

**THIS AGREEMENT FOR SALE is made on the ..... day of ....., 2019**

**BETWEEN**

**1) SNIGDHANEER CONSTRUCTION** (Pan No.AAMFS 1844E)of Tribeni Apartment, Garia Main Road, Kolkata – 700084,partners namely Sri.Bijan Bhattacharjee, Biman Bhattacharjee, Bidhan Bhattacharjee & Bipul Bhattacharjee,

**(2) SRLBIJAN BHATTACHARJEE**, (Pan No..AHEPB 0194M) (Mobile Nos. 9836029301)

**(3) SRL BIMAN BHATTACHARJEE**, (Pan No.AELPB 8208C) (Mobile No 9831077323)

**(4)SRLBIDHAN BHATTACHARJEE** ,(Pan No.AEPPB 0666Q)( Mobile No 9631658035)

**(5) SRL. BIPUL BHATTACHARJEE**, (Pan No AEGPB 1857E) (Mobile No 9831799994)

(2,3,4,& 5 ) all sons of Late Bimal Bhattacharjee

**(6) SMT. SUKLA BHATTACHARJEE**, W/o Sri.Bijan Bhattacharjee (Pan No AEFPB 6185G) (Mobile No 9836029301)

**(7) SMT. KALPANA BHATTACHARJEE**, W/o Sri. Biman Bhattacharjee,( Pan No ADHPB 5103F) ( Mobile No 9831799995)

**(8) SMT.SHRABANTI BHATTACHARJEE** W/o Bipul Bhattacharjee, ( Pan No ACNPC 6932E) ( Mobile No 98310799994)

**(9) MISS. MOUMITA BHATTACHARJEE**,D/o Sri.Bijan Bhattacharjee,( Pan No ANXPB 3089Q) (Mobile No 9836029301)

**(10) MISS. SANCHITA BHATTACHARJEE**, D/o Sri. Biman Bhattacharjee ( Pan No BIQPB 0259K) ( Mobile No 7044068995)

(2 & 10) all by faith Hindu and all are residing at Kalyani Villa ,Opposite Yuba Tirtha Club,Beside Srishti Appartment, Madhya Fartabad, E.M. Bye Pass , P.O.Garia, P.S.Sonarpur, Dist. 24 – Parganas (s) Kolkata – 700084,District South - 24 Paraganas .

**11) SRI BECHULAL MONDAL**, ( Pan No DCTPM 5470G) ( Mobile No 9433526708) son of Late Kali Charan Mondal residing at Balia, Garia, Kolkata – 700084.

**(12) SRI. PREMANGSHU MONDAL**, ( Pan No ACLPM 4513D) ( Mobile No 9869057512)

**(13) SRI DEBANGSHU MONDAL**, (Pan No AMEPM 2064N) ( Mobile No 9433108991)

**(14) SRI HIMANGSHU MONDAL**, (12,13, &14) all sons of Sri Bechulal Mondal residing at Balia, West , Kolkata – 700084. (Pan No AHXPM 7237M) ( Mobile No 8583042743)

**(15) SMT. LATIKA MONDAL** , ( Pan No BEOPM 9593M) (Mobile No 9038485286) daughter of Sri. Bechulal Mondal ,wife of Sri Bibekananda Mondal residing at Fartabad Garia, Kolkata – 700084.

**(16)SRI. DILIP MONDAL**, (Pan No.BEOPM 2019A) (Mobile No 9007018753/7044116153)

**(17) SRI TAPAN MONDAL** (Pan No CTUPM 9574Q) ( Mobile No 983068914)

**(18) SRI SWAPAN MONDAL** ( Pan No CZGPM 0850D) ( Mobile No 9830638914)

**(19) SRI KRISHNADHAN MONDAL**, (16,17,18 &19) all sons of Late Panchanan Mondal all are residing at West Balia, Garia, Kolkata – 700084 (Pan No CNEPM 2638D) (Mobile No 9051140708)

**(20) PATIT PABAN MONDAL**, son of Late Sudash Chandra Mondal residing at Balia, Garia, Kolkata –700084.( Pan No CUAPM 9099P) ( Mobile No 9830638914)

**(21) SRI. KAMALESH GOBINDA SEN**, S/o Late Sitesh Gobinda Sen residing at West Balia, Garia, P.S.Sonarpur, Dist. 24 – Parganas (s), Kolkata – 700084.( Pan No AKRPS 9256M) ( Mobile No 9903150821)

**(22) SMT. ARATI CHATTERJEE**, ( Pan No BMMPC 5622Q) (Mobile No 9800464858) W/o late Gourangadeb Chatterjee residing at Balia, Garia, Kolkata – 700084.**OWNERS**

(which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators representatives and assignees) of the party of **FIRST PART**. The Owners have granted a registered power of attorney vide Nos.2640/2007, 2307/2008, 110/2012, 2311/2008, 2312/2008, 499/2012 and 561/2018 in favour of Sri.Biman Bhattacharjee and Sri.Bidhan Bhattacharjee, both sons of Late Bimal Bhattacharjee, and residing at Kalyani Villa ,Opposite Yuba Tirtha Club, Beside Sristi Apartment, Madhya Fartabad, E.M. Bypass P.O. Garia, P.S.Sonarapur, District South 24 Paraganas ,Kolkata 700084

**23) SMT. BABY MONDAL** (PAN No :AMXPM30032FF) (Mobile Number : 9869057512) W/O Sri. Premangshu Mondal by occupation house Wife residing at West Balia,P.S. Narendrapur ,Kolkata 700084 ,

**AND**

**M/S SNIGDHANEER CONSTRUCTION** (Pan No AA,MFS 1844E) having its office at Tribeni Apartment, Garia Main Road, Kolkata – 700084 represented by its Partners (1) Sri Bijan Bhattacharjee. (2) Sri.Biman Bhattacharjee, (3) Sri Bidhan Bhattacharjee and (4) Sri.Bipul Bhattacharjee all sons of late Bimal Bhattacharjee all by faith Hindu, by occupation Business, by nationality Indian and residing at Kalyani Villa, Opposite Yuba

Tirtha Club , Beside Sristi Appartment ,Madhya Fartabad ,E.M. Bye -pass P.O. Garia, P.S.Narendrapur, Dist. 24 – Parganas (s) Kolkata – 700084 ,hereinafter referred to as the “**DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assignees )of the party of the **SECOND PART**;

**AND**

Sri.....(Pan No. .... ) S/o .....  
 ....., by occupation ....., by faith ....., and  
 ..... (Pan No ..... ) D/o .....  
 ....., by occupation ....., by faith .....  
 residing at .....hereinafter referred to as the “



**PURCHASERS"** (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assignees) of the party of the **THIRD PART.**

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

1. The developer agreed to sale and transfer in favour of the purchasers and the purchasers hereby agreed to purchase ALL THAT the Flat on 6<sup>th</sup> floor ,Flat No..... in Block – ....., having super- built-up area ..... sq.ft. more or less and ..... (.....)car Parking spaces measuring .....Sq.ft more or less in Ground Floor together with undivided proportionate share in land and common areas and facilities at or for a total consideration of Rs...../(Rupees .....only ) which includes costs of proportionate share of land.
2. The developer hereby agree and undertake to execute and register the Deed of conveyance for transfer of the said Flat in favour of the purchasers, provided the purchasers pays full consideration money regularly and punctually along with money as referred in para 5,6,and 7 hereinafter appearing.
3. The purchasers shall pay the legal charges of Rs. 10,000/- (Rupees Ten Thousand) only .
4. That the purchasers shall pay an additional amount of Rs.60,000/-(Rupees Sixty Thousand only) for each Flat to the Developer for proportionate cost of installation of Transformer and Generator in the premises and for installation of Main meters for common purpose .
5. The purchasers shall pay a further amount for installation of Individual Meter in the Flat as referred to in Para 28 hereinafter appearing and their amount will be decided by the W.B.S.E.D.C.L

6. That the purchasers shall also pay as deposit a sum of Rs.50,000/-(Rupees Fifty Thousand only) for each Flat to the Developer for maintenance fund of the building for two year.
7. The Developer will deliver possession of the Flat only on receipt of all the payments as in para 2,5,6, & 7 from the purchasers. The purchasers agreed to the said condition.
8. The purchasers shall have no right, title, interest and claim or demand whatsoever or howsoever in respect of the other part or portions of the said building or Blocks of the said premises excepting user of common passage, common parts.
9. That the purchasers shall not do any act, deed thing whereby the Construction or the development of the said building or property is in any way hindered or impeded with nor shall in any way commit prejudice to any of the terms and conditioned herein contained.
11. The purchasers shall have no right to sell, transfer, mortgage or assign the benefit of this agreement without prior consent of the Developer in writing. The purchasers may avail of the said rights only after taking possession and completing the registration process of the Flat.
12. That the purchasers paid a sum of Rs...../- ( Rupees ..... only) as advance to the Developer before agreement towards the consideration money and the balance of full purchase value is payable to the Developer strictly as in the manner specified in the 3<sup>rd</sup> schedule. The Developer shall not be responsible for any reasons whatsoever for non-payment of balance purchase value by the purchasers. The Developer will not handover the physical possession of the Flat mentioned above until the full payment, as per the schedule, mentioned below, is received by the Developer.
13. The Purchasers will be liable to pay, in addition to the consideration money as mentioned hereunder, the statutory liabilities of surcharge ,GST and Cess will be paid at the time of payment and also pay Income Tax on the deference between the agreement value and the market price at the time of registration of the deal.



14. The purchasers will be liable to pay any additional charges extra work difference value and change of government rules charge but Developer did not change agreement rules, the difference of prices that might cause due to price escalation during the pendency of the agreement. However if any additional charges are levied /enacted by the govt that is to be borne by the purchasers..
15. Time for payment is the vital part of the contract and the purchasers hereby agrees not to withhold payment for any reason whatsoever. The purchasers shall make all concluded agreement.
16. That all the amount which shall become due and payable to the second Party by the purchasers hereunder shall remain charged on the purchasers entire right, title and interest in the said Flat .
17. If the purchasers fails to make payment of any installment or installments on the stipulated dates the purchasers shall be liable to pay interest of 12% per annum and or part thereof on all sums money becoming due.
18. If such default shall continue for a period over 30 days, the developer shall have the lawful right to unilaterally terminate and cancel this agreement without any further notice as this agreement itself serves sufficient prior notice and after such cancellation the developer shall inform the purchasers accordingly. Thereafter the purchasers shall have no right in the Flat/Car parking space booked. The purchasers accept the same and shall not raise any objection or dispute thereon in future. After such cancellation the developer will refund the money paid by the purchasers within 180 days.
19. If the purchasers makes payment according to schedule of payment and if the Second party Fails to provided the Flat to the purchasers timely then the purchasers shall have the right to Claim interest from the developer at the rate of 12% per annum for the period of default from the date of payment or the purchasers may take back the paid money along with an interest @12% per annum with prior notice of his intention to do so, from the developer.

20. Nothing contained herein shall be construed a present demise or transfer by the developer in favour of the purchasers nor this agreement shall be construed to be transaction in the nature of part performance within the meaning of sec 53A, of transfer of property Act. And such demise or transfer shall take effect only on full and final payment of total consideration money agreed to be paid by the purchasers to the Developer as specified in Third schedule.
21. If the purchasers wants any additional work in the Flat over and above the specification, the Purchasers shall have to pay additional cost for the same, payable in advance and shall inform the Developer in writing accordingly.
22. The Developer shall construct and complete the said building with standard materials and his Architect is the absolute authority to ascertain and determine the quality and specification of materials.
23. Until the completion of the said Flat and/ or building the developer shall remain in Exclusive control of the construction and the purchasers shall not disturb or obstruct or restrict the right of the developer to use men and materials for the purpose of the construction of the building.
24. After the completion of the said Flat, the total area comprised in the Flat shall be certified by the developer and such certificate shall be final, conclusive and binding on the parties hereto. In case it is found that the area comprised in the flat is less or more than the area mentioned therein, the price payable by the purchasers to the developer shall be proportionately reduced or increased accordingly.
25. After the completion of construction of the said Flat the purchasers will be duly notified and within 15 days from the date of such notification the purchasers shall have to takeover possession of the completed and the finished Flat upon payment of all the dues if there be any with registration also.

26. If any dispute arises during construction regarding materials and method as per govt. act the purchasers has got the necessary right to refer the matter to the Developer for due rectification.
27. The purchasers shall regularly and punctually make payment of such sum towards maintenance charges for upkeepment of the building/flats.
28. The purchasers shall not store in the said residential Flat any hazardous or combustible substance and article which are too heavy to affect the construction of the building.
29. The purchasers shall use the said Flat for the residential purpose only.
30. The purchasers shall have to pay proportionate meter rent to the developer for supply of electricity used in common areas. The purchasers shall be provided with a separate Electric meter for their Flat. The purchasers shall pay security deposited and other expenses for installation of the individual meter to the developer.
31. The purchasers will not deposit or permitted to deposit any waste/rubbish in the staircase or in any common areas of the said building.
32. The purchasers shall not store of any goods, articles or things in the staircase lobbies or other parts of the building or any portion thereof or the landing or any part thereof.
33. The Purchasers have to pay GST.
34. The Purchasers will have to pay the prevailing cost of the extra area, if there be any, on completion of the flat.
35. If any notice to be given by the developer shall without Prejudice to any other mode available shall be deemed to have been served on the purchasers if delivered by hand (duly acknowledge) or by post and likewise if the purchasers gives any notice on the Developer shall be delivered by hand (duly acknowledge) or by post.



36. This Agreement containing the entire agreements of the parties and no oral representation or statement shall be considered valid and binding upon either of the parties nor shall any provision of this agreement be terminated or waived except by written consent of both the parties. The purchasers acknowledge upon signing of this agreement that no agreement, conditions, stipulations, representations, guarantees or warranties have been made by the developer and/or agents or employees other than what is specifically set forth herein.

37. All disputes and difference arising out of this agreement, in relation to the determination of any liability of the parties hereto for construction and interpretation any of this terms or meaning given herein shall be referred to the arbitration of the Ld. Advocate of the owner / developer and purchasers under the provisions of the arbitration and conciliation Act. 1996 and any statutory modification or enactment thereto from time to time and the award given by the arbitrator shall be binding, final and conclusive on the parties hereto. Partners shall represent, sign, financial operation, registration etc of other partners.

**WHEREAS** owners are lawfully seized and possessed of or otherwise well and sufficiently entitled to all that measuring more or less 171 decimals out of 174.43 decimals (the split up of the land being :- 8 decimals of Danga Land of C.S. Dag No. 221, R.S. Dag No. 230, L.R. Dag No. 201/909, R.S. Khanda Khatiyani No. 281, coming from Khatiyani No. 32, + 56 decimals of bastu land of C.S. Dag No. 222, R.S. Dag No. 231, L.R. Dag No. 201, R.S. Khanda Khatiyani No. 281, coming from Khatiyani No. 32, + 44.5 decimals out of 89 decimals of bastu land of R.S. Dag No. 232, L.R. Dag No. 200, R.S. Khatiyani No. 33 + 15 decimals of Danga land of R.S. Dag No. 92, L.R. Dag No. 199, R.S. Khanda Khatiyani No. 285, coming from Khatiyani No. 56 + 6.662 decimals equivalent to more or less 4 Cottahs 22 Sq. ft. out of 50 decimals of Danga land of R.S. Dag No. 95, L.R. Dag No. 190 R.S. Khanda Khatiyani No. 285, coming from Khatiyani No. 56, + 2.686 decimals equivalent to more or less 1 Cottah 10 Chattak out of 6 decimals of Danga land of R.S. Dag No. 90, L.R. Dag No. 194, R.S. Khanda Khatiyani No. 285, coming from Khatiyani No. 56, + 2.272 decimals equivalent to more or less 1 Cottah 6 Chattaks of Danga land out of 4 decimals of R.S. Dag No. 91, L.R. Dag No. 195, R.S. Khanda Khatiyani No. 285, coming from Khatiyani No. 56, + 2.350 decimals equivalent to 1 Cottah 6 Chattaks 34 sq. ft. out of 23 decimals danga land of R.S. Dag No. 93, L.R. Dag No. 192, R.S. Khanda Khatiyani No. 285, coming from Khatiyani No. 56, + 19.48 decimals out of 35

decimals of bastu land of R.S.Dag No.88, L.R.Dag No.196. R.S.Khanda Khatiyani No.285, coming from Khatiyani No.56, ) situated and lying at Mouza-Balia, J.L.No.46, P.S. & A.D.S.R. office at Sonarpur, R.S.No.30, Touzi No.274, Pargana-Medanmolla, comprising in R.S. Dag Nos. 88, 90, 91, 92, 93, 95, 230, 231 & 232, L.R.Dag Nos.196, 194, 195, 199, 192, 190, 201/909, 201 & 200, appertaining to R.S.Khanda Khatiyani No.285, coming from Khatiyani No.56, R.S.Khanda Khatiyani No.281, coming from Khatiyani No.32 & 33, and 4.180 decimalsof Danga Land of C.S.Dag No.78, R.S.Dag No.88, L.R.Dag No.196, R.S.Khanda Khatiyani No.285, coming from Khatiyani No.56,+ 7.3 decimalsof Danga land of R.S.Dag No.93, L.R.Dag No.192, R.S.Khanda Khatiyani No.285, coming from Khatiyani No.56 + 4 decimals equivalent to more or less 2 Cottahs 8 Chattaks out of 50 decimals of Danga land of R.S.Dag No.95, L.R.Dag No.190 R.S.Khanda Khatiyani No.285, coming from Khatiyani No.56,) situated and lying at Mouza-Balia, J.L.No.46, P.S. & A.D.S.R. office at Sonarpur, R.S.No.30, Touzi No.274, Pargana-Medanmolla, comprising in R.S. Dag Nos. 88, 93 & 95, L.R.Dag Nos.196, 192 & 190 appertaining to R.S.Khanda Khatiyani No.285, coming from Khatiyani No.56, Ward No.01 under Rajpur-Sonarpur Municipality, P.S.Sonarpur, District-South 24-Parganas ( hereinafter called and referred to as the said premises) particularly described in the Schedule hereunder written .

**AND WHEREAS** One Kalicharan Mondal, son of Ram Narayan Mondal executed a deed of Bengali Kbulati on 12/5/1943 regarding the 2/3rd share i.e. 94 decimals of land out of 141 decimals {( the split up of the land being :-29 decimals C.S.Dag No.48 + 9 decimals of C.S.Dag No.62 + 18 decimals of C.S.Dag No.63 +16 decimals of C.S.Dag No.68 + 13 decimals of C.S.Dag No.71 + 35 decimals of C.S.Dag No.78 + 10 decimals of C.S.Dag No.80 + 8 decimals of C.S.Dag No.405+ 1 decimals of C.S.Dag No.407) of C.S.Khatiyani No.116+ 10 decimals of C.S.Dag No.69, C.S.Khyatian No.146} of Balia Mouza, J.L.No.46 infavour of Adhar Chandra Sardar, Ramkrishna Sardar, Bhusan Chandra Sardar & Ambika Charan Sardar all sons of Late Khelaram Sardar. Kishori Mohan Sardar & Hrishikesh Sardar, both sons of Late Dhiraj Chandra Sardar. Durga Das sardar, Atul Krishna Sardar, Jitendra Nath Sardar, Bhabendra Nath Sardar & Santosh Kumar Sardar, all sons of Late Kritibas Sardar, registered at S.R.Baruiপুর office and recorded in Book No.I, Volume No.33, pages-31-33, being No.2916 for the year 1943.

**AND WHEREAS** One Pravabati Devi, wife of Late Hrishikesh Majumder and Durgacharan Majumder, son of Late Hrishikesh Majumder sold, transferred and conveyed



the land measuring 46 decimals ( the split up of the land being :-10 decimals out of 29 decimals of C.S.Dag No.48 +03 decimals out of 9 decimals of C.S.Dag No.62 +13 decimals out of 18 decimals of C.S.Dag No.63 +2 decimals out of 6 decimals of C.S.Dag No.68 +6 decimals out of 13 decimals of C.S.Dag No.71 +12 decimals out of 35 decimals of C.S.Dag No.78) of C.S.Khatiyani No.116, of Balia Mouza, J.L.No.46 on 22/11/1944 to Sri Bijoy Krishna Mondal and Sri Kali Charan Mondal, both sons of Late Ram Narayan Mondal, registered at S.R.Baruipur office and recorded in Book No.I, Volume No.60, pages-232-234, being No.5443 for the year 1944.

**AND WHEREAS** the One Adhar Chandra Sardar, Ramkrishna Sardar, Bhusan Chandra Sardar & Ambika Charan Sardar all sons of Late Khelaram Sardar. Kishori Mohan Sardar & Hrishikesh Sardar, both sons of Late Dhiraj Chandra Sardar. Durga Das sardar, Atul Krishna Sardar, Jitendra Nath Sardar, Bhabendra Nath Sardar & Santosh Kumar Sardar, all sons of Late Kritibas Sardar jointly also sold, transferred and conveyed the danga land measuring 8 decimals out of 35 decimals in C.S.Dag No.78, R.S.Dag No.88, C.S.Khatiyani No.116, R.S.Khatiyani No.56 of Balia Mouza, J.L.No.46 on 19/8/1958 to Sudhir Kumar Ghosh, Sunil Kumar Ghosh, both sons of Haripada Ghosh, registered at S.R.Baruipur office and recorded in Book No.I, Volume No.63, Pages-296 to 299, being No.6687 for the year 1958.

**AND WHEREAS** the said Adhar Chandra Sardar ,Ramkrishna Sardar ,Bhusan Chandra Sardar Sardar & Ambika Charan Sardar all sons of Late Khelaram Sardar, Kishori Mohan Sardar & Hrishikesh Sardar, both sons of Late Dhiraj Chandra Sardar, Durga Das sardar, Atul Krishna Sardar, Jitendra Nath Sardar, Bhabendra Nath Sardar & Santosh Kumar Sardar, all sons of Late Kritibas Sardar jointly sold, transferred and conveyed the danga land measuring 10 decimals out of 25 decimals out of 35 decimals in C.S.Dag No.78, R.S.Dag No.88, C.S.Khatian No.116, R.S.Khatian No.56 of Balia Mouza, J.L.No.46 on 19/8/1958 to SRI NANDALAL BASU, son of Late Phanindra Nath Basu and SMT. DURGARANI BASU, wife of Bankim Chandra Basu, registered at S.R.Baruipur office and recorded in Book No.I, Volume No.82, Pages- 1 to 4, being No.6688 for the year 1958.

**AND WHEREAS** the said Adhar Chandra Sardar, Ramkrishna Sardar, Bhusan Chandra Sardar & Ambika Charan Sardar all sons of Late Khelaram Sardar, Kishori Mohan Sardar & Hrishikesh Sardar, both sons of Late Dhiraj Chandra Sardar, Durga Das sardar, Atul Krishna Sardar, Jitendra Nath Sardar, Bhabendra Nath Sardar & Santosh Kumar Sardar,



all sons of Late Kritibas Sardar jointly also sold, transferred and conveyed the danga land measuring 8 decimals out of 35 decimals in C.S.Dag No.78, R.S.Dag No.88, C.S.Khatiyani No.116, R.S.Khatiyani No.56 of Balia Mouza, J.L.No.46 on 19/8/1958 to SMT. KAMALA BALA SARKAR, wife of Sudhir Kumar Sarkar, registered at S.R.Baruipur office and recorded in Book No.I, Volume No.76, Pages-116 to 119, being No.6691 for the year 1958.

**AND WHEREAS** the said Adhar Chandra Sardar, Ramkrishna Sardar, Bhusan Chandra Sardar & Ambika Charan Sardar all sons of Late Khelaram Sardar, Kishori Mohan Sardar & Hrishikesh Sardar, both sons of Late Dhiraj Chandra Sardar, Durga Das sardar, Atul Krishna Sardar, Jitendra Nath Sardar, Bhabendra Nath Sardar & Santosh Kumar Sardar, all sons of Late Kritibas Sardar jointly also sold, transferred and conveyed the danga land measuring 9 decimals out of 35 decimals in C.S.Dag No.78, R.S.Dag No.88, C.S.Khatiyani No.116, R.S.Khatiyani No.56 of Balia Mouza, J.L.No.46 on 19/8/1958 to SMT. GOURI PROVA BASU, wife of Pankaj Kumar Basu, registered at S.R.Baruipur office and recorded in Book No.I, Volume No.76, Pages-195 to 198, being No.6694 for the year 1958.

**AND WHEREAS** thus the said SRI NANDALAL BASU, son of Late Phanindra Nath Basu, SMT. DURGARANI BASU, wife of Bankim Chandra Basu, SMT. KAMALA BALA SARKAR, wife of Sudhir Kumar Sarkar, and SMT. GOURI PROVA BASU, wife of Pankaj Kumar Basu, became the absolute owners of the land measuring more or less 27 decimals out of 35 decimals in C.S.Dag No.78, R.S.Dag No.88 of C.S.Khatiyani No.116, R.s.Khanda Khatiyani No.285, coming from Khatiyani No.56 of Balia Mouza, J.L.No.46, P.S.Sonarpur, District-South 24-Parganas.

**AND WHEREAS** the said Sri Nandalal Basu and Smt. Durga Rani Basi sold the land measuring more or less 1 Cottah 12 Chattaks equivalent to more or less 2.892 decimals out of 10 decimals in C.S.Dag No.78, R.S.Dag No.88, C.S.Khatiyani No.116,

R.S.Khanda Khatiyani No.285 coming from Khatiyani No.56 of Balia Mouza, J.L.No.46 on 14/8/1989 to Smt. Sabita Mondal, wife of Piru Mondal, registered at Sonarpur A.D.S.R.office and recorded in Book No.I, Volume No.105, Pages- 158 to 163, being No.5338 for the year 1989.

**AND WHEREAS** the said Smt. Sabita Mondal sold the land measuring more or less 1 Cottah 12 Chattaks equivalent to more or less 2.892 decimals in C.S.Dag No.78, R.S.Dag No.88, C.S.Khatiyani No.116, R.S.Khanda Khatiyani No.285 coming from

Khatiyon No.56 of Balia Mouza, J.L.No.46 on 15/3/2012 to SMT. MOUMITA BHATTACHARJEE and SMT. SANCHITA BHATTACHARJEE, Donee Nos. 3 & 4 herein, registered at Sonarpur A.D.S.R.office and recorded in Book No.I, C.D.Volume No.10, Pages- 5784 to 5758, being No.3477 for the year 2012,

**AND WHEREAS** the said Smt. Durga Rani Basu and Smt. Kamala Bala Sarkar jointly sold the land measuring 9 decimals out of 11.554 decimals in Dag No.C.S.78, R.S.Dag No.88 on 12/8/2011 to M/S. SNIGDHANEER CONSTRUCTION, a partnership firm, registered at D.S.R.-IV, Alipore and recorded in Book No.I, C.D.Volume No. , Pages-154 to 169, being No.6216 for the year 2011,

**AND WHEREAS** the said Smt. Gouriprava Basu sold the land measuring 9 decimals in Dag No.C.S.78, R.S.Dag No.88, C.S.Khatiyon No.116, R.S.Khanda Khatiyon No.285 coming from Khatiyon No.56 on 19/4/1985 to Sri Pradip Kumar Chakraborty, registered at Sonarpur A.D.S.R.office and recorded in Book No.I, Volume No.23, Pages- 450 to 455, being No.1844 for the year 1985.

**AND WHEREAS** the said Sri Pradip Kumar Chakraborty sold the land measuring 3.3 decimals equivalent to more or less 2 Cottahs out of 9 decimals in Dag No.C.S.78, R.S.Dag No.88, C.S.Khatiyon No.116, R.S.Khanda Khatiyon No.285 coming from Khatiyon No.56 on 10/5/1985 to Sri Dilip Ranjan Saha registered at Sonarpur A.D.S.R.office and recorded in Book No.I, Volume No.4, Pages- 138 to 144, being No.2360 for the year 1985.

**AND WHEREAS** the said Sri Pradip Kumar Chakraborty sold the land measuring 3.3 decimals equivalent to more or less 2 Cottahs out of 9 decimals in Dag No.C.S.78, R.S.Dag No.88, C.S.Khatiyon No.116, R.S.Khanda Khatiyon No.285 coming from Khatiyon No.56 on 10/5/1985 to Sri Swapan Saha registered at Sonarpur A.D.S.R.office and recorded in Book No.I, Volume No.4, Pages- 131 to 137, being No.2359 for the year 1985.



**AND WHEREAS** the said Sri Dilip Ranjan Saha sold the land measuring 3.3 decimals equivalent to more or less 2 Cottahs in Dag No.C.S.78, R.S.Dag No.88, C.S.Khatiyani No.116, R.S.Khanda Khatiyani No.285 coming from Khatiyani No.56 executed on 21/12/2009 and completion on 8/1/2010 to Smt. Sova Ganguly, (Donee No.1 herein) registered at Sonarpur A.D.S.R.office and recorded in Book No.I, C.D.Volume No.1, Pages- 2327 to 2339, being No.137 for the year 2010.

**AND WHEREAS** the said Sri Swapan Saha sold the land measuring 3.3 decimals equivalent to more or less 2 Cottahs in Dag No.C.S.78, R.S.Dag No.88, C.S.Khatiyani No.116, R.S.Khanda Khatiyani No.285 coming from Khatiyani No.56 executed on 29/8/2006 and completion in 2010 to Santi Ganguly, registered at Sonarpur A.D.S.R.office and recorded in Book No.I, C.D.Volume No.26, Pages-1476 to 1492 being No.10367 for the year 2010.

**AND WHEREAS** the said Sri Santi Ganguly sold his land measuring 2 cottahs equivalent to more or less 3.3 decimals in Dag No.C.S.78, R.S.78 of Balia Mouza and Smt. Sova Ganguly (Donee No.1 herein herein) sold the land measuring 10 Chattaks 17 Sq.ft. equivalent to more or less 1.072 decimals out of 3.3 decimals in C.S.Dag No.78, R.S.Dag No.88 of Balia Mouza, J.L.No.46 on 12/8/2011 to **SRI BIMAN BHATTACHARJEE, SRI BIDHAN BHATTACHARJEE, SRI BIJAN BHATTACHARJEE AND SRI BIPUL BHATTACHARJEE** registered at D.S.R.-IV, Alipore and recorded in Book No.I, C.D.Volume No.21, Pages- 867 to 886, being No.6221 for the year 2011.

**AND WHEREAS** Sova Ganguly said 5 Satak Land equivalent 3 Cottahs in R.S.Dag No.88 purchased from Dilip Ranjan Saha by way of deed No. 137 of 2010 and she transfer this land to Bidhan Bhattacharjee by way of Deed no.9443 in the year 2014, Book No .I. Volume No 20.

**AND WHEREAS** the said Nandalal Basu, Smt. Durga Rani Basu and Smt. Kamala Bala Sarkar jointly sold the land measuring more or less 3 Cottahs 10 chattaks 6 Sq.ft. equivalent to more or less 6.108 decimalsexecuted on 5/4/2008 and completion on 16/6/2010 to **M/S. SNIGDHANEER CONSTRUCTION**, a partnership firm, registered at A.R.A.I,Kolkata and recorded in Book No.I, C.D.Volume No.14, Pages- 7801 to 7818 being No.5860 for the year 2010,



**AND WHEREAS** the said Kalicharan Mondal and Sri Bijoy Krishna Mondal were seized and possessed of or otherwise well and sufficient entitle to all that piece and parcel of danga land measuring 8 decimals ( the split up of the land being :- 6 decimals out of 13 decimals of C.S.Dag No.68, R.S.Dag No.90 + 4 decimals out of 6 decimals of C.S.Dag No.71, R.S.Dag No.91) of C.S.Khatiyon No.116, R.S.Khanda Khatiyon No.285 coming from Khatiyon No.56 of Balia Mouza, as per Revisional settlement records of right.

**AND WHEREAS** after the death of Bijoy Krishna Mondal, his heirs sold their share of land in C.S.Dag No.68 & 71, R.S.Dag No.90 & 91..

**AND WHEREAS** after the death of Kalicharan Mondal , his heirs executed a partition deed in 1967 at S.R.Baruipur office and recorded in Book No.I, being No.3496 for the year 1967, after partition, the Sri Monoranjan Mondal, heirs of Late Kalicharan Mondal got the land measuring 8 decimals ( the split up of the land being :- 6 decimals out of 13 decimals of C.S.Dag No.68, R.S.Dag No.90 +2 decimals out of 6 decimals of C.S.Dag No.71, R.S.Dag No.91) of C.S.Khatiyon No.116, R.S.Khanda Khatiyon No.285 coming from Khatiyon No.56 of Balia Mouza,

**AND WHEREAS** the said Monoranjan Mondal sold the land measuring 8 decimals on 15/5/1981 to Subodh Ch. Kundu, registered at S.R.Sonarpur office and recorded in Book No.I, Volume No.39, Pages- 154 to 156, being No.2435 for the year 1981.

**AND WHEREAS** the said Subodh Ch, Kundu sold the land measuring 3 cottahs ( the split up of the land being :- 1 cottah 10 Chattaks out of 6 decimals in R.S.Dag No.90 + 1 cottahs 6 Chattaks in R.S.Dag No.91) on 14/6/1985 to Smt. Arati Das Gupta, at Sonarpur A.D.S.R..office and recorded in Book No.I, Volume No.40, Pages- 297 to 304, being No.3214 for the year 1985.

**AND WHEREAS** the said Smt. Arati Das Gupta sold the land measuring 3 cottahs ( the split up of the land being :- 1 Cottah 10 Chattaks out of 6 decimals in R.S.Dag No.90 + 1 Cottahs 6 Chattaks in R.S.Dag No.91) on 28/2/2000 to Sri Swapan Sarkar, at D.S.R.-IV, Alipore..office and recorded in Book No.I, Volume No.19, Pages-195 to 204, being No.684 for the year 2000.

**AND WHEREAS** the said Swapan Sarkar sold the land measuring 3 Cottahs (the split up of the land being :-1 Cottah 10 Chattaks out of 6 decimals in R.S.Dag No.90 + 1 Cottahs 6 Chattaks in R.S.Dag No.91) on 7/5/2010 to SMT. SUKLA BHATTACHARJEE, SMT. KALPANA BHATTACHARJEE and SMT SHRABANTI BHATTACHARJEE , herein , registered at D.S.R.-IV, Alipore .office and recorded in Book No.I, Volume No.13 Pages-666 to680, being No.3533 for the year 2010.

**AND WHEREAS** thus the said SMT. SUKLA BHATTACHARJEE, SMT. KALPANA BHATTACHARJEE and SMTSHRABANTI BHATTACHARJEE , herein became the absolute owners of the land measuring 3 Cottahs( the split up of the land being :- 1 Cottahs 10 Chattaks out of 6 decimals in R.S.Dag No.90 + 1 Cottahs 6 Chattaks in R.S.Dag No.91), C.S.Khatiyon No.116, R.,S.Khanda Khatiyon No.285, coming from Khatiyon No.56 of Balia Mouza, J.L.No.56, P.S.Narendrapur, District-South 24-Parganas.

**AND WHEREAS** One Kalicharn Mondal, son of Late Bhuban Mondal was seized and possessed of or otherwise well and suficiently entitled to all that piece and parcel of property in R.S.Dag Nos. 93 & 95 R.S.Khanda Khatiyon No.285 coming from Khatiyon No.56 as per Revisional settlement records of right and enjoying every right, title and interest over the said property without interruption, claim and demand whatsoever.

**AND WHEREAS** The said Kalicharan Mondal, son of Late Bhuban Mondal died intestate leaving behind his wife Smt. Haridasi Mondal, three sons, Subodh Chandra Mondal, Bechulal Mondal and Sri Srikanta Mondal and daughters, Smt. Amoda Bala Sardar executed deed of partition on 1978 registered at D.R.Alipore office and recorded in Book No.I, Volume No.19, pages- 54-65, being No.15 for the year 1978.

**AND WHEREAS** after partition, the said Sri Bechulal alias Bechuram Mondal and Sri Srikanta Mondal being the second party of the said partition and got the property in R.S.Dag No. 232, 93 & 95.

**AND WHEREAS** the said Sri Bechulal alias Bechuram Mondal and Sri Srikanta Mondal jointly gave the land measuring 23 decimals in R.S.D.Dag No.93 R.S.Khanda Khatiyon Nos.285 coming from Khatiyon No.56 on 17/12/1981 to Sri Ramprasad Mondal, as a gift , registered at Sonarpur S.R.office and recorded in Book No.I, Volume No.15, Pages- 89 to 91, being No.702 for the year 1981.



**AND WHEREAS** Baby Mondal absolute owner of Land R.S.Dag No 232,Khatiyon No 33, measuring land area 7.5 decimal by way of gift Deed No 3281/18.

**AND WHEREAS** Bipul Bhattacharjee, Bijan Bhattacharjee and Bidhan Bhattacharjee purchase another land area 580 sq feet,580 sq feet \*4=2320 sq feet, R.S. Dag No 230&231 ,R.S. Khatiyon No 281,L.R. Dag No 201/909, L.R. Khatiyon No 1360,1357,1358, and 1359 .

**AND WHEREAS** the said Sri. Panna Sardar sold the land measuring 1 cottah 8 Chattaks but actual physical possession more or less 1 Cottah 6 Chattak 34 Sq.ft. in R.S.Dag No.93 executed on 28/11/2006 and completion on 23/4/2007 to KAMALESH GOBINDA SEN,registered at Sonarpur A.D.S.R.office and recorded in Book No.I, ,Volume No 52, pages-115-120, being No.2640 for the year 2007.

**AND WHEREAS** the said Ajit Saha sold, the land measuring 2 Cottahs in R.S.Dag No.93 on 2/11/2012 to **SRI PALASH SAHA**, Donee No.2 herein, registered at D.S.R.IV, Alipore and recorded in Book No.I, C.D.Volume No.30, pages-1201-1223, being no.8703 for the year 2012,

**AND WHEREAS** Palash Saha transfer the said land infavour of Snigdhaneeer Construction partners namely Bijan Bhattacharjee, Biman Bhattacharjee, Bidhan Bhattacharjee and Bipul Bhattacharjee by way of Deed No.9034 /2014 Date 25th Aug,2014

**AND WHEREAS** the said Bechulal alias Bechuram Mondal and Sri Srikanta Mondal jointly gave the land measuring 50 decimals in R.S.Dag No.95, R.S.Khanda Khatiyon No.285, coming from Khatiyon No.56 of Balia Mouza, J.L.no.46 on 6/2/1981 to Sri Amiya Kumar Mondal & Asim Kumar Mondal, registered at S.R.Sonarpur office and recorded in Book No.I, Volume No.12, Pages- 238 to 240, being No.699 for the year 1981.

**AND WHEREAS** the said Amiya Kumar Mondal & Asim Kumar Mondal executed a deed of Partition on 24/10/1984 at Sonarpur S.R.office and recorded in Book No.I, being No.4179 for the year 1984.



**AND WHEREAS** after partition, the said Sri Amiya Kumar Mondal sold the land measuring 10 decimals out of 50 decimals in R.S.Dag No.95 on 12/2/1985 to Sri Pratap Chandra Mondal, registered at D.R.Alipore office and recorded in Book No.I, being No.1840 for the year 1985.

**AND WHEREAS** the said Sri Pratap Chandra Mondal sold the land measuring more or less 2 Cottahs out of 10 decimals in R.S. Dag No 95 on 27/3/1985 to **KAMALESH GOBINDA SEN**, , registered at Sonarpur A.D.S.R.office and recorded in Book No.I, Volume No.20, Pages- to 408, being No.1597 for the year 1985,

**AND WHEREAS** the after partition the said Asim Kumar Mondal sold the land measuring more or less less 2 Cottah 8 chattaks equivalent to more or less 4 decimals in R.S.Dag No.95 out of 30 decimals on 20/12/1991 to **SMT. ARATI CHATTERJEE** registered at D.R.Alipore office and recorded in Book No.I, being No.18475 for the year 1991. and the she executed a general power of attorney in favour of Sri Biman Bhattacharjee and Bidhan Bhattacharjee.

**AND WHEREAS** One Bijoy Krishna Mondal, & Kalicharan Mondal , both Sons of Ram Narayan Mondal was seized and possessof or other wise well and sufficiently entitled to all that piece and parcel property in R.S.Dag No.92. C.S.Khatian No.116, R.S.Khanda Khatian No.285, coming from Khatian No.56 of Balia Mouza, J.L.No.46, under P.S.Sonarpur, District-South 24-Parganas as per Revisional settlement records of rights and enjoying every right, title and interest over the said property without interruption, claim and demand whatsoever.

**AND WHEREAS** the said Bijoy Krishna Mondal son of Late Ram Narayan Mondal died intestate leaving behind his wife Smt. Kiran Moyee Mondal, three sons namely Sri Subodh Kumar Mondal , Adhir Kumar Mondal & Sri Anil Kumar Mondal and one daughter as his sole legal heirs and successors.

**AND WHEREAS** the said Kiran Moyee Mondal, Sri Subodh Kumar Mondal and Anil Kumar Mondal sold their share of land , i.e. 10.5 decimals in R.S.Dag No.92 and others on 12/6/1981 to Sri Jyotirmoy Banerjee, registered at Sonarpur S.R.office and recorded in Book No.I, Volume No.48, Pages- 160 to 162, being No.3087 for the year 1981.

**AND WHEREAS** as per Partition deed of the heirs of Kalicharan Mondal, the said Monoranjan Mondal ,son of Late Kalicharan Mondal sold the land measuring 7.5 decimals

in R.S.Dag No.92 on 15/5/1981 to Sri Lakshman Banik , registered at Sonarpur S.R.office and recorded in Book No.I, Volume No.39, Pages- 157 to 159, being No.2436 for the year 1981.

**AND WHEREAS** the said Sri Jyotirmay Banerjee and Sri Lakshman Banik jointly sold the land measuring more or less 5 cottahs 5 chattaks 35 sq.ft. out of 15 decimals in R.S.Dag No.92 on 13/8/1985 to Sri Arun Bose, registered at Sonarpur A.D.S.R.office and recorded in Book No.I, Volume No.55, Pages- 398 to 406, being No.4416 for the year 1985.

**AND WHEREAS** the said Arun Bose sold the land measuring more or less 5 Cottahs 5 Chattaks 35 Sq.ft. out of 15 decimals in R.S.Dag No.92 on 9/12/1991 to Kumari Latika Mondal, daughter of Sri Bechulal alias Bechuram Mondal, registered at Sonarpur A.D.S.R.office and recorded in Book No.I, Volume No.136, Pages- 325 to 330, being No.7855 for the year 1991.

**AND WHEREAS** the said Adhir Kumar Mondal, son of Late Bijoy Krishna Mondal sold his 1/5th share ,i.e. 1.5 decimals in R.S.Dag No.92 on 21/2/1992 to Himangshu Mondal, son of Sri Bechulal alias Bechuram Mondal and recorded in Book No.I, Volume No.15, Page-213 to 218, being No.1246 for the year 1992.

**AND WHEREAS** the said Sri Jyotirmay Banerjee, Sri Lakshman Banik and daughter of Late Bijoy Krishna Mondal jointly sold the land measuring more or less 5 Cottahs 5 Chattaks 35 Sq.ft. out of 15 decimals in R.S.Dag No.92 in 2000 to Debangshu Mondal, registered at Delhi office and recorded in Book No.I, being No.3444 for the year 2000,

**AND WHEREAS** thus the said Smt. Latika Mondal, Himangshu Mondal and Debangshu Mondal became the absolute owners of the land measuring 18 decimals but as per revisional settlement records of right land measuring 15 decimals in R.S.Dag No.92, R.S.Khanda Khatiyon No.285 coming from Khatiyon No.56 of Balia Mouza, J.L.No.46, P.S.Sonarpur, District-South 24-Parganas.

**AND WHEREAS** Kalicharan Mondal, Bama Charan Mondal & Sudas Chandra Mondal , all sons of Late Bhuban Mohan Mondal were seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of danga land measuring 64 decimals ( the split up of the land being : 8 decimals of R.S.Dag No.230 + 56 decimals of R.S.Dag No.231) of R.S.Khanda Khatiyon No.281 coming from Khatiyon No.32 of Balia



Mouza, J.L.No.46, under P.S.Sonarpur, District-South 24-Parganas as per Revisional Settlement records of rights and enjoying v every right, title and interest over the said property without interruption, claim and demand whatsoever and each having got 1/3th share of the total property.

**AND WHEREAS** Bama Charan Mondal sold 1/3rd share of 64 decimals in Dag No.230 & 231 in 1968 to Smt. Jyotsna Mondal, registered at S.R.Baruipur office and recorded in Book No.I, Volume No.68, Pages-126 to 128, being No.6435 for the year 1968.

**AND WHEREAS** as per partition deed No.15 for the year 1978, the heirs of Late Kalicharan Mondal, the said Bechulal Mondal and Srikanta Mondal sold 1/3rd share of 64 decimals in Dag No.230 & 231 in 23/4/74 to Sri Haripada Mondal registered at S.R.Sonarpur office and recorded in Book No.I, Volume No.23, Pages-6 to 8, being No.1438 for the year 1974.

**AND WHEREAS** said Smt. Jyotsna Modak sold 1/3rd share of 64 decimals in Dag No.230 & 231 executed on 14/8/2003 and completion on 29/12/2006 to BECHULAL MONDAL, registered at D.S.R.-IV, Alipore office and recorded in Book No.I, Volume No.45, Pages-2718 to 2737, being No.5922 for the year 2006.

**AND WHEREAS** the said Haripada Mondal died intestate leaving behind his wife, Smt. Kalomoni Mondal and one daughter, Smt. Rama Mondal as his sole legal heirs and successors.

**AND WHEREAS** the said Kolomoni Mondal died intestate leaving behind her only daughter, Smt. Rama Mondal as her sole legal heir and successor.

**AND WHEREAS** the said Smt. Rama Mondal, wife of Sri Bechulal alias Bechuram Mondal and daughter of Late Haripada Mondal died intestate leaving behind her husband, Bechulal Mondal three son namely, Sri Premangshu Mondal, Sri Debangshu Mondal, Sri Himangshu Mondal and one daughter Latika Mondal as his sole legal heirs and successors and each having 1/5th undivided share of 1/3rd share of 64 decimals in Dag No.230 & 231 of Balia Mouza.



**AND WHEREAS** the said Sudash Chandra Mondal died intestate leaving behind his two sons Sri Patitpaban Mondal and Sri Panchanan Mondal as his sole legal heirs and successors.

**AND WHEREAS** the said Panchanan Mondal died intestate leaving behind his four sons, namely, Sri Dilip Mondal, Sri Krishnadhan Mondal, Sri Tapan Mondal, Sri Swapan Mondal and four daughters, namely Smt. Archana Sardar, Smt. Pratima Halder, Smt. Kalpana Naskar & Smt. Nilima Baidya as his sole legal heirs and successors.

**AND WHEREAS** the said Sri Patitpaban Mondal, Sri Dilip Mondal, Sri Krishnadhan Mondal, Sri Tapan Mondal, Sri Swapan Mondal, Smt. Pratima Halder, Smt. Archana Sardar, Smt. Kalpana Naskar and Smt. Nilima Baidya, became the absolute owners of 1/3rd share of 64 decimals in Dag No.230 & 231 of Balia Mouza.

**AND WHEREAS** thus the said Bechulal alias Bechuram Mondal, Premangshu Mondal, Sri Debangshu Mondal, Himangshu Mondal, Latika Mondal, Sri Patitpaban Mondal, Sri Dilip Mondal, Sri Krishnadhan Mondal, Sri Tapan Mondal, Sri Swapan Mondal, Smt. Pratima Halder, Smt. Archana Sardar, Smt. Kalpana Naskar and Smt. Nilima Baidya, became the absolute owners of land measuring 64 decimals (( the split up of the land being : 8 decimals of R.S.Dag No.230 + 56 decimals of R.S.Dag No.231) of R.S.Khanda Khatian No.281 coming from Khatian No.32 of Balia Mouza, J.L.No.46, under P.S.Sonarpur, District-South 24-Parganas.

**AND WHEREAS** Bechulal Mondal and Srikanta Mondal both sons of late Kalicharan Mondal and other co-sharers Smt. Haridasi Mondal, Amoda Bala Mondal executed deed of partition on 3/1/1978 registered at D.R.Alipore office and recorded in Book No.I, Volume No.19, Pages- 54-65, being No.15 for the year 1978.

**AND WHEREAS** after partition, the said Sri Bechulal Mondal and Sri Srikanta Mondal being the Second party of the said partition deed and got the property in Schedule in Kha of the said partition Deed. ( 89 decimals of R.S.Dag No.232, R.S.Khatian No.33 + (23 decimals of dag No.93 + 50 decimals of R.S.Dag No.95) of Khatian No.285 coming from Khatian No.56 of Balia Mouza),

**AND WHEREAS** the said Bechulal Mondal and Sri Srikanta Mondal jointly gave the land measuring 22.25 decimals out of 89 decimals of R.S.Dag No.232, R.S.Khatiyani No.33 of Balia Mouza, J.L.No.46 as a gift on 16/2/1981 to Debangshu Mondal,(Donr No.3 herein)registered at S.R.sonarpur office and recorded in Book No.I, Volume No..15,Pages 86 to 88, being No.701 for the year 1981.

**AND WHEREAS** the said Bechulal Mondal and Sri Srikanta Mondal jointly gave the land measuring 22.25 decimals out of 89 decimals of R.S.Dag No.232, R.S.Khatiyani No.33 of Balia Mouza, J.L.No.46 as a gift on 16/2/1981 to Premangshu Mondal (Donr No.2 herein), registered at S.R.Sonarpur office and recorded in Book No.I, Volume No.2,Pages 261 to 263, being No.697 for the year 1981.

**AND WHEREAS** ; thus the said **SRI PREMANGSHU MONDAL AND SRI DEBANGSHU MONDAL** herein became the absolute owners of the land measuring 44.5 decimals out of 89 decimals in R.S.Dag No.232, R.S.Khatiyani No.33 of Balia Mouza, J.L.No.46.P..S.Sonarpur, Disrrict South 24-Parganas.

**AND WHEREAS** the owners/vendors herein, decided to erect an ownership building on the said area of land and approached the developer herein and after having discussion at length the owners and developers have agreed to construct ownership apartment and accordingly they have entered into an agreement on 19.02.2007, 18.06.2012, 02.07.13, 06.03.2007, 04.06.2012, 23.11.2012, 16.01.2008 under certain terms and conditions recorded therein.

**AND WHEREAS** in pursuance of the said agreement the First Party has put the Developer in possession on the said property and have granted exclusive right to commercially exploit the property by constructing several ownership (apartment) flats at the cost and expenses of the Developer or on account of prospective purchasers as the case may be in accordance with sanction building plan and in consideration thereof, the First Party has agreed to sell and transfer to the Developer or to the intending purchasers, so nominated by the Developer. The undivided proportionate shares in the land attributable to each flats /Duplex together with area of respective flats/car parking spaces and their spaces and common areas in the proposed building and also authorized to receive and retain sale proceeds there from in respect of portion of the constructed area and the owners shall be jointly entitled to 28% of the sanctioned F.A.R in the form of completed flats and car parking spaces and Developer shall be jointly entitled to 72% of the sanctioned F.A.R in the completed flats and car parking spaces.



**AND WHEREAS** Archana Sardar, Pratima Halder, Kalpana Naskar and Nilima Baidya sold their undivided share, R.S. Dag No 230, 0.16 per cent each, R.S. Dag No 231, 1.16 percent each in favour of Bijan Bhattacharjee, Bipul Bhattacharje, Bidhan Bhatatcahrjee, residing at Kalyani Villa, Opposite Yuba Tirtha Club, Beside Srishti Appartment, E.M. Bypass, Madhya Fartabad, P.S. Narendrapur, South 24 Paraganas, P.O Garia , by way of Deed No 4455 of 2017 ,4456 of 2017 ,4697 of 2017 and 885 of 2017 A.D. S.R. Garia ,24 Paraganas South R.S. Dag No 230,231,L.R. Dag No 200 and 200/ 209

**AND WHEREAS** the Owners have granted a registered power of attorney infavour of the Developer in order to give effect to the terms and conditions of the Development Agreement and to sell the flats allotted to the Developer (except Owner's allocation) together with the undivided proportionate share of land and common parks and to receive and retain sale proceeds there from. Vide power of attorney no being no. 2640 of 2007, 2307 of 2008,110 of 2012,, 2311 of 2008, 2312 of 2008, 499 of 2012 and 561 of 20018 and recorded in Book no – IV, at the registration office at DSR IV, Alipore.

**AND WHEREAS** the Developer would take up construction of the said new buildings in several Blocks in accordance with the sanctioned plan of Rajpur Sonarpur Municipality and approved by KMDA and Rajpur Sonarpur Municipality vide Plan No.2636/CB/01/44 DT. 10.02.2013.

**AND WHEREAS** the Developer is authorized to sell it's allocated Flats/Duplex in the newly constructed building.

**AND WHEREAS** the purchasers having knowledge of it intended to purchase ..... ( ) Flat and ..... ( ) Car Parking space measuring 120 Sq.ft more or less and approached the Developer and the developer agreed to sell and transfer the same together with undivided proportionate share in land in respect of the Flat No. G & F,6<sup>th</sup> Floor Block – A, having super – built up area 2655 sq.ft more or less and ..... (.....) Car Parking space measuring .....Sq.ft more or less in Ground Floor for a consideration of Rs...../(Rupees .....only)fully described in the second hereunder written.

**AND WHEREAS** it is agreed that the Flat is to be constructed and delivered within 24 months from the date of Agreement (Provided that all payments, i.e. cost of Flat and additional cost are made by the purchasers to the developer regularly and punctually strictly in terms of the 3<sup>rd</sup> schedule of payment) subject to the delay due to force majeure or vis Majeure or act of God and other unavoidable circumstances which is beyond control of the developer.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** land containing area of land area 171.06 decimal out of 174.73 decimal little more or less corresponding to L.R. Dag No.190,192,194, 196,200,195,199,201,201/909, R.S Dag Nos.230,231&232,88,93 91, 92 R.S.Khatiyani Nos.32, 33,285 , L.R.Khatiyani Nos136, 295,459,484 ,1260 1353, 1354,1355,1356 ,1357, 1358, 1359, 1360, 1361, 1362,1363, 1364, 1365, 1366,1594,1595,1596,1597,1598,1599,1600, Khanda 281 and Dag Nos. 91,92,93,95,&88,230 R.S. Khatiyani No 285,32, 33, J.L. No.46, at Mouza Balia, P.S.Sonarpur under Rajpur – Sonarpur Municipality , Holding No 453, Ward No 01, Kolkata 70008 butted and bounded in the manner following:-

**Area of land as per approve Building Plan “Block A & B”**

**Block -A**

LAND: R.S. DAG NO 230,231,L.R. DAG NO .201,201/909

**Block - B**

LAND R.S. Dag No 232 part ,92 ,91 and 88 ,L.R. Dag No .190,195, 196,199,200

<b>ON THE NORTH :</b>	<b>DAG NO 227</b>
<b>ON THE SOUTH :</b>	<b>DAG NO 232 &amp;87</b>
<b>ON THE EAST :</b>	<b>MOUZA FARTABAD</b>
<b>ON THE WEST :</b>	<b>E.M. BYEPASS</b>



**SECOND SCHEDULE ABOVE REFERRED TO**

**ALL THAT** Flat admeasuring Super built up area of .....sq.ft. a little more or less in the ..... floor ,Flat No. ...., (..... facing ) in Block – .....consisting of .....bed rooms, .....dining/ drawing, .....kitchen, .....toilets,.....verandah and .....(.....) Car parking Space measuring ..... Sq.ft (..... sq.ft each) more or less together with undivided proportionate share of land and common benefits in the newly constructed building namely '**SHERATON**' Tower at premises in First Schedule above referred to and the same shall be completed in accordance with the specification annexed herewith.

**ON THE NORTH :VACANT LAND**

**ON THE SOUTH :ANOTHER FLAT & VACANT LAND**

**ON THE EAST :STAIR CASE & COMMON PASSAGE**

**ON THE WEST :VACANT LAND**

**THE THIRD SCHEDULE ABOVE REFERRED TO**

Specified dates for making payments –

Consideration of Flat & Car parking space

Rs.....

Less : Advance

Rs.

Rs. \_\_\_\_\_

Balance amount will be paid by the purchasers as follows :

Balance amount will be paid by the purchasers as follows :

1.Rs..... (10 %) at the time of Agreement.

2. Rs..... (10%) after one month of the agreement

2.Balanace amount Rs..... (.....) will be paid in 4 equal installment within 2 (Two) years.

The additional price of the said Apartment, is Rs.1,20,000/- (Rupees One Lac Twenty Thousand Only) as per the following details:-

SLNo.	Price Constituents	Amount
1.	Gym / Community Hall	Rs.50,000.00
2.	Transformer Generator	Rs.60,000.00
3.	Height escalation Charges?	NIL
4.	Incidental Charges	NIL
5.	Legal Charges	Rs.10,000.00.
6.	Individual Meter 3 Phase 5KVA Installation charge with Security Deposit calculate by WBSEDCL extra Meter installation charges GST & Cess paid by the purchasers as per Govt Rules.	Extra

#### **GRAND TOTAL**

Rs.,1,20,000.00

(Rupees One Lac Twenty Thousand only)

The price of the said Apartment payable as per the table provided below:-

We will send Demand Notices for each installment and the Allottee we will have to pay within 15 days from the date of each notice.

#### **FACILITIES**

##### **A. EXTRA CHARGES**

1. Formation of Association and Builders with Two Years  
Maintenance Charge Rs.50,000.00
2. Stamp Duty and Registration Fee and incidental expenses  
/GST At applicable rate on the agreement value or Market Value  
(whichever is higher) as per the Valuation at the time of the registration.

##### **B. DEPOSITS**

1. Electricity Deposit Meter Deposits at actual
2. Maintenance Deposits Out of the amount so deposited, a sum  
Being equivalent of 1.5 (one and a Half)



year's Deposit shall be adjusted against maintenance charges and the balance kept deposited with the builder and only on handing over of Maintenance to Association the said deposit shall be handed over to the association.

- 1) At the time of the registration if the Market value is more than the agreement value additional stamp duty as per the valuation to be paid at the time of registration.
- 2) 3 (Three ) KVA Power back-up will be provided for 3 (Three bedrooms and 2 (Two) KVA power back-up will be provided for 2 (.Two ) bedrooms.
- 3) The above items will be paid by the Allotte within 15 (Fifteen) days of demand.
- 4) No extra charge will be applicable for the terrace area.  
The Payments are to be made by means of Pay Order/ **Demand Draft / Account Payee Cheque/ RTGS** post to any of the following offices: Local Cheque drawn in favour of " **SNIGHDHANEER CONSTRUCTION** "and drawn on any bank in Kolkata and shall be deposited with or sent by registered addresses

This Booking offer /Agreement is provisional and subject to:-  
Your strict compliance of the terms and conditions of the sale Agreement to be executed.

- a) Your executing and /or submitting necessary documents as may be required before delivery of the possession of the unit and the car parking spaces , if any.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

*(Common portions)*

01. Ultimate top roof for common enjoyment staircase on all floors.
02. Common passage inside the premises.
03. Water tank and other plumbing installations, pump room.
04. Electrical wiring, motors, electrical fittings.
05. Other service areas and common areas, and open spaces around the building.
06. Drainage and sewers, Septic Tank, over head tank and under ground Reservoir.
07. Boundary wall and main gate.
08. All other fittings, equipments and fixtures which are being used commonly either for the common purpose or needed for using the individual facilities.
09. Adequate capacity standby Generator services for common areas.
10. Standby Generator with adequate load to apartments (at extra cost)
11. 24 x 7 Generator service for Lifts.
12. Intercom connectivity with security at every Flat.
13. Closed Circuit TV at the Ground Floor level.
14. Sewerage Treatment Plant.
15. Accent paving at entry points.
16. Open parking with grass pavers.
17. Dedicated green Park.
18. Play area for children.
19. Multipurpose play court - Badminton /Volley Ball etc.
20. Dedicated Guest Room with all modern amenities.
21. Modern Air conditioned Gymnasium .
22. Indoor Games Facilities in Common Room like TT, Snooker, Cards, Chess, Carom etc.
23. Dedicated Air conditioned Community Hall for Functions ( at extra Charges, as applicable)
24. Yoga & Meditation area.
25. 24 x 7 Security in the complex.
26. 4 automated lifts of reputed make & 2 staircases will be provided in each block.
27. Jogging track around the Complex.



**IN WITNESS WHEREOF** the parties hereunto set and subscribed their hands on the day, month and year first above written.

Signed sealed and Delivered at Kolkata

In the presence of:-

Biman Bhattacharjee and self

*As Constitute Attorney of -*

SRI.BIJANBHATTACHARJEE, SRI.BIMAN BHATTACHARJEE  
SRI.BIDHAN BHATTACHARJEE, SRI.BIPUL BHATTACHARJEE  
SMT.SUKLABHATTACHARJEE, SMT.KALPANABHATTACHARJEE  
MISS.MOUMITABHATTACHARJEE,  
MISS SANCHITA BHATTACHARJEE  
SRI. BECHULAL MONDAL, SRI. DEBANGSHU MONDAL,  
SRI .HIMANGSHU MONDAL, SMT.LATIKA MONDAL,  
SRI .DILIP MONDAL, SRI. PREMANGSHU MONDAL,  
SRI. TAPAN MONDAL, DILIP MONDAL  
SRI .SWAPAN MONDAL, SRI. KRISHNADHAN MONDAL,  
SRI.PATIT PABAN MONDAL, SRI. KAMALESH GOBINDA SEN,  
SMT.ARATICHATTERJEE, MRS.BABY MONDAL  
M/S .SNIGDHANEER CONSTRUCTION.

Signature of the First Party.

On behalf of SNIGDHANEER

*Partner*

*Partner*

*Signature of the Developer/Second Party*

*Signature of the Purchasers /Third Party*

**MEMO OF CONSIDERATION.**

Received a sum of Rs...../- (Rupees ..... only) only  
 being part payment out of total consideration money Rs...../(Rupees  
 ..... only).

**Witness.**

**1.**

**2.**

**SNIGDHANEER CONSTRUCTION**

**Partner**

**Partner**

**Developer**



### ANNEXURE SPECIFICATION

- 1. FOUNDATION WORK** : As per sanction plan strictly followed.
- 2. BRICK WORK** : Better quality Bricks.
- 3. R.C.C. WORK** : Steel as per sanction plan.
- 4. DOOR/WINDOW** : Wooden Frame and flash door shutter and Aluminum window. Sliding shutter.
- 5. FLOOR WORK** : Work for floor in all rooms are Marble/Floor tiles.
- 6. PLASTER & PARIS** : All inside wall with plaster of paris.
- 7. KITCHEN** : R.C.C. Slab 6' - 0" long, 1' - 10" wide Gas table with Granite platform with 3' - 0" wall glaze tiles from platform and steel sink with marble flooring.
- 8. TOILET** : One plain basin white commode or pan with cistern Marble flooring with 4" skirting with 6' height white glazed tiles and concealed plumbing fitted with plain plated taps, fully conceal wiring.
- 9. ELECTRICITY** : Central MCB, Full concealed copper wiring, two light point, One fan point and one 5 amph. Plug point and one TV point in living rooms. Two light points, two plug point, two fan point, two 5 amph. Plug point, A.C Point in each room, one TV point and one telephone point in each room 100% Modular switches.
- 10. ELECTRIC METER** : Common electric meter should be installed by the Developer. Also common meter bill should be paid by the all flats owners in equal percentage.
- 11. WATER PUMP** : Common water pump shall be installed to provide water supply from under ground reservoir through overhead tank R.S.M. water supply only.
- 12. COLLAPSIBLE GATE** : Collapsible gate will be provided in front of the main entrance of Building.
- 13. GRILLS** : Grills to be provided at all balconies
- 14. EXTRA WORKS** : Extra fitting and works may be provided at extra cost to be paid by the purchasers.
- 15. LIFT** : Power Back up