

DATED _____ DAY OF _____, 2015

BETWEEN

M/S. ASSOCIATED ERECTORS (PVT.) LTD.

... VENDOR

AND

... PURCHASER

AGREEMENT FOR SALE

DRAFTED BY
SIBABRATA SINHA
ADVOCATE
CITY CIVIL COURT,
CALCUTTA.

भारतीय गैर न्यायिक

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TEN
RUPEES

Rs.10

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

90AA 296903

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this _____
day of _____ Two Thousand And Fifteen (2015)

BETWEEN

M/S. ASSOCIATED ERECTORS PRIVATE LIMITED, a
Company incorporated under the Companies Act, 1956 and
having its registered Office at 19 , Cotton Street, Kolkata -

700007, holding Income Tax Pan Card No. AFVPK4354H, issued by Government of India, represented by one of its Director **SRI ARUN KUMAR KEDIA**, son of Shri Jagdish Prasad Kedia, hereinafter referred to as the **VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest executors, legal representatives and assigns) of the **OTHER PART**

A N D

hereinafter called the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS the Vendor hereto are solely and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of demarcated plot Sali land measuring 11 (Eleven) Cottahs 5 (Five) Chittaks 26 (Twenty Six) Sq.ft. and [1 (One) Cottah 11 (Eleven) Chittaks 0 (Zero) Square feet] in R. S. Dag No. 2895 under L. R. Khatian

No. 10368, out of total area of 1.01 Acre, 1 (One) Cottah 1 (One) Chittacks 25 (Twenty Five) Sq.ft. in R. S. Dag No. 2903, under R. S. Khatian No. 1166, L. R. Khatian No. 10368, out of total area of 98 Decimals and 8 (Eight) Cottahs 9 (Nine) Chittacks 1 (One) Sq.ft. in R. S. Dag No. 2911, under C. S. Khatian No. 361, R. S. Khatian No. 491, L. R. Khatian Nos. 10368 and 3109 out of total area of 2 Acre), be the same a little more or less of land be the same or little more or less, laying and situated at Mouza - Gopalpur, J. L. No. 2, Re. Sa. No. - 140, Touzi No. - 125B1, Police Station Airport, comprised in R. S. Dag No. 2895, 2903 and 2911 under L. R. Khatian Nos. - 10368 and 3109, A.D. S.R.O. Bidhannagar Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 3 at present 5, in the District North 24 - Parganas, hereinafter referred to as "**THE SAID PROPERTY**" and demarcated in Red on Plan attached herewith and more fully and particularly described in Schedule hereunder written by way of outright purchase against valuable consideration.

WHEREAS :

Ownership regarding land in R. S. Dag No. 2895 at Mouza Gopalpur: - **WHEREAS** one Khagendra Nath Ghosh and Nagendra Nath Ghosh were the joint absolute owners of 1

(One) Acre 1 (One) decimals a little more or a little less of land in R. S. Dag No. - 2895 along with other plots of land in various Dags in Mouza - Gopalpur, Police Station Airport, in the District North 24 Parganas, by way of inheritance.

The said Khagendra Nath Ghosh died intestate, leaving behind his two sons namely Shri Salil Kumar Ghosh and Shri Rup Kumar Ghosh, as his heirs and successors in interest in respect of the share of the said Khagendra Nath Ghosh on the aforesaid plots of land in various Dags, and subsequently the legal heirs and successors of the deceased Khagendra Nath Ghosh, became the absolute joint owners of the said plots of land in various Dags.

The said Nagendra Nath Ghosh died intestate, leaving behind his two sons namely Shri Alok Kumar Ghosh and Shri Swapan Kumar Ghosh, as his heirs and successors in interest in respect of the share of the said Nagendra Nath Ghosh on the aforesaid plots of land in various Dags, and subsequently the legal heirs and successors of the deceased Nagendra. Nath Ghosh, became the absolute joint owners of the said plots of land in various Dags.

AND WHEREAS while seized and possessed of the said plots of land in various Dags the heirs and successors of Late

Khagendra Nath Ghosh and Late Nagendra Nath Ghosh, namely Shri Salil Kumar Ghosh and Shri Rup Kumar Ghosh, both sons of Late Khagendra Nath Ghosh, and Shri Alok Kumar Ghosh and Shri Swapan Kumar Ghosh, both sons of Late Nagendra Nath Ghosh mutually divided the aforesaid plots of land in various Dags by strength of a Registered Deed of Partition, registered on 04th January, 1993, in the office of the A.D.S.R.O. Bidhannagar Salt Lake City and recorded in Book No. 1, Volume No. 1, Pages 231 to 250, being Deed No. 27 for the year 1994.

AND WHEREAS by virtue of aforesaid Deed of Partition vide Deed No. 27/1994, the said Shri Salil Kumar Ghosh, son of Late Khagendra Nath Ghosh became the absolute owner of 33.63 (Thirty-three point Sixty-three) decimals a little more or a little less of land out of abovementioned 1(One) Acre 1(One) decimals a little more or a little less of land in Sabek Dag No.- 3878, R.S. Dag No. - 2895, along with other plots of land in various Dags as share received by way of inheritance from his deceased father, Late Khandra Nath Ghosh, the said Shri Rup Kumar Ghosh, son of Late Khagendra Nath Ghosh became the absolute owner of 33.63 (Thirty-three point Sixty-three) decimals a little more or a little less of land out of abovementioned 1(One) Acre 1(One) decimals a little more or-

a little less of land in Sabek Dag No. 3878, R.S. Dag No. 2895, along with other plots of land in various Dags as share received by way of inheritance from his deceased father. Late Khandra Nath Ghosh and Shri Alok Kumar Ghosh and Shri Swapan Kumar Ghosh, both sons of Late Nagendra Nath Ghosh became the absolute joint owners of 33.74(Thirty-three point Seventy-four) decimals a little more or a little less of land out of abovementioned 1(One) Acre 1 (One) decimals a little, more or a little less of land in Sabek Dag No. 3878, R. S. Dag No. 2895, along with other plots of land in various Dags as share received by way of inheritance from their deceased father, Late Nagendra Nath Ghosh.

Thus by virtue of aforesaid Deed of Partition vide Deed No. 27/1994, the said Shri Rup Kumar Ghosh, son of Late Khagendra Nath Ghosh became the absolute owner of 33.63 (Thirty-three point Sixty-three) decimals, a little more or a little less of land out of abovementioned 1(One) Acre 1(One) decimals a little more or a little less of land in Sabek Dag No. 3878, R. S. Dag No. 2895, along with other plots of land in various Dags as share received by way of inheritance from his deceased father, Late Khandra Nath Ghosh and recorded his name in L. R. Khatian No. - 2713, J. L. No. 2, Re. Sa. No. 140,

Touzi No. 125B1, in Mouza -Gopalpur, Police Station Airport, in the District North 24 Parganas.

AND WHEREAS the said Shri Rup Kumar Ghosh on the basis of the aforesaid records, became the absolute owner of **ALL THAT** piece and parcel of demarcated plot of Sali land measuring 33.63(Thirty-three point Sixty-three) decimals , a little more or a little less of land, laying and situated at Mouza - Gopalpur, J.L, No. 2, Re. Sa. No, - 140, Touzi No. . 125B1, Police Station Airport, comprised in Sabek Dag No. 3878, R. S. Dag No. 2895, under L.R. Khatian No. - 2713, A.D.S.R.O. Bidhannagar Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 2, in the District North 24-Parganas.

The above named Shri Rup Kumar Ghosh sold and transferred 01 (One) Cottah 11 (Eleven) Chittaks 0 (Zero) Sq.ft, be the same or little more or less out of 33.63(Thirty-three point Sixty-three) decimals a little more or a little less of land of his possession, laying and situated at Mouza - Gopalpur, J. L. No. 2, Re. Sa. No. - 140, Touzi No. 125B1, Police Station Airport, comprised in Sabek Dag No. -3878, R. S. Dag No. -2895, under L. R. Khatian No. 2713, A.D.S.R.O. Bidhannagar Salt Lake City, within the local limit of Rajarhat

Gopalpur Municipality, in Ward No. 2, in the District North 24 Parganas to the namely **M/S ADHUNIK VILLA PVT. LTD.** "a' company incorporated under the Companies Act 1956, and having its registered office at 09, Strand Road, Kolkata-700001, represented by its Director Shri Praveen Kanodia, son Shri Arun Kanodia and the same was registered on 28th September, 2012 in the office of D.S.R. - II, North 24 Parganas and copied in Book No. I, CD Volume No. 49, Pages - 3984 to 4008, Being No. -14437 for the year 2012. Thereafter the said present Vendor namely **M/S ADHUNIK VILLA PVT. LTD.**, recorded its name in L.R. Settlement Operation being L.R. Khatian No. - 10368 and obtained attested Parcha there from.

Ownership regarding land in R. S. Daq No. 2903 at Mouza Gopalpur: -

WHEREAS one Ramesh Chandra Ghosh and Kangali Charan Ghosh, both sons of Makhan Lai Ghosh, resident of 6, Harish Chandra Lane, Cossipore, Calcutta were the recorded owners in the records of "**RAYAT DAKHALI**" Hal Khatian No. 1689, Hal Dag No. 2903 of 98 Decimals of Sali land in Settlement record of rights of Collect riot of North 24 Parganas, Government of West Bengal. In respect of share of ownership in the aforesaid total land of 98 decimals (Hal Dag No. 2903) of land, the said Ramesh Chandra Ghosh was

recorded owner of 50% share of land (Aat Ana) i.e. approximately 49 decimals of land and Kangali Charan Ghosh was recorded owner of 50% share (Aat Ana) of the aforesaid 98 decimals of land i.e. approximately 49 decimals of land.

AND WHEREAS while seized and possessed of the said land measuring "8 ANA" (Aat Ana) i.e. approximately 49 decimals of land, the said Kangali Charan Ghosh son of Makhan Lai Ghosh died intestate and after his death his wife namely Smt. Pushpalata Ghosh received the aforesaid (entire "16 Ana") share of land i.e. 49 decimals of land of his deceased husband namely Kangali Charan Ghosh.

AND WHEREAS while seized and possessed of the said land measuring 98 decimals be the same a little more or less, Ramesh Chandra Ghosh and Pushpalata Ghosh jointly sold, transferred and conveyed the entire aforesaid land" measuring 98 decimals be the same a title more or less to (1). Smt. Anjali Karmakar, wife of Shri Rabindra Nath Karmakar, resident of G, A 167, Paschim Narayantala, Post Office Deshbandhu Nagar, Kolkata - 700059. by cast - Hindu, by profession -Housewife, (2) Shri Partha Karmakar, son of Shri Gurupada Karmakar, resident of G, A /67, Paschim

Narayantala, Post Office - Deshbandhu Nagar, Kolkata - 700059, by cast - Hindu, by profession - Business, (3) Smt Mala Mukherjee wife of Shri Japan Kumar Mukherjee, resident of G, B 710, Paschim Narayantala, Post Office Deshbandhu Nagar, Kolkata -700059, by cast - Hindu, by profession - Business, (4) Shri Prinon Mukherjee, son of Shri Tapan Kumar Mukherjee, resident of G, B /10, Paschim Narayantala, Post Office - Deshbandhu Nagar, Kolkata - 700059, by cast - Hindu, by profession - Student, (5) Shri Krishnapada Pal, son of Late Kalimohan pal, resident of 1 / 1S, Jaharlal Dutta Lane, Kolkata -700067, by cast - Hindu, by profession - Business, (6) Smt. Bharati Pal, wife of Shri Krishnapada Pal, resident of 1 / 1S, Jaharlal Dutta Lane, Kolkata - 700067, by cast - Hindu, by profession - Housewife, (7) Shri Paritosh Roy, son of Shri Pradyut Roy, resident of 16 / 1 J, Muraripukur Road. Kolkata - 700067, by cast - Hindu, by profession -Business, (8) Smt. Anuradha Roy, , wife of Shri Pahtosh Roy, resident of 16 /1 J, Muraripukur Road, Kolkata - 700067, by cast - Hindu, by profession - Housewife, (9). Smt. Ranjana Dutta, wife of Shri Sunit Kantamani Dutta, resident of 11 / 1, Teliya Para Lane, Kolkata - 700004, by Cast Hindu, by profession - Housewife, (10) Shri Shankar Bhattacharjee, son of Shri Bomkesh Bhattacharjee, resident of P -141, C.I.T. Road, Kolkata - 700010, by cast - Hindu, by

profession - Business, (11) Shri Santanu Bhattacharjee, son of Shri Bomkesh Bhattacharjee, resident of P - 141, C.I.T. Road, Kolkata -700010, by Cast - Hindu, by profession - Business, against or at a total consideration of Rs. 1,10, 000/- (Rupees One Lakh Ten Thousand) only by strength of a Registered Deed of Conveyance, registered on 17th January, 1992, in the office of the A.D.S.R.O. Bidhannagar Salt Lake City and recorded in Book No I, Volume No.06, Pages 355 to 362, being Deed No. 334 for the year 1992.

AND WHEREAS while seized and possessed of the said land measuring 98 decimals be the same a little more or less, laying and situated at Mouza - Gopalpur, J. L. No. 2, Re. Sa. No. - 140, Touzi No. -125B/1, Police Station Airport, comprised in Hal Dag / R.S. Dag No. -2903, under R.S. Khatian No. 1166, L. R. Khatian No. 1739 and 2518, A.D.S.R.O. Bidhannagar Salt Lake City, within the local limits of Rajarhat Gopalpur Municipality, in the District North 24 Parganas, A.D.S.R.O. Bidhannagar Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in the District North 24 Parganas, the abovementioned (1) Smt. Anjali Karmakar, wife of Shri Rabindra Nath Karmakar. resident of G, A 767, Paschim Narayantala, Post Office Deshbandhu

Nagar, Kolkata - 700059, by Cast - Hindu, by profession - Housewife, (2) Shri Partha Karmakar, son of Shri Gurupada Karmakar, resident of G, A /67, Paschim Narayantala, Post Office Deshbandhu Nagar, Kolkata - 700059, by cast -Hindu, by profession - Business, (3) Smt Mala Mukherjee wife of Shri Tapan Kumar Mukherjee, resident of G, B /10, Paschim Narayantala, Post Office Deshbandhu Nagar, Kolkata - 700059, by cast - Hindu, by profession -- Business, (4) Shri Prinon Mukherjee, son of Shri Tapan Kumar Mukherjee, resident of G, B /10, Paschim Narayantala, Post Office Deshbandhu Nagar, Kolkata - 700059, by Cast - Hindu, by profession -Student, (5) Shri Krishnapada Pal, son of Late Kalimohan Pal, resident of 1/1S, Jaharlat Dutta Lane, Kolkata - 700067, by cast - Hindu, by profession - Business, (6) Smt Bharati Pal, wife of Shri Krishnapada Pal, resident of 1 /IS, Jaharlal Dutta Lane, Kolkata -700067, by cast - Hindu, by Profession - Housewife, (7) Shri Paritosh Roy, son of Shri Pradyut Roy resident of 16/1 J, Muraripukur Road, Kolkata - 700067, by cast - Hindu, by'profession - Business, (8) Smt. Anuradha Roy, wife of Shri Paritosh Roy, resident of 16/1 J, Muraripukur Road, Kolkata - 700067, by cast - Hindu, by profession -Housewife, (9) Smt. Ranjana Dutta, wife of Shri Sunil Kantamani Dutta, resident of 11/1, Teliya Para Lane, Kolkata - 700004, by cast -Hindu, by profession - Housewife,

(10) Shri Shankar Bhattacharjee, son of Shri Bomkesh Bhattacharjee, resident of P -141, C.I.T. Road, Kolkata - 700010, by cast - Hindu, by profession -Business, (11) Shri Santanu Bhattacharjee, son of Shri Bomkesh Bhattacharjee. resident of P - 141, C.IT. Road, Kolkata -700010, by Cast - Hindu, by Profession - Business, jointly sold, transferred and conveyed 1(One) Cottahs 1(One) Chittacks 25 (Twenty-five) sq.ft. be the same a little more or less, out of the aforesaid land measuring 98 decimals, laying and situated at Mouza - Gopalpur, J. L. No. 2, Re. Sa. No. -140, Touzi No. - 125B/1, Police Station Airport, comprised in Hal Dag / R. S. Dag No. - 2903, under R.S. Khatian No. - 1166, L. R. Khatian No. - 1739 and 2518, A.D.S.R.O. Bidhannagar Salt Lake City, within the local limits of Rajarhat Gopalpur Municipality, in the District North 24 Parganas, A.D.S.R.O. Bidhannagar Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in the District North 24 Parganas, to (1) Badal Nandi, son of Late Amulya Nandi, (2) Gopal Nandy, son of Shri Prafulla Nandy and (3) Deepu Kar, son of Shri Manik Kar, all by faith Hindu, by occupation - Business, by nationality - Indian, residing at Gopalpur (Kalipark), Post Office Rajarhat Gopalpur, Police Station Airport, Kolkata - 700136, against or at a total consideration of Rs. 60,000/- (Rupees Sixty Thousand) only by strength of a Registered

Deed of Conveyance, registered on 21st December, 2010, in the office of the A.D.S.R.O. Bidhannagar Salt Lake City and recorded in Book No 1, CD Volume No 20, Pages 432 to 446, being Deed No. 12692 for the year 2010.

Thus the said Shri Badal Nandi, Shri Gopal Nandy and Shri Deepu Kar on the basis of the aforesaid deeds, became the absolute owners of **ALL THAT** piece and parcel of demarcated plot Sali land measuring 1(One) Cottahs 1(One) Chittacks 25 (Twenty five) sq.ft , be the same a little more or less, laying and situated at Mouza - Gopalpur, J. L. No. 2, Re.Sa. No. - 140, Touzi No. 125B/1, Police Station Airport, comprised in Hal Dag / R. S. Dag No. - 2903, under R.S. Khatian No. 1166, L. R. Khatian No. - 1739 and 2518, A.D.S.R.O. Bidhannagar Salt Lake City, within the local limits of Rajarhat Gopalpur Municipality, in the District North 24 Parganas, A.D.S.R.O. Bidhannagar Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in the District North 24 Parganas.

The above named Shri Badal Nandi, Shri Gopal Nandy and Shri Deepu Kar sold and transferred 1(One) Cottahs 1(One) Chittacks 25 (Twenty-five) Sq.ft., be the same a little more or less, laying and situated at Mouza - Gopalpur, J. L.

No. 2, Re. Sa. No, - 140, Touzi No. -125B/1, Police Station Airport, comprised in Hal Dag / R. S. Dag No. -2903, under R. S. Khatian No. - 1166, L. R. Khatian No. - 1739 and 2518, A.D.S.R.O. Bidhannagar Salt Lake City, within the local limits of Rajarhat Gopalpur Municipality, in the District North 24 Parganas, A.D.S.R.O. Bidhannagar Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in the District North 24 Parganas to the present Vendor namely **M/S ADHUNIK VILLA PVT. LTD.** a company incorporated under the Companies Act 1956, and having its registered office at 09, Strand Road, Kolkata-700001, represented by its Director **SHRI PRAVEEN KANODIA**, son of Shri Arun Kanodia and the same was registered on 12th April, 2012 in the office of A.R.A. - II, Kolkata and copied in Book No. - I, CD Volume No. -19, Pages 3317 to 3342, Being No. 04718 for the year 2012. Thereafter the said present Vendor namely M/s Adhunik Villa Pvt. Ltd., recorded its name in L.R. Settlement Operation being L. R. Khatian No. - 10368 and obtained attested Parcha there from.

Ownership regarding land in R.S.Dag No. 2911 at Mouza Gopalpur :

WHEREAS one Smt. Sudama Devi Jaiswal, wife of Shri Durga Prasad Shaw, by faith Hindu, resident of 35A Ghosh

Lane, Calcutta purchased a demarcated plot of Sali land measuring 1 (One) Acre 80 (Eighty) Decimals be the same a little more or less out of total 2 (Two) Acre 13 (Thirteen) Decimals of land, laying and situated at Mouza Gopalpur, J. L. No. 2, Re. Sa. No. 140, Touzi No. - 2998, Pargana - Kalikata, Police Station Airport at present, comprised in C. S. Dag No. - 3894 and 5178 corresponding to R. S. Dag No. 2911 and 3686, under C. S. Khatian No. - 361 and 1525, R. S. Khatian No. - 491 and 1636 from one Sahadat Hossain by strength of a Registered Deed of Conveyance, registered on 22nd April, 1959, in the office of the S. R. Cossipore Dum Dum and recorded in Book No. I, Volume No. 43, Pages 266 to 269, being Deed No. 3227 for the year 1959, and thereafter on 11th August. 1959 she purchased the rest of the aforesaid total 2 (Two) Acre 13 (Thirteen) Decimals of land i.e. 33 (Thirty-three) Decimal Sali land be the same a little more or less, laying and situated at Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. - 140, Touzi No. - 2998, Pargana - Kalikata, Police Station Airport at present, comprised in C. S. Dag No. 3894 and 5178 corresponding to R.S. Dag No. 291 land 3686, under C. S. Khatian No. - 361 and 1525, R. S. Khatian No. - 491 and 1636 by strength of a Registered Deed of Conveyance, registered in the office of the S. R. Cossipore Dum Dum and recorded in Book No. I, Volume No. 61, Pages

28 to 32, being Deed No. 2675 for the year 1959 along with various plot of land from different vendors in different dates and years.

Thus said Smt. Sudama Devi Jaiswal, wife of Shri Durga Prasad Shaw, after purchasing the above mentioned (One) Acre 80 (Eighty) Decimals and 33 (Thirty Three) Decimal of Sali land more or less laying and situated at Mouza - Gppalpur, J. L. No. 2, Re. Sa. No. - 140, Touzi No. - 2998, Pargana - Kalikata, P.S. - Airport at present, comprised in C. S. Dag No. - 3894 and 5178 corresponding to R.S. Dag No. - 2911 and 3686, under C.S. Khatian No. - 361 and 1525, R.S. Khatian No. -491 and 1636 by strength of a Registered Deed of Conveyance No. 3227 and 2675 for the year 1959 became the absolute owner of **ALL THAT** piece and parcel of demarcated plot Sali land measuring total 2 (Two) Acre 13 (Thirteen) Decimals be the same a little more or less, laying and situated at Mouza - Gopalpur, J.L. No. 2, Re.Sa. No. - 140, Touzi No. 2998, Pargana - Kalikata, Police Station Airport at present, comprised in C. S. Dag No. 3894 and 5178 corresponding to R.S. Dag No. - 2911 and 3686, under C. S. Khatian No.-361 and 1525, R.S. Khatian No.-491 and 1636.

AND WHEREAS while seized and possessed of the said land measuring total 2 (Two) Acre 13 (Thirteen) Decimals be the same a little more or less, by virtue of aforesaid Deeds of Conveyance vide Deed No. 3227 and Deed No. 2675 for the year 1959, the said Smt. Sudama Devi Jaiswal, filed a Title Suit on 13.04.1982 (Title Suit No.191 of 1982 of 1982) in the Third Court of Munsiff Judge at Sealdha and the same was decreed in favour of the said Smt. Sudama Devi Jaiswal. The said Smt. Sudama Devi Jaiswal, wife of Shri Durga Prasad Shaw, sold, transferred and conveyed 8 (Eight) Cottahs 9 (Nine) Chittacks 1 (One) Sq.ft., be the same a little more or less, out of 11 (Eleven) Chottas 08 (Eight) Chittaks of her possession, laying and situated at Mouza -Gopalpur, J. L. No. 2, Re. Sa. No. - 140, Touzi No. - 2998, Pargana -Kafikata, Police Station Airport, comprised in C. S. Dag No. - 3894, R.S. Dag No. 2911, under C. S. Khatian No.361, R. S. Khatian No. 491, L. R. Khatian No. 3109, under the jurisdiction of A.D.S.R.O. Bidhannagar Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 3 at present 5, in the District North 24 Parganas, to Shri Subir Saha, son of Late Jamini Jiban Saha, "5y occupation Service and Smt. Menoka Saha wife of Shri Subir Saha, by strength of a Registered Deed of Conveyance, registered on 29th March 2005, in the office of the A.D.S.R.O. Bidhannagar Salt Lake

City and recorded in Book No. I, CD Volume No. 7, Pages 4761 to 4775, Being Deed No. 07090 for the year 2008.

Thus the said Shri Subir Saha, and Smt. Menoka Saha on the basis of the aforesaid deed, became the absolute owners of **ALL THAT** piece and parcel of demarcated plot Sali land measuring 8 (Eight) Cottahs 9 (Nine) Chittacks 1 (One) Sq.ft., be the same a little more or less out of 11 (Eleven) Chottas 08 (Eight) Chittaks of her possession, laying and situated at Mouza - Gopalpur, J. L. No. 2, Re. Sa. No. 140, Touzi No. - 2998, Pargana - Kalikata, Policed Station Airport, comprised in C. S. Dag No. 3894, R.S. Dag No. - 2911, under C. S. Khatian No. 361, R. S. Khatian No. - 491, LR. Khatian Nos. 3109, under the jurisdiction of A.D.S.R.O. Bidhannagar Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 3 at present 5, in the District North 24 Parganas.

The above named Shri Subir Saha, and Smt. Menoka Saha sold and transferred 8 (Eight) Cottahs 9 (Nine) Chittacks 1 (One) sq.ft., be the same a little more or less out of 11 (Eleven) Chottas 08 (Eight) Chittaks of her possession, laying and situated at Mouza - Gopalpur, J.L. No. 2, Re.Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, Police Station Airport,

comprised in C. S. Dag No. - 3894, R.S. Dag No. 2911, under C. S. Khatian No. 361, R. S. Khatian No. - 491, L. R. Khatian Nos. 3109, under the jurisdiction of A.D.S.R.O. Bidhannagar Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 3 at present 5, in the District North 24 Parganas to the presort Vendor-namely M/s Adhunik Villa Pvt. Ltd. a company incorporated under the Companies Act 1956, and having its registered office at 09, Strand Road, Kolkata-700001, represented by its Director Shri Praveen Kanodia, son Shri Arun Kanodia and the same was registered on 27 February, 2012, in the office of A.R.A. - II, Kolkata and copied in Book No. I, CD Volume No. - 11, Pages - 2226 to 2248, Being No. 2575 for the year 2012. Thereafter the said present Vendor namely **M/S ADHUNIK VILLA PVT. LTD.**, recorded its name in L.R. Settlement Operation being L.R. Khatian No. - 10368 for 07 Decimals Sali land and obtained attested Parcha there from.

Absolute Ownership of M/s Adhunik Villa Pvt. Ltd:

Thus by virtue of the aforesaid Deed of Conveyances Being No. 14437, for the year 2012, 04718 for the year 2012 & 02575 for the year 2012, the present Vendor namely **M/S ADHUNIK VILLA PVT. LTD.**, become the absolute owner of the said Property i.e. Sali land measuring 11 (Eleven) Cottahs

05 (Five) Chittaks 26 (Twenty Six) Square Feet, be the same a little more or less of land, be the same or little more or less, laying and situated at Mouza - Gopalpur, J. L. No. 2, Re. Sa. No. 140, Touzi No. 125B1, Police Station Airport, comprised in R. S. Dag Nos. 2895, 2903, and 2911 under L. R. Khatian No. 10368, and 3109, A. D. S. R. O. Bidhannagar Salt Lake City within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 3, at Present 5 in the District North 24-Parganas.

The details of which are given below :

<u>R. S. Dag NO.</u>	<u>L. R. Khatian No.</u>	<u>Area</u>	<u>Nature of Land</u>
2895	10368	1 Cottah 11 Chittaks 0 Sq.ft	Sali
2903	10368	1 Cottah 1 Chittaks 25Sq.ft	Sali
2911	10368 & 3109	8 Cottah 9 Chittaks 1 Sq.ft	Sali
Total		11 Cottah 5 Chittaks 26 Sq.ft	

Desire to Sale by M/s Adhunik Villa Private Limited to the Purchaser M/s. Associated Erectors (Pvt) Ltd. :

WHEREAS while seized and possessed of the aforesaid property the M/s. Adhunik Villa Pvt. Ltd decide to sell the said property i.e. Sali land measuring 11 (Eleven) Cottahs 5 (Five) Chittaks 26 (Twenty Six) Sq.ft. [1 (One) Cottah 11 (Eleven) Chittaks 0 (Zero) Square feet in R. S. dag No. 2895

under L. R. Khatian No. 10368 out of total area of 1.01 Acre, 1 (One) Cottah 1 (One) Chittacks 25 (Twenty Five) Sq.ft in R. S. Dag No. 2903, under R. S. Khatian No. 1166, L. R. Khatian No. 10368, out of total area of 98 Decimals and 8 (Eight) Cottah 9 (Nine) Chittaks 1 (One) Sq.ft. in R. S. Dag No. 2911 under C. S. Khatian No. 361, R. S. Khatian No. 491, L. R. Khatian Nos. 10368, and 3109, out of total area of 2 Acre) be the same a little more or less of land be the same or little more or less laying and situated at Mouza Gopalpur, J. L. No. 2, Re. Sa. No. 140, Touzi No. 125B1, Police Station Airport, comprised in R. S. Dag Nos. 2895, 2903, and 2911 under L. R. Khatian No. 10368, and 3109, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limits of Rajarhat Gopalpur Municipality, in Ward No. 3 at present 5 in the District of North 24-Parganas, at a total consideration of Rs. 45,00,000/- (Rupees Forty Five Lakh) only and for the same the present Vendor herein approached to M/s. Adhunik Villa Private limited.

Acceptance by the Present Vendor :

The present Vendor herein has accepted the aforesaid proposal and agreed to purchase the said property at an agreed total consideration of Rs. 45,00,000/- (Rupees Forty Five Lakh) only.

AND WHEREAS the present Vendor M/s. Associated Erectors Private Limited purchased the aforesaid property by way of registered Deed of Conveyance which was registered before District Sub-Registrar - II, Barasat, 24-Parganas (North), vide Book No. I, CD Volume No. 7, Pages from 877 to 906, Being No. 03037 for the year 2014.

AND WHEREAS the Owner Company M/s. Associated Erectors Private Limited is the absolute owner seized and possessed of the sali land measuring 11(Eleven)Cottahs 5 (Five) Chittaks 26 (Twenty Six) Sq.ft. land be the same a little more or less comprised in R. S. Dag No. 2895, 2903 and 2911, under L. R. Khatian Nos. 1036 & 3109, J. L. No. 2, R. S. No. 140, Touzi No. 125B1, Mouza Gopalpur, Police Station Airport Ward No. 3 at present 5, under Rajarhat Gopalpur Municipality, District North 24-Parganas.

AND WHEREAS the Owner/Company has already started construction on the land measuring 11 Cottahs 5 Chittacks 26 Sq.ft. namely **GREEN RESIDENZA - II** more fully and particularly described in the Schedule written hereunder, in accordance with the building plan sanctioned by the Rajarhat Gopalpur Municipality.

AND WHEREAS the Purchaser/Second Party herein being desirous of owning of a flat measuring _____ **Square Feet** super built up area at the _____ **Floor Flat No.** _____ of the building **along with one Car Parking space measuring _____ Sq.ft. super built up area** more or less on the ground floor has approached to Owner Company/Vendor to sell and transfer and the Owner Company/Vendor has agreed to sell and transfer the said flat and undivided proportionate share in the land described in the Schedule written hereunder, attributable to such flat on the terms and conditions contained herein.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

DEFINITIONS :

- I) **OWNER/COMPANY** shall mean **M/S. ASSOCIATED ERECTORS (PVT.) LTD.**, represented by its Director Sri Arun Kumar Kedia, son of Sri Jagadish Prasad Kedia, his Successor-in-interest and assigns.
- II) **PURCHASER** shall mean _____, legal heirs, executors, and successors.

III). **BUILDING** shall mean the entire building namely **GREEN RESIDENZA-II** to be constructed in accordance with sanctioned building plan from the Rajarhat Gopalpur Municipality, on the land on the First Schedule.

IV) **FLAT/UNIT** shall mean **ALL THAT** Flat/Unit/ Apartment/Constructed Space Together with the Undivided proportionate share in the common parts and facilities, details and particulars regarding the said Flat/Unit/Space are set out in the Second Schedule written hereunder.

V) **LAND** shall mean **ALL THAT** land measuring 11 Cottahs 5 Chittacks 26 Sq.ft. lying and situated at Under Rajarhat Municipality, Mouza - Gopalpur, morefully described in the First Schedule written hereunder.

VI) **UNDIVIDED SHARE** shall mean the undivided undemarcated impartible and indivisible share or interest in the land attributable to the said Flat/Unit/Space.

VII) **COVERED AND BUILT UP AREA** shall mean and include the built up area of each unit, internal walls, periphery walls, columns, beams, proportionate share in the common areas and parts such as stair case, stair landings,

common corridors, underground and overhead water tanks, septic tanks, side space, open space etc.

VIII) **COMMON PARTS AND FACILITIES** shall mean common parts and facilities described in the Fourth Schedule below.

IX) **COMMON EXPENSES** shall mean the expenses for common purposes for enjoyment and maintenance of the building.

2) The Purchaser hereby agree to purchase the flat measuring _____ **Square Feet** super built up area at the _____ **Floor Flat No. _____, along with Car Parking Space measuring _____ Sq.ft. super built up area** at the ground floor including with undivided impartiable proportionate share in the land comprised in the said premises together with the proportionate share in the common parts and facilities at a total consideration of **Rs. _____/- (Rupees -----)** **only** hereinafter called the consideration amount shall be paid by the Purchaser to the Vendor only, in the manner morefully and particularly described in the Third Schedule written hereunder.

- 3) Subject, to the Purchaser regularly and punctually making payment to the consideration amount to the Vendor the Owner have agreed to sell and transfer the said undivided share in favour of the Purchaser.
- 4) The Purchaser has at or before the execution of this present paid to the Vendor a sum of **Rs.** _____/- **(Rupees _____)** only by way of part of the consideration money and the balance amount thereof shall be paid in the manner provided for the Third Schedule written hereunder.
- 5) That in the event of any default on the part of the Purchaser in making payment of the said consideration amount or any part thereof the Purchaser shall be liable and the Vendor shall be entitled either to get interest at the rate of 24% per annum, and the Vendor shall be entitled to determine or terminate this agreement and the Purchaser shall cease to have any right, title and interest and claim or demand whatsoever in respect of the said flat/unit/apartment/constructed area/space and the undivided share in the land under this Agreement.
- 6) That the sale of the Flat/Unit/Apartment/Constructed space and the undivided share in the land shall be completed

by the Vendor and deliver possession in favour of the Purchaser any time hereinafter but within _____ (_____) **months**, from this Agreement subject to fulfillment of all condition by the Purchaser by this Agreement. On fulfillment of all terms and conditions by the Purchaser if the Vendor fails to deliver possession (save and except force measure) of the flat to the Purchaser within the time specified herein in that event the Purchaser shall be entitled to charge either interest @ Rs. 24% per annum from the Developer or to cancel the agreement.

- 7) That the Deed of Conveyance for completion of the sale envisaged herein shall be such as the drafted and finalized by the Advocate for the Vendor.
- 8) All costs for preparation of Sale Deed, stamp duty and registration fee of the said Deed of Conveyance shall be borne and paid by the Purchaser absolutely. The Purchaser shall within 15 days from the date of demand, being made by the Vendor deposit with the Vendor and/or his Advocate the amount estimated by them towards the aforesaid.
- 9) That before registration of the Deed of Conveyance the owner or the Vendor shall obtain all necessary permission

and/or clearance required for the purpose of the registration of the said Deed of Conveyance, if any.

10) That in case due to the Purchaser default, the sale is not completed and in such event this agreement shall at the option of the Vendor stand cancelled.

11) In case the sale is not completed due to the Vendor's fault then and in such event the purchasers shall be entitled to sue the Vendor for specific performance or can ask for the cancellation of this Agreement.

12) That nothing contained at present demised or transfer by the owner in favour of the Purchaser nor this Agreement shall be constructed to be a transaction in the nature of the part performance without the meaning of section 53A of the Transfer of Property Act such demise of transfer to take effect only after fully payment of the consideration agreed to be paid by the Purchaser to the Vendor.

13) That this Agreement is personal to the Purchaser and the Purchaser agrees not sell or transfer or assign this agreement or the benefit attached thereto without the consent in writing of the Vendor.

14) The Purchaser has agreed to pay any extra charges if any extra work to be done by the Vendor at the requests of the Purchaser.

15) The Purchaser hereby covenants with the Vendor as follows :-

- i) Not to create any interference or obstruction or impediment in the construction of the said building/flat by the Vendor.
- ii) Not to claim any right over the said premises or other parts of the building except the said flat and common areas.
- iii) Not to do any act did or thing whereby the Vendor is prevented from selling assigning or disposing of any other portion in the said building of the said premises.
- iv) Not to cause or make obstruction or interference with the free ingress and egress from the said building or the said premises.
- v) The Purchaser shall not create any obstruction or make any interference with the sell of garage/car

parking space by the Vendor to any person or persons.

- vi) The Purchaser binds him to pay regularly every month for payment of his share of Municipal Tax and other tax all outgoing for the service, maintenance and management of the building from the date of taking possession of the flat by the Purchaser. The Purchaser shall bear proportionate charges for bringing main electric line/meter into the building from W.B.S.E.B. and also for cost of electric transformer and its installation charges an amount of **Rs. ___/- per Sq.ft.** in the building (excluding security deposit charges of the W.B.S.E.B. and other charges).
- vii) The Purchaser shall not do any addition and in the flat/building without written permission from the Landlords and their Engineer.
- viii) The Purchaser shall be a member of the Association of Apartments, which shall be formed afterwards by all the flat owners under the

provisions of W.B. Apartment Ownership Act, 1972.

- ix) The Purchaser shall kept an amount of **Rs. ____/- per Sq.ft.** with the Vendor towards security deposit for maintenance and management of the building, the same amount will be handed over to the flat owners Association after formation of the same, but until forming Flat Owners Association, Purchaser is bound to pay maintenance charges to the Landlord at Landlord's will.
16. i) The Vendor hereby agreed and covenants with the Purchaser that the agreement between the land owners and the Vendor is still valid, subsisting and in full force.
- ii) The Vendor has full right and authority to deal and sell the other than said flat/unit/space, garage, parking space in the said building to be constructed as also the proportionate share in the said land to the various Purchaser.

- iii) The Vendor shall make construction of the said flat with good materials and in accordance with the sanctioned plan of the Rajarhat Gopalpur Municipality.
- iv) The Vendor shall deliver the possession of the said flat to the purchaser upon receiving the entire consideration money from the purchaser and also execute and register the Deed of Conveyance in favour of the Purchaser at the cost of the Purchaser.

17. It is clearly understood by and between the parties that the final measurement of the flat will be taken by jointly with the Vendor's engineer and the Purchaser on or before the delivery of possession and if the area of the flat differ from the area already mentioned in this Agreement in the event the total consideration price will be charges accordingly.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of demarcated plot of sali land measuring 11 (Eleven) Cottahs 5 (Five) Chittaks 26 (Twenty Six) Sq.ft. be the same a little more or less of land be the same or little more or less lying and situated at Mouza Gopalpur, J. L. No. 2, Re. Sa No. 140, Touzi No. 125B1,

Police Station Airport, comprised in R. S. Dag No. 2895, 2903, and 2911 under L. R. Khatianh No. 10368 and 3109, A.D.S.R. Bidhannagar, Salt Lake City within the local limits of Rajarhat Gopalpur Municipality in Ward No. 3 at present 5 in the District of North 24-Parganas. The details of which are given below :

<u>R. S. Dag NO.</u>	<u>L. R. Khatian No.</u>	<u>Area</u>	<u>Nature of Land</u>
2895	10368	1 Cottah 11 Chittaks 0 Sq.ft	Sali
2903	10368	1 Cottah 1 Chittaks 25Sq.ft	Sali
2911	10368 & 3109	8 Cottah 9 Chittaks 1 Sq.ft	Sali
Total		11 Cottah 5 Chittaks 26 Sq.ft	

Demarcated in on plan attached herewith, which is butted and bounded as follows :

ON THE NORTH : By

ON THE SOUTH : By

ON THE EAST : By

ON THE WEST : By

TOGETHER WITH all easement rights and all other rights, appurtenances and inheritances for access and user of the said property and also with the benefit of the sanction plan.

THE SECOND SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE FLAT/UNIT)

ALL THAT flat measuring _____ **Square Feet** super built up area at the _____ **Floor** being **Flat No.** _____, **along with one covered Car Parking Space measuring about _____ Sq.ft. at the ground floor**, against payment of allotment money by the developers of the building known as together with right to use the common areas parts and facilities and undivided undemarcated proportionate share in the land described in the first schedule written hereinabove and butted and bounded of Flat :-

Flat No. _____

ON THE NORTH : By

ON THE SOUTH : By

ON THE EAST : By

ON THE WEST : By

THE THIRD SCHEDULE ABOVE REFERRED TO
(MODE OF PAYMENT)

<u>Sl.No.</u>	<u>Particular</u>	<u>Amount</u>
01.	At the time of Agreement	
02.	Within _____, 2015	Rs.
03.	Within _____, 2015	Rs.
04.		

Q4.	Balance amount will be paid at the time of delivery of possession/registration of Sale Deed of the sale Flat	Rs.
	FLAT VALUE	
	Transformer Charges (Extra)	
	Maintenance Charges (Extra)	
	Service Charges (Tax)	

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON PARTS AREAS AND FACILITIES)**

1. The foundation footings, columns, girder, beams, supports, exterior walls of the complex beyond the unit side of the interior load bearing walls within the said complex.
2. Stairways, staircase, stair landings, passage and exterior doors within the said building which are parts of the said flat.
3. Water pumps motor with installation.
4. Deep tube well, water pump, overhead tanks, water pipes and other common plumbing installations and space required thereto.
5. Electrical wiring, motor and fittings fixtures for lighting the stair case lobby and other common parts (excluding those as are installed for any particulars flat/unit) and

- space required thereto, but including the right of roof and/or terrace of the building
6. Drains and sewers from the premises to the Municipal duct.
 7. Water sewerage and drainage evacuation pipes from the flat to the drains, rain water pipe and sewers common to the premises.
 8. Parking space for two wheelers.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION AND FOUNDATION)

FOUNDATION	: R.C.C. foundation and frame structure G+___ storied building.
LIFT	: Lift facility shall be provided.
WALLS	: Brick work in all external walls 8" thick and all inside partition walls are 5" and 3" inches thick with cement mortar.
FLOORS	: Bed Rooms, Verandah/Balcony Living/Dining floors finished with good quality Marble or vertified tiles, ceramic tiles.
INTERNAL WALLS	: Internal Walls and ceilings to be finished with plaster of paris with one plastic cost cement primer, two coats of

plastic paint (white).

- EXTERNAL WALLS & CEILINGS** : External wall will be finished.
- DOORS** : Door frames shall be of good quality sal wood, main entrance door and all other doors will be of commercial ply flush door. On the main door and floor lock shall be provided. All wooden surfaces shall be painted with one coat primer only.
- WINDOWS** : Standard sliding Aluminium window with glass panels including Box Steel Grill.
- KITCHEN** : Platform with green marble or granite & wall at platform will be 2' ft height decorated tiles. Floor will be finished with glazed Tiles or Marble.
- TOILET** : Good quality tiles provided in floor and all sides of walls upto 6' ft. height and door with wooden flush. One European type W.C. will be provided and another Anglo-Indian will be provided if required.

- EXTERNAL PLUMBING** : All external soil, vent and waste water and rain water pipes of PVC.
- ELECTRICAL** : All electrical line will be conceal with copper wire, Bed rooms, will be provided 3 Light point, 1 Fan, point, one plug point,
- DINING CUM LIVING** : Room 4 Light point, 1 fan point, 2 plug point, YV Point, Fridge Point shall be provided.
- KITCHEN** : 2 Light point, 1 Exhaust Fan point, 1 Power Point.
- TOILET** : 1 Light point, 1 Exhaust Fan point, 1 Geyser Point.
- BALCONY** : 1 Light point, Common light point for stairs and common service area.
- T.V. & TELEPHONE** : One T.V. Point and one telephone point, internet point, intercom point will be provided in living room and rooms.
- WATER SUPPLY** : One underground and one overhead water reservoir will be provided with adequate capacity of pump.

GENERAL INFORMATION : Any extra work, addition or alteration in the flats other than our standard specification shall be done subject to the approved of the consulting

engineer. The requisite extra cost shall be borne by the Purchaser and such cost shall be deposited to the Developer before the execution of work.

All charges as per the quotation of the W.B.S.E.B. regarding installation of meter (common and individual) and cost installation of transformer as per the quotation of W.B.S.E.B. shall be borne by the Purchaser. All balcony railings and windows grill as per our Architects design.

N.B. The layout and specification given above are tentative and subject to minor a liberation and modification on account of technical reasons without any reference.

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

SIGNED, SEALED AND DELIVERED

in the presence of :-

1.

SIGNATURE OF THE VENDOR

2.

SIGNATURE OF THE PURCHASER

Drafted and prepared by

Sibabrata Sinha,

Advocate

Small Causes Court,
Bar Association, Kolkata

MEMO OF PART CONSIDERATION

SIGNATURE OF THE VENDOR

WITNESSES :-