

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this the day of August, Two
Thousand Seventeen (2017)

AMONG,

(1) SMT. PRANATI ROY (PAN AFWPR7201M) widow of late Bimal Roy
(2) SRI TIRTHANKAR ROY (PAN AHKPR2759L) & **(3) SRI SUBHANKAR ROY** (PAN AWXPR5036J), both are sons of late Bimal Roy, all are by faith Hindu, by Nationality Indian, by occupation business, all are residing at 17/13, Ghanashyam Banerjee Road, (Patna Thakurtala), P.O. & P.S. Nimta, Kolkata-700049, District North 24 Parganas all vendors represented by their constituted attorney any two out of **(1) SRI KRISHNENDU BASU**, (PAN AGZPB7535Q) son of late Rathindra Chandra Basu, by caste Hindu, by occupation business, residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas, **(2) SMT. SUMITRA BASU** (PAN AJKPB0847K) wife of Sri Krishnendu Basu, by religion Hindu, by Nationality Indian, by occupation business residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata - 700 056, District North 24 Parganas and its sub partner of this project only **(3) SRI GAUTAM KAR** (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas vide registered Development Power of Attorney dated 25th January 2017 and registered at the Office of the Additional District Sub-Registrar, Belghoria, North 24 Parganas and recorded in Book No. I, Volume No. 1526-2017, Pages 5918 to 5941, Being No. 152600192 for the year 2017 hereinafter collectively called the **"VENDORS/LANDOWNERS"** (which expression or term 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**

AND

SMT/SRI. (PAN) **son/wife** of Sri/smt., by Nationality Indian, by occupation- residing at hereinafter 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 heirs, executors, administrators, representatives and assigns) of the **SECOND PART**

AND

M/S. EN-SUIT REALTORS, (PAN AADFE2088B) a partnership firm constituted under Indian Partnership Act, 1932, having its office at 27, B. N. Ghosal Road, Belghoria, Kolkata-700056 being represented by its any two partners namely **(1) SRI KRISHNENDU BASU**, (PAN AGZPB7535Q) son of late Rathindra Chandra Basu, by caste Hindu, by occupation business,

residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas, **(2) SMT. SUMITRA BASU** (PAN AJKPB0847K) wife of Sri Krishnendu Basu, by religion Hindu, by Nationality Indian, by occupation business residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata - 700 056, District North 24 Parganas and its sub partner of this project only **(3) SRI GAUTAM KAR** (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **OTHER PART**

WHEREAS by a bengali deed of Kobala dated 06th August 1993 and made between the Sri Rabindra Nath Ghosh son of later Panchu Ghosh @ Panchanan Ghosh of Patna, Uttar Nimta, Kolkata-700049 therein referred to as the vendor of the one part and Sri Bimal Roy son of late Abinash Chandra Roy of G.B. Road, Kolkata-700049 therein referred to as the purchaser of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 4613 for the year 1993 wherein the said Sri Rabindra Nath Ghosh sold, transferred and conveyed his right, title and interest of all that land measuring an area of 6 (six) cottahs 9 (nine) chhatacks 3 (three) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 96, R.S. Khatian No. 1382, under North Dum Dum Municipality, lying and situated at Holding No. 96, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas unto and in favour of the said Sri Bimal Roy

AND WHEREAS by another bengali deed of Kobala dated 02nd February 1998 and made between the said Sri Rabindra Nath Ghosh son of later Panchu Ghosh @ Panchanan Ghosh of Patna, Uttar Nimta, Kolkata-700049 therein referred to as the vendor of the one part and Sri Bimal Roy son of late Abinash Chandra Roy of G.B. Road, Kolkata-700049 therein referred to as the purchaser of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 526 for the year 1998 wherein the said Sri Rabindra Nath Ghosh sold, transferred and conveyed his right, title and interest of all that land measuring an area of 7 (seven) cottahs 12 (twelve)

chhattacks 37 (thirty seven) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 99, R.S. Khatian No. 1382, under North Dum Dum Municipality, lying and situated at Holding No. 12, P.S. Nimta, District North 24 Parganas unto and in favour of the said Sri Bimal Roy

AND WHEREAS by way of aforesaid two bengali deed of kobala the said Sri Bimal Roy absolutely seized and possessed as absolute owner of all that land measuring an area of 14 (fourteen) cottahs 5 (five) chhattacks 40 (forty) square feet be the same a little more or less and duly mutated his name before the concerned B.L. & L.R.O. as well as North Dum Dum Municipality and presently the said property has been reassessed and renumbered appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag Nos. 96 & 99, R.S. Khatian No. 1382, Hal Khatian No. 2575, lying and situated at Holding Nos. 10(3) & BH 4(8/1/13), Ghanashyam Banerjee Road, under North Dum Dum Municipality, Ward No. 6, P.S. Nimta, District North 24 Parganas

AND WHEREAS by a bengali deed of Kobala dated 02nd May 1990 and made between the said Sri Shambhu Nath Ghosh, Sri Ashok Kumar Ghosh, Sri Rabindra Nath Ghosh, Sri Prasanta Kumar Ghosh@ Sri Dhruba Kumar Ghosh, Sri Deb Kumar Ghosh @ Sri Deba Prasad Ghosh, Smt. Chaina Ghosh and Smt. Sudha Ghosh(Saha) therein jointly referred to as the vendors of the one part and Smt. Pranati Roy the land owner no. 1 herein and therein referred to as the purchaser of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 2241 for the year 1990 wherein the said Sri Shambhu Nath Ghosh & others sold, transferred and conveyed their right, title and interest of all that land measuring an area of 1 (one) cottah 14 (fourteen) chhattacks 31 (thirty one) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 95, Sabek Khatian No. 1435, R.S. Khatian No. 2244/2245 & all that land measuring an area of 0 (zero) cottah 2 (two) chhattacks 4 (four) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 92, R.S. Khatian No. 1397 & all that land measuring an area of 3 (three) cottahs 7 (seven) chhattacks 36 (thirty six) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 93, R.S. Khatian Nos. 2046 & 2047, totaling to **5 (five) cottahs 8 (eight) chhattacks 26 (twenty six) square feet** be the same

a little more or less under North Dum Dum Municipality, Holding No. 39, P.S. Nimta, District North 24 Parganas unto and in favour of the said Smt. Pranati Roy

AND WHEREAS by another bengali deed of Kobala dated 06th August 1993 and made between the said Sri Rabindra Nath Ghosh son of late Panchu Ghosh @ Panchanan Ghosh therein referred to as the vendor of the one part and Smt. Pranati Roy the land owner no. 1 herein and therein referred to as the purchaser of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 4614 for the year 1993 wherein the said Sri Rabindra Nath Ghosh sold, transferred and conveyed his right, title and interest of all that land measuring an area of 1 (one) cottah 11 (eleven) chhattacks 43 (forty three) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 97, R.S. Khatian No. 1382 & all that land measuring an area of 0 (zero) cottah 6 (six) chhattacks 42 (forty two) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 96, R.S. Khatian No. 1382 totaling to 2 (two) cottahs 2 (two) chhattacks 40 (forty) square feet be the same a little more or less under North Dum Dum Municipality, Holding No. 64, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas unto and in favour of the said Smt. Pranati Roy

AND WHEREAS Smt. Rikta Roy widow of late Anil Roy and Smt. Pranati Roy daughter of late Anil Roy are the joint owners of all that land measuring an area of 2 (two) cottah 00 (zero) chhattacks 00 (zero) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag No. 92, R.S. Khatian No. 1397 & all that land measuring an area of 6 (six) cottahs 10 (ten) chhattacks 18 (eighteen) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag No. 98, R.S. Khatian No. 658 totaling to 8 (eight) cottahs 10 (ten) chhattacks 18 (eighteen) square feet be the same a little more or less under North Dum Dum Municipality, Holding No. B-H-3 (8/1/1) and 199 (436), Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas by way of inheritance from Anil Roy their predecessor in interest

AND WHEREAS by another bengali deed of Gift dated 18th February 2015 and made between the Smt. Rikta Roy widow of late Anil Roy therein

referred to as the donor of the one part and Smt. Pranati Roy the land owner no. 1 herein and therein referred to as the donee of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 1546 for the year 2015 wherein the said Smt. Rikta Roy gifted, transferred and conveyed her undivided 50 % right, title and interest of all that land measuring an area of 2 (two) cottah 00 (zero) chhatacks 00 (zero) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag No. 92, R.S. Khatian No. 1397 & all that land measuring an area of 6 (six) cottahs 10 (ten) chhatacks 18 (eighteen) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag No. 98, R.S. Khatian No. 658 totaling to 8 (eight) cottahs 10 (ten) chhatacks 18 (eighteen) square feet be the same a little more or less under North Dum Dum Municipality, Holding No. B-H-3 (8/1/1) and 199 (436), Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas i.e. all that land measuring an area of 1 (one) cottah 00 (zero) chhatacks 00 (zero) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag No. 92, R.S. Khatian No. 1397 & all that land measuring an area of 3 (three) cottahs 5 (five) chhatacks 9 (nine) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag No. 98, R.S. Khatian No. 658 totaling to 4 (four) cottahs 5 (five) chhatacks 09 (nine) square feet be the same a little more or less under North Dum Dum Municipality, Holding No. B-H-3 (8/1/1) and 199 (436), Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas unto and in favour of the said Smt. Pranati Roy

AND WHEREAS by way of aforesaid two bengali deed of kobala & one deed of gift the said Smt. Pranati Roy absolutely seized and possessed as absolute owner of all that land measuring an area of 16 (sixteen) cottahs 05 (five) chhatacks 39 (thirty nine) square feet be the same a little more or less and duly mutated her name before the concerned B.L. & L.R.O. as well as North Dum Dum Municipality and presently the said property has been reassessed and renumbered appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag Nos. 95,92,93,97,96 & 98, R.S. Khatian No. 2244/2245, 1397, 2046,2047, 1382,1397 & 658, Hal Khatian No. 2576, lying and situated at Holding Nos. BH 3(8/1/1), 9(2), 17(13) & 191(436), Ghanashyam Banerjee Road, under North Dum Dum Municipality, Ward No. 6, P.S. Nimta, District North 24 Parganas

AND WHEREAS by a bengali deed of Kobala dated 30th May 2005 and made between the said Sri Kesto Ghosh, Sri Mohon Ghosh, Smt. Bijoli Ghosh, Sri Pintu Ghosh, Sri Mrityunjoy Ghosh, Smt. Putul Guha, Smt. Baby Ghosh, Smt. Minati Ghosh, Sri Sintu Ghosh, Sri Netai Ghosh, Sri Gour Ghosh, Smt. Pratima Some, Smt. Kalpana Ghosh, Sri Sanjoy Ghosh, Sri Debasis Ghosh, Smt. Mili Ghosh & Smt. Sharmila Ghosh therein jointly referred to as the vendor of the one part and Sri Tirthankar Roy the land owner no. 2 herein and therein referred to as the purchaser of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 9418 for the year 2005 wherein the said Sri Kesto Ghosh & others sold, transferred and conveyed his right, title and interest of all that land measuring an area of 10 (ten) cottahs 04 (four) chhattacks 19 (nineteen) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 100, R.S. Khatian No. 613, under North Dum Dum Municipality, Ward No. 6, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas unto and in favour of the said Sri Tirthankar Roy

AND WHEREAS by way of aforesaid bengali deed of kobala the said Sri Tirthankar Roy absolutely seized and possessed as absolute owner of all that land measuring an area of 10 (ten) cottahs 04 (four) chhattacks 19 (nineteen) square fee be the same a little more or less and duly mutated his name before the concerned B.L. & L.R.O. as well as North Dum Dum Municipality and presently the said property has been reassessed and renumbered appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 100, R.S. Khatian No. 613, Hal Khatian No. 2654, under North Dum Dum Municipality, Ward No. 6, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas

AND WHEREAS by a bengali deed of Kobala dated 30th May 2005 and made between the said Sri Kesto Ghosh, Sri Mohon Ghosh, Smt. Bijoli Ghosh, Sri Pintu Ghosh, Sri Mrityunjoy Ghosh, Smt. Putul Guha, Smt. Baby Ghosh, Smt. Minati Ghosh, Sri Sintu Ghosh, Sri Netai Ghosh, Sri Gour Ghosh, Smt. Pratima Some, Smt. Kalpana Ghosh, Sri Sanjoy Ghosh, Sri Debasis Ghosh, Smt. Mili Ghosh & Smt. Sharmila Ghosh therein jointly referred to as the vendor of the one part and Sri Subhankar Roy the land owner no. 2 herein and therein referred to as the purchaser of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 9419 for the year 2005

wherein the said Sri Kesto Ghosh & others sold, transferred and conveyed his right, title and interest of all that land measuring an area of 07 (seven) cottahs 01 (one) chhattack 00 (zero) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag Nos. 100 & 101, R.S. Khatian No. 613, under North Dum Dum Municipality, Ward No. 6, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas unto and in favour of the said Sri Subhankar Roy

AND WHEREAS by way of aforesaid bengali deed of kobala the said Sri Subhankar Roy absolutely seized and possessed as absolute owner of all that land measuring an area of 07 (seven) cottahs 01 (one) chhattack 00 (zero) square feet be the same a little more or less and duly mutated his name before the concerned B.L. & L.R.O. as well as North Dum Dum Municipality and presently the said property has been reassessed and renumbered appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag Nos. 100 & 101, R.S. Khatian No. 613, Hal Khatian No. 2655, under North Dum Dum Municipality, Ward No. 6, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas

AND WHEREAS by a bengali deed of Kobala dated 30th May 2005 and made between the said Sri Kesto Ghosh, Sri Mohon Ghosh, Smt. Bijoli Ghosh, Sri Pintu Ghosh, Sri Mrityunjoy Ghosh, Smt. Putul Guha, Smt. Baby Ghosh, Smt. Minati Ghosh, Sri Sintu Ghosh, Sri Netai Ghosh, Sri Gour Ghosh, Smt. Pratima Some, Smt. Kalpana Ghosh, Sri Sanjoy Ghosh, Sri Debasis Ghosh, Smt. Mili Ghosh & Smt. Sharmila Ghosh therein jointly referred to as the vendor of the one part and Sri Tirthankar Roy & Sri Subhankar Roy the land owner no. 2 & 3 herein and therein jointly referred to as the purchasers of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 9420 for the year 2005 wherein the said Sri Kesto Ghosh & others sold, transferred and conveyed his right, title and interest of all that land measuring an area of 02 (two) cottahs 05 (five) chhattack 11 (eleven) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag Nos. 100 & 101, R.S. Khatian No. 613, under North Dum Dum Municipality, Ward No. 6, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas unto and in favour of the said Sri Tirthankar Roy & Sri Subhankar Roy

AND WHEREAS by way of aforesaid bengali deed of kobala the said Sri Tirthankar Roy & Sri Subhankar Roy absolutely seized and possessed as

absolute owner of all that land measuring an area of 02 (two) cottahs 05 (five) chhattach 11 (eleven) square feet be the same a little more or less and duly mutated his name before the concerned B.L. & L.R.O. as well as North Dum Dum Municipality and presently the said property has been reassessed and renumbered appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag Nos. 100 & 101, R.S. Khatian No. 613, under North Dum Dum Municipality, Ward No. 6, Holding No. BH-162(533/1), Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas

AND WHEREAS in the event that have happened the said **Sri Bimal Roy, Smt. Pranati Roy, Sri Tirthankar Roy, Sri Subhankar Roy & Sri Tirthankar Roy & Sri Subhankar Roy** are thus now seized and possessed their respective demarcated portion as absolute owner

AND WHEREAS the said **Sri Bimal Roy, Smt. Pranati Roy, Sri Tirthankar Roy & Sri Subhankar Roy** had decided to develop their respective property after amalgamation into a single holding and to erect a **G + Four Storied** commercial cum residential building thereat in different five block, duly proposed the Developer to plan development of the said property after demolition of the existing old dwelling house and by constructing a new **G + Four Storied** in different five block residential-cum-commercial building thereon comprising of self-contained residential flats/units / shops / garages etc. on ownership basis according to the sanctioned building plan to be duly sanctioned by the **North Dum Dum Municipality**.

AND WHEREAS SRI BIPLAB ROY son of Late Puspa Ranjan Roy, and SRI KRISHNENDU BASU, son of Late Rathindra Chandra Basu, jointly on 15th October 2010 formed a Partnership Firm in the name and style of M/S. EN-SUIT REALTORS,(PAN AADFE2088B) having its office at 27, B. N. Ghosal Road, Belghoria, Kolkata-700056

AND WHEREAS the said M/S. EN-SUIT REALTORS inducted SRI GAUTAM KAR (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas as sub partner only for this project and accordingly executed a deed on 1st December 2014 the terms and condition fully mentioned therein

AND WHEREAS the said **Sri Bimal Roy, Smt. Pranati Roy, Sri Tirthankar Roy & Sri Subhankar Roy** on 31st March 2015 executed and

registered a Development Agreement with the **M/S. EN-SUIT REALTORS**,(PAN AADFE2088B) a partnership firm constituted under Indian Partnership Act, 1932, having its office at 27, B. N. Ghosal Road, Belghoria, Kolkata-700056 being represented by its partners represented by its partners **(1) SRI BIPLAB ROY**,(PAN ADIPR2583G) son of Late Puspa Ranjan Roy, by caste Hindu, by occupation business, residing at 15, Chowdhury Para Lane, P.O. & P.S. Belghoria, Kolkata –700056, District North 24 Parganas and **(2) SRI KRISHNENDU BASU**, (PAN AGZPB7535Q) Son of Late Rathindra Chandra Basu, by caste Hindu, by occupation business, residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata – 700 056, District North 24 Parganas and its sub partner of this project only **(3) SRI GAUTAM KAR** (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas in Book No. I, CD Volume No. 9, Pages from 746 to 786, Being No. 03356 for the year 2015 the terms and condition fully mentioned in the said Development Agreement dated 31st March 2015

AND WHEREAS in the even date i.e 31st March 2015 a Development Power of Attorney also executed and registered by the said **Sri Bimal Roy, Smt. Pranati Roy, Sri Tirthankar Roy & Sri Subhankar Roy** in favour of the said **M/S. EN-SUIT REALTORS**,(PAN AADFE2088B) a partnership firm constituted under Indian Partnership Act, 1932, having its office at 27, B. N. Ghosal Road, Belghoria, Kolkata-700056 being represented by its partners represented by its partners **(1) SRI BIPLAB ROY**,(PAN ADIPR2583G) son of Late Puspa Ranjan Roy, by caste Hindu, by occupation business, residing at 15, Chowdhury Para Lane, P.O. & P.S. Belghoria, Kolkata –700056, District North 24 Parganas and **(2) SRI KRISHNENDU BASU**, (PAN AGZPB7535Q) Son of Late Rathindra Chandra Basu, by caste Hindu, by occupation business, residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata – 700 056, District North 24 Parganas and its sub partner of this project only **(3) SRI GAUTAM KAR** (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas in Book No. I, CD Volume No. 9, Pages from 866 to 884, Being No. 03360 for the year 2015 the terms and condition fully mentioned in the said Development Power of Attorney dated 31st March 2015

AND WHEREAS in terms of the herein before in part recited Deed of Development Agreement all those holdings amalgamated in to a single holding being Holding No. 162(533/1), Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas and a building plan was duly sanctioned being No. 612/2016-2017 dated 03.11.2016 from the **North Dum Dum Municipality**

AND WHEREAS one of the land owner of the said premises Bimal Roy son of late Abinash Chandra Roy died intestate on 14th December 2016 leaving behind his widow Smt. Pranati Roy and his two sons namely Sri Tirthankar Roy & Sri Subhankar Roy as his only legal heirs/ heiress under the Hindu Succession Act 1956, the land owners herein of the

AND WHEREAS in the event that have happened the said Smt. Pranati Roy, Sri Tirthankar Roy & Sri Subhankar Roy are thus now absolute owner of all that land measuring an area of **02 (two) bighas 10 (ten) cottahs 06 (six) chhattack 19 (nineteen) square feet** be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag Nos. 92,93, 95,96,97,98,99,100 & 101, R.S. Khatian Nos. 613, 658, 1382, 1397, 2046, 2047, 2244 & 2245, Hal Khatian Nos. 2575, 2576, 2654 & 2655, lying and situated at Holding No. 162(533/1), Ghanashyam Banerjee Road, under North Dum Dum Municipality, Ward No. 2, P.S. Nimta, District North 24 Parganas

AND WHEREAS on 31st March 2016 one of the partner of the firm **M/S. EN-SUIT REALTORS** namely **SRI BIPLAB ROY**,(PAN ADIPR2583G) son of Late Puspa Ranjan Roy, by caste Hindu, by occupation business, residing at 15, Chowdhury Para Lane, P.O. & P.S. Belghoria, Kolkata –700056, District North 24 Parganas duly tendered his resignation and/or retired from the partnership firm after inducted one new partner namely **SMT. SUMITRA BASU** (PAN AJKPB0847K) wife of Sri Krishnendu Basu, by religion Hindu, by Nationality Indian, by occupation business residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata – 700 056, District North 24 Parganas and accordingly accounts of the firms has been settled as on 31st March 2016

AND WHEREAS in the event of the retirement of partner Sri Biplab Roy and induction of a new partner Smt. Sumitra Basu and various other reason for smooth execution of the said Development Agreement dated 31st day of March 2015 both the Landowners and the other partners of the En-Suit

Realtors decided to cancel the Development Agreement by way of execution of Deed of Cancellation of the Development Agreement as well as Power of Attorney dated 31st March 2015, executed by both the parties which was got registered on 20th January 2017 in the Office of the Additional District Sub Registrar, Belghoria, North 24 Parganas, and recorded in Book No. I, Being No. 152600170 for the year 2017

AND WHEREAS the land owners herein further expressed their desire to continue the development work of their property and to erect different five block of G + Four storied commercial cum residential building thereat comprising of self-contained residential flats/units/shops/garages etc. on ownership basis according to the building plan being no. 612/2016-2017 dated 03.11.2016 sanctioned by the **North Dum Dum Municipality** and coming to know such desire the Developer herein has agreed to Develop and construct buildings as per the sanction plan

AND WHEREAS on 25th January, 2017 the owners herein executed and registered a Development Agreement with the **M/S. EN-SUIT REALTORS**, (PAN AADFE2088B) a partnership firm constituted under Indian Partnership Act, 1932, having its office at 27, B. N. Ghosal Road, Belghoria, Kolkata-700056 being represented by its any two partners namely **(1) SRI KRISHNENDU BASU**, (PAN AGZPB7535Q) son of late Rathindra Chandra Basu, by caste Hindu, by occupation business, residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas, **(2) SMT. SUMITRA BASU** (PAN AJKPB0847K) wife of Sri Krishnendu Basu, by religion Hindu, by Nationality Indian, by occupation business residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata – 700 056, District North 24 Parganas and its sub partner of this project only **(3) SRI GAUTAM KAR** (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas and registered at the office of the Additional District Sub Registrar, Belghoria, North 24 Parganas entered in Book No. I, Volume No. 1526-2017, Pages from 5765 to 5807, Being No. 152600185 for the year 2017 for such purposes under the terms and conditions mentioned therein

AND WHEREAS in terms of the said Development Agreement the Owners herein on the same date i.e. 25th January, 2017 executed a Development Power of Attorney in favour of any two out of **(1) SRI KRISHNENDU BASU**, (PAN AGZPB7535Q) son of late Rathindra Chandra Basu, by caste Hindu, by

occupation business, residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas, **(2) SMT. SUMITRA BASU** (PAN AJKPB0847K) wife of Sri Krishnendu Basu, by religion Hindu, by Nationality Indian, by occupation business residing at Flat No. A-2, 2nd floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata - 700 056, District North 24 Parganas and its sub partner of this project only **(3) SRI GAUTAM KAR** (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas and registered at the Office of the Additional District Sub-Registrar, Belghoria and recorded in Book No. I, Volume No. 1526-2017, Pages 5918 to 5941, Being No. 152600192 for the year 2017

AND WHEREAS in pursuance of the said plan sanctioned by the **North Dum Dum Municipality** and in accordance with the Development Agreement the Developer duly started the construction fully mentioned in the First Schedule hereunder written and has provided a Flat **Being Flat No.**, measuring a carpet area Sq.Ft., Built up area Sq.Ft., Balcony area sq.ft. more or less on the **portion** on the **Floor** from **Block-.....** (herein after referred to as the said Flat) and a Garage **Being Garage No.**, measuring carpet area Sq.Ft., Built up area Sq.Ft., Balcony area sq.ft. more or less on the **portion** on the **ground Floor** from **Block-.....** (herein after referred to as the said Garage) for Sale to the intending Purchaser from the developers allocation wherein the owner and 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 and garage** in the said building known as "....."

AND WHEREAS the Purchaser herein relying on the representation of the Owners and the Developers as stated herein has agreed to purchase a Flat **Being Flat No.**, measuring a carpet area Sq.Ft., Built up area Sq.Ft., Balcony area sq.ft more or less on the **portion** on the **Floor** from **Block-.....** (herein after referred to as the said Flat) and a Garage **Being Garage No.**, measuring a carpet area Sq.Ft., Built up area Sq.Ft., Balcony area sq.ft. more or less on the **portion** on the **Floor** from **Block-...** (herein after referred to as the said Garage) at or for the price of **Rs./- (Rupees only)** and other taxes

like service tax, GST 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 and the Developer will sell and the Purchaser shall purchase one flat of the Developer's allocation Flat **Being Flat No. 203**, measuring a carpet area Sq.Ft., Built up area Sq.Ft., Balcony area sq.ft. more or less on the **Facing** on the **Floor** from **Block-.....** (herein after referred to as the said Flat) and a Garage **Being Garage No.**, measuring carpet area Sq.Ft., Built up area Sq.Ft., Balcony area sq.ft.more or less on the **Facing** on the **Floor** from **Block-.....** (herein after referred to as the said Garage) fully mentioned in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said flat 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 **FOURTH SCHEDULE** hereunder written at a total consideration of **Rs.-(Rupees only)**. It is pertinent to mention that if any circular shall be published by the Government that all flat shall be sold by way of measuring carpet area in that case super built up area of above referred flat shall be converted in to carpet area and rate of the said flat per square feet shall be calculated above referred total consideration money divided by carpet area of the said flat.

2. That out of the said total consideration the Purchaser has paid as earnest money a sum of **Rs. 50,000/- (Rupees Fifty Thousand only)** by Cheque & cash as part of the total consideration and the Developer do hereby admit and acknowledge the receipt of the said sum. The balance amount of the sale consideration amounting to **Rs.-(Rupees only)** shall be paid by the Purchaser strictly as per the **SIXTH SCHEDULE** hereunder written which the Purchaser undertakes to pay particularly.

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 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 Developer shall

be refunded to the Purchaser within 6 (six) 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 flat and further shall have no right left to take any legal action against the Developer.

4. 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 Developer by a letter within 30 (thirty) days from the date of signing of this agreement and the 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 Developer. If the purchaser subsequently wants to alter or change the specification mentioned in the **FIFTH SCHEDULE** hereunder on that event the purchaser shall pay the differences to the Developer.

5. 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 Developer shall not be liable for any damage, interest and/or mesne profit because of such delay.

6. 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 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 on or before **30th August 2020** from the date execution of Agreement for Sale.

7. 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 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 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.

8. 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.

9. The Purchaser has prior to the execution of this Agreement 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.

10. 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 **FIFTH SCHEDULE** hereunder written.

11. 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.

12. 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 Developer to facilitate the constructional work and also co-operate the Developer/Co-Owner in the management and maintenance of the building and formation of the Association.

13. The Purchaser not to do anything whereby the Co-Purchaser/purchasers of the other portion of the building will be obstructed or prevented from quiet and exclusive enjoyment of their respective possession.

14. 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.

15. Once possession of the said flat is handed over by the 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 flat nor shall they make any claim in this behalf. It is hereby expressly agreed that the decision of the Architect of the 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.

16. Any notice required to be given by the 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.

17. Due to any unavoidable circumstances Act of God and due to strikes of any nature or any court's order or any order of any Govt., or semi Govt., authority, 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 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.

18. 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 Developer to keep smooth communication with the Purchaser.

19. 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 in the manner as follows:

a) In case of increase of the area.

The Purchaser shall pay Rs./- (Rupees) only per square feet for flat and Rs./- (Rupees) only for garage in addition to the agreed amount.

b) In case of decrease of the area.

Rs./- (Rupees) only per square feet for flat and Rs./- (Rupees) only for garage per square feet will be deducted from the price of the said flat & garage.

20. That from the date of delivery of possession of the flat the Purchaser further do hereby covenant with the Developer as follows: -

(a) The Purchaser shall not for any reason whatsoever obstruct 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 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 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 throw dirt, rubbish or garbage or permit the same to be thrown from the said flat in the compound or any portion of the said building in which the flat is situated nor to cause any nuisance or annoyance to the co- Purchasers.

(f) 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 Developer or the Association. The Purchaser shall be entitled to put nameplate on the out side of the main door.

(g) 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.

(h) Any delay or indulgences or forbearance on the part of the Developer in enforcing the terms of this Agreement or giving time/grace or relaxation to the Purchaser by the Developer shall not be construed as waiver on the part of the Developer of any breach or non compliance 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.

i) That the ultimate roof user right will be always with the residential Flat owners.

j) That the Deed of Conveyance shall be prepared and registered by the Developers Advocate and stamp duty, registration fees, miscellaneous charges together with advocate fees shall be borne by the Purchaser.

21. The 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 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.

22. The Developer at their own costs and expenses shall bring the main electric line in the premises and the purchaser shall pay Rs./- (Rupees) only to the Developer towards service charges of costs and expenses of main electric connection and flat owner/ owners shall bring their own electric meter at their own cost from the concerned Electricity Board. 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.

23. As mutually agreed both the parties the Flat will be complete in all respect from out side only. No inside fittings and Electrical fittings will be provided by the Developer

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring an area of **02 (two) bighas 10 (ten) cottahs 06 (six) chhattack 19 (nineteen) square feet** be the same a little more or less together with construction measuring an area of 15000 sq.ft. standing thereon appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag Nos. 92,93, 95,96,97,98,99,100 & 101, R.S. Khatian Nos. 613,658,1382,1397,2046,2047,2244 & 2245, Hal Khatian Nos. 2575,2576,2654 & 2655, lying and situated at Holding No. 162(533/1), Ghanashyam Banerjee Road, under North Dum Dum Municipality, Ward No. 6, P.S. Nimta, District North 24 Parganas and the same is butted and bounded as follows:-

ON THE NORTH BY :Property of Dipak Majumder & Devi Paul;

ON THE SOUTH BY : Partly 22'-00" wide Ghanashyam Banerjee Road & partly building of Shyamal Roy & Ratan Dey;

ON THE EAST BY : Municipality High drain &
ON THE WEST BY : 12'-00" wide Municipal Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a self-contained residential Flat **Being Flat No.**, measuring a carpet area Sq.Ft., Built up area Sq.Ft., Balcony area sq.ft more or less on the **portion** on the **Floor** from **Block-.....** and a Garage **Being Garage No.**, measuring a carpet area Sq.Ft., Built up area Sq.Ft., Balcony area sq.ft. more or less on the **portion** on the **Floor** of the **G Plus Four** storied building from **Block-.....** being Holding No. 162(533/1), Ghanashyam Banerjee Road, under North Dum Dum Municipality, Ward No. 6, P.S. Nimta, District North 24 Parganas, together with the undivided proportionate share, right, title, interest, possession of the said 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 roof right hereby agreed to sell and transfer by the Owners/Developer/ Confirming Parties to the Purchaser.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Cost of maintenance of common service & facilities)

1. Cost of maintenance, repairing, re-decorating etc. of the main structure and in particular the gutters, fresh and rain water-pipe drains, sewers, overhead water storage tanks, septic tank and electric wires, motors, generators and other appliances and passages in or under or upon the building and enjoyed or used by the Purchaser in common with the other occupiers of the building and the main entrance, passages landings, staircases of the building enjoyed by the Purchaser or used by him in common as aforesaid.
2. Cost of cleaning and lighting the passages, landing, **lift**, staircase and other parts of the building as enjoyed or used by the Purchaser in common as aforesaid.
3. Cost of working and maintenance of light and service charges.
4. Cost of maintenance and decorating the exterior of the building.
5. Municipal rates and taxes save those separately assessed.
6. Cost of charges of establishment for maintenance of the building and the salaries of all persons employed for the same.

7. All charges and deposit for supply of common facilities.
8. All legal expenses appertaining to the maintenances and protection of the said building and disputes regarding claims and/or demands from Municipality and/or local authorities.
9. All charges for maintaining the office for common purposes.

THE FOURTH SCHEDULE ABOVE REFERRED TO :
(COMMON RIGHT & FACILITIES)

1. The said land described in the First Schedule hereinabove written.
2. The foundation, columns, beams, supports, main walls, stair, stairways and entrances and exists of the building.
3. Concealed electrical wiring and fittings and fixtures for lighting in the staircase, common passage and other common areas in the building and the said land.
4. Drains and sewers from the building to the Municipal ducts.
5. Staircase and lobbies.
6. Water Pump and meter together with the space required therefore, deep tube well, overhead tank and distribution pipes from the tank to different units and from deep tube well to the overhead tank.
7. Water and evacuation pipes from the units to drains and sewers common to the building.
8. Boundary walls and main gate of the said land.
9. Lift &
10. Ultimate Roof.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Fixture & Fittings and Facilities to be provided in the residential Units)

WINDOWS & GRILLS : Aluminum Channel window combined with colour glass fittings. Square bar safety grill will be provided with window.

ELECTRICAL FITTINGS : Concealed wiring with Fenolex/Havels copper wire with Modular Switch. Total No. of points 2 Bed rooms flat is 26 and one A/c Point will be provided in Master Bed room.

LIFT :Automatic Lift made by GEE Elevators Capacity 5H passengers will be provided.

STAIR & LOBBY :Floor of Stair and lobby will be finished with quality marble.

DEEP TUBEWELL : Submersible pump will be provided.

OVERHEAD WATER TANK :Overhead Water Tank will be filled with water treatment plant.

COMMUNITY HALL :Community Hall will be filled with all electrical fittings and furnished with marble fittings.

COMMON AREA :Provided with adequate light and beautification of water body will be done.

STRUCTURE :

1. Construction will be with RCC framed Structure with Steel & Cement, Stonechips and sand as specified by the Engineer.
2. 200 mm thick peripheral wall both 125 mm & 75 mm thick partition walls with good quality bricks in same cement mortar. The building materials should be of standard quality.
3. Internal walls shall be finished with putty and sand-cement plaster work.
4. External wall be finished with designer cement case paint (weather coat).
5. All plumbing connection will be concealed in inside area and outer line with branded PVC (ORI/SUPREME/ASTRA).
6. Toilet : Indan type with commode with cistern (PARRYWARE/CERA) main toilet will be provided with branded fittings, one Bib-Cock, one .mixture point and one overhead shower point and geaser point, fittings will be provided with the brand Jaguar/Merc. Wall will be filled with 6 ft. glaze tiles with skirting. Living/Dining : One basin (while) with pillar cock..
7. Kitchen : Open type Cooking platform with table top granite with steel sink and 2 tap points. Wall glaze tile height will be 3 ft. with skirting.
8. Flooring : Floor of the whole flats will be with good quality vitrified tiles and 4 inches skirting.

9. Door : All doors frame will be provided with shal wooded 4"x2.5" size. Main door will be provided with ply & sun mica finished on tic wood base.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

Total consideration of the said flat is **Rs./-(Rupees only)**

1. Received as earnest money **Rs. 50,000/- (rupees fifty thousand only)** by cash/cheque fully mentioned in the Memo of Consideration.
2. 20% at the time of execution of Agreement for Sale
3. 10% at the time of each roof casting
4. 5% at the time of walling
5. 5% at the time of plastering
6. 5% at the time of flooring
7. Balance amount to be paid by the Purchaser to the Developer at or before execution/registration of Deed of Conveyance or handing over possession of the flat whichever is earlier.

IN WITNESS WHEREOF the 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 the presence of :

1.

2.

As Constituted Attorney of SMT.
PRANATI ROY SRI TIRTHANKAR ROY &
SRI SUBHANKAR ROY

SIGNATURE OF THE OWNERS

SIGNATURE OF THE PURCHASER

**SIGNATURE OF THE DEVELOPERS
/CONFIRMING PARTIES**

MEMO OF CONSIDERATION

RECEIVED by the within named Developers/Confirming Parties 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: -

SL. No.	Particulars			Amount (Rs).
	Date	Cheque No.	Bank Branch	

	Total		

(Rupees Fifty Thousand only)

WITNESSES: -

1.

2.

**SIGNATURE OF THE DEVELOPERS/
CONFIRMING PARTIES**

DATED THIS DAY OF AUGUST 2017

BETWEEN

SMT. PRANATI ROY & ORS.

...VENDORS

AND

SRI/SMT.

....PURCHASER

AND

M/S EN-SUIT REALTORS

...DEVELOPERS/

CONFIRMING PARTIES

AGREEMENT FOR SALE