and waste water lines with the drain source.
8. W.C.	: One English white commode with lowdown PVC cistern, TwoC.P Bib-Cocks and 5' height Glazed tiles to be provided. One small corner wash basin will be provided. Apart from above, extra payment to be paid for extra works by the Purchaser/ land owners.
9. WATER	: 24 hours water facility through O.H Tank, Under Ground reservoir from the source of Deep tube well (through submersible pump) which installed inside the Apartment compound
10. <u>FLOORING</u>	All the Floor including bathroom are finished with Marble slab (4x4) with 4" skirting.

11. <u>GRILL</u>	: Standard quality of Grill shall be fixed at Balcony/ Verandah up to 3'-0" height only.
12. <u>ELECTRIFICATION</u>	: BED ROOM 2 (Two) Light points. 1 (One) Fan point. 2 (Two) plug point (5AMP) 1 (One) plug point (15AMP) <u>DINING AND DRAWING ROOM:</u> 2 (Two) Light points. 2 (Two) Fan point. 2 (Two) plug point (5AMP) 1 (one) power plug point (15 AMP) <u>VERANDAH / BALCONY:</u> 1 (one) light point. 1 (one) plug point (5AMP) <u>KITCHEN:</u> 1 (one) light point. 1 (one) Exhaust Fan point. 1 (one) power plug point (15 AMP) 1 (one) plug point (5AMP) <u>TOILET:</u> 1 (one) light point. 1 (one) Exhaust Fan point. 1 (one) power plug point (15 AMP) <u>CALLING BELL:</u> 1 (one) calling bell point at the main entrance. <u>OUTSIDE OF MAIN DOOR:</u> 1 (one) light point at the main entrance. <ul style="list-style-type: none"> • The total electrical point will be 25 to 30 Nos. • No electrical fittings will be provided by the Developer.
13. <u>PAINTING</u>	: a) Inside wall of the flat will be plaster of Paris and one coated primer and external

	wall with weather coat. b) All door frames painted with two coats primer.
14. LIFT	YES
15. COLLAPSIBLE GATE	The Purchaser will have to pay Rs. 10,000/- (Rupees Ten Thousand) Only for collapsible gate in the main entrance in his/her/their own flat.

Additional Works which may be done at the request of the PURCHASER, on payment of extra cost in advance and 50% of the calculated cost **have to be** deposited before starting the work.

THE FIFTH SCHEDULE ABOVE REFERRED TO

Total consideration of the said flat is **Rs./-** (Rupees only **and the Purchaser will pay the said consideration** to the Developer as following manner :-

Sl. No.	Particulars	Percentage	Amount (Rs.)
1.	On Agreement	9%(approx)	Rs./-
2.	At the time of construction of the plinth of the building	30%(approx)	Rs./-
3.	At the time of First Floor Roof Casting	30%(approx)	Rs./-
4.	At the time of First Floor Brick Work	21%(approx)	Rs./-
5.	At the time of Flooring of the First Floor	6%(approx)	Rs./-
7.	On or before Possession/ Registration	4%(approx)	Rs./-
Total -			Rs./-

- The Purchaser will pay the total consideration amount to the Vendors/ Developer by 31st day of May, 2022 (Two Thousand Twenty Two) A. D., and/or at the time of execution/registration of Deed of Conveyance and/or at the time of handing over possession of the flat whichever is earlier

IN WITNESS WHEREOFthe parties hereto have executed these presents on the day month and year first above written.

SIGNED SEALED AND DELIVERED

By the within name parties at Kolkata

In presence of:-

1)

As constituted attorney of **SMT. SAPTAPARNA DAS, SRI MALAY KANTI BOSE, SMT.**

2)

SANGITA BOSE, SRI SANDIPAN BOSE, SRI BIMAL KUMAR MITRA, SRI BIBEK KUMAR MITRA, SRI TAPAN DE alias TAPAN KUMAR DEY, SMT. RINA DEY & SMT. MALLIKA BASU

Drafted by:-

Advocate
Barasat Judges Court
Barasat, North 24 Parganas

Signature of the Owners/ Vendors

Printed by :-

Barasat
Email – deedhome@gmail.com

Signature of the Developer
(Proprietor of **SRIJANI**)

Signature of the Purchaser

MEMO OF CONSIDERATION

RECEIVED by the within named Developer from the within-named Purchaser the sum of **Rs./-** (**Rupees**)only towards the earnest money upon the terms and conditions mentioned in this Agreement for Sale under these presents as follows: -

Date	Cash/ Cheque No.	Bank	Branch	Rupees
Total -				Rs./-

TOTAL RUPEES ONE LAKH ONLY

WITNESSES:-

1.

2.

Signature of the Developer
(Proprietor of **SRIJANI**)

N.B. - The Developer shall provide proper money receipt against every payment made by the PURCHASER and the Money Receipt shall be deemed to be part of this agreement for Sale.