

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this 29th day of November, **2020 (Two Thousand Twenty)**.

BETWEEN

1) MRS USHASI GHOSH (BISWAS), having PAN-BLFPG1880D, Wife of Sri Parichay Ghosh, by Occupation - Service, (Aadhaar No. in the name of Ushasi Biswas 8241 6322 1139) and 2) MR. KAMAL VYAS, having PAN-AZWPV6287H, Son of Late Chaman lal Vyas, by Occupation – Priest, (Aadhaar No. 3531 9808 0270), both by Caste – Hindu, both by Nationality Indian, both are resident of School Bagan, Bolpur, P.O and P.S. - Bolpur, District- Birbhum, Pin-731204, WB (hereinafter referred to as the LAND OWNERS / VENDORS of the **SCHEDULE “A”** mentioned property of this Sale Agreement.

AND

OWNERS/VENDORS and the partners of the SREE KRISHNA CONSTRUCTION CO, having PAN – ADRFS6195E, having registered Office at Bolpur Super Market, Block – A, Stall No. – 73, P.O, P.S – Bolpur (Santiniketan Road), District – Birbhum, Pin – 731204 represented by the partners (1) SRI SANKAR ADAK, son of Late Basanta Adak, having PAN – AFLPA1355E, by religion-Hinduism, by occupation – Business, residing at Kaikhali, Chiriamore, P.O. – R. Gopalpur, P.S. – Airport, Dist – North 24 Pargonas, Kolkata – 700136, West Bengal, (2) SRI DAYAMOY MONDAL, son of Late Tamal Mondal, having PAN – BUKPM7209N, by religion - Hinduism, by occupation – Civil Engineer, residing at Vill – Kunchly, P.O. – K. Gopalpur, P.S. – Santiniketn, Dist – Birbhum, PIN – 731204 and (3) SRI CHIRABRATA MUKHERJEE son of Satyanarayan Mukherjee, having PAN – BMHPN8864L, by religion Hinduism, by occupation – Business residing at Goalpara, P.O. & P.S. – Santiniketan, Dist – Birbhum, Pin – 731235, West Bengal represented as a constituted attorney of the vendor of the **SCHEDULE “A”** mentioned property by virtue of registered Power of Attorney dated 8th day of May 2019 and registered at the office of A.D.S.R., Bolpur Birbhum recorded in Book no.1, volume no.0303-2019 page from 74061 to 74070, being No.030303695 for the year 2019 (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include their heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

AND

1) Sri Hirak Kumar Ghosh (Having PAN ADJPG0254A, Aadhaar No.5866 8083, 9709) S/o Bipad Bhanjan Ghosh, 2) Smt. Chaina Ghosh (Having PAN BNFPG0985D, Aadhaar No.6952 4481 8965) wife of Late Manikeshwor Ghosh 3) Sri Sudipta Ghosh (Having PAN – CHTPG0266J, Aadhaar No.5491 1867 8255), Son of Late Manikeshwor Ghosh 4) Sri Biswajit Ghosh (Having PAN – AHAPG2406K, Aadhaar No.8641 2659 6516) Son of Late Manikeshwor Ghosh, All are by faith Hindu, Nationality – Indian, all are residents of School Bagan, Bolpur, Ward No.9 of Bolpur Municipality, P.O & P.S – Bolpur, District – Birbhum, Pin – 731204, W.B. hereinafter referred to as the OWNERS / VENDORS of the **SCHEDULE “B”** mentioned property of this sale agreement.

AND

The partners of the SREE KRISHNA CONSTRUCTION CO, having PAN – ADRFS6195E, having registered Office at Bolpur Super Market, Block – A, Stall No. – 73, P.O, P.S – Bolpur (Santiniketan Road), District – Birbhum, Pin – 731204 represented by the partners (1) SRI SANKAR ADAK, son of Late Basanta Adak, having PAN – AFLPA1355E, by religion Hinduism, by occupation – Business, residing at Kaikhali, Chiriamore, P.O. – R. Gopalpur, P.S. – Airport, Dist – North 24 Pargonas, Kolkata – 700136, West Bengal, (2) SRI DAYAMOY MONDAL, son of Late Tamal Mondal, having PAN – BUKPM7209N, by religion Hinduism, by occupation – Civil Engineer, residing at Vill – Kunchly, P.O. – K.

Gopalpur, P.S. – Santiniketn, Dist – Birbhum, PIN – 731204 and (3) SRI CHIRABRATA MUKHERJEE son of Satyanarayan Mukherjee, having PAN – BMHPN8864L, by religion Hinduism, by occupation – Business residing at Goalpara, P.O. & P.S. – Santiniketan, Dist – Birbhum, Pin – 731235, West Bengal represented as a constituted attorney of the vendor of the **SCHEDULE “B”** mentioned property by virtue of **Registered Power of Attorney** dated **19th day of December 2018** and registered at the office of A.D.S.R., Bolpur Birbhum recorded in book no.1, volume no.0303-2019 page from 204152 to 204187, being no.030309902 for the year 2019 (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include their heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

AND

SREE KRISHNA CONSTRUCTION CO, having PAN – ADRFS6195E, having registered Office at Bolpur Super Market, Block – A, Stall No. – 73, P.O, P.S – Bolpur (Santiniketan Road), District – Birbhum, Pin – 731204 represented by the partners (1) SRI SANKAR ADAK, son of Late Basanta Adak, having PAN – AFLPA1355E, by religion Hinduism, by occupation – Business, residing at Kaikhali, Chiriamore, P.O. – R. Gopalpur, P.S. – Airport, Dist – North 24 Pargonas, Kolkata – 700136, West Bengal, (2) SRI DAYAMOY MONDAL, son of Late Tamal Mondal, having PAN – BUKPM7209N, by religion Hinduism, by occupation – Civil Engineer, residing at Vill – Kunchly, P.O. – K. Gopalpur, P.S. – Santiniketn, Dist – Birbhum, PIN – 731204 and (3) SRI CHIRABRATA MUKHERJEE son of Satyanarayan Mukherjee, having PAN – BMHPN8864L, by religion Hinduism, by occupation – Business residing at Goalpara, P.O. & P.S. – Santiniketan, Dist – Birbhum, Pin – 731235, West Bengal, hereinafter referred to as “DEVELOPER” (Which terms and expression shall unless exclude by or repugnant to the context be deemed to mean and include its executors, administrators, representatives and assigns) of the THIRD PART.

AND

SMT. MANISHA KAR, W/o, Sri Soumendu De being PAN- DHUPK4574H & AADHAR No 6869 3857 5841 , Mobile No. : 8116400150 by occupation: Service, by Caste- Hindu, by Nationality-Indian, residing at Village Hatkirtinagar, P.O.- Hatkirtinagar, P.S.-Ausgram, Dist.- Purba Burddhaman Pin-713128 W.B. hereinafter referred to as the PURCHASER (Which terms and expression shall unless exclude by or repugnant to the context be deemed to mean and include her heirs executors, administrators, representatives and assigns) of the FOURTH PART.

AND WHEREAS the first party (owner) are the absolute owner of the land and fully seized and possessed of all that piece and parcel of vity and Bastu land measuring 5.25 Satak + 5.25 Satak, Total land area 10.5 Satak, equivalent to 06 (six) cottahs 5 (five) chittacks 28.8 (Twenty eight point eight) sq.ft. more or less be the same a little more or less free from any encumbrances whatsoever situated at Mouza – Bolpur, Block – Bolpur, J.L. No.99, P.S. – Bolpur, within jurisdiction of A.D.S.R. Bolpur, lying and situated at Vill & P.O – Bolpur,

Dist – Birbhum under the area of Bolpur Municipality within Ward No.09, holding no.167/129. The land described in the schedule hereunder in **SCHEDULE “A”** of the terms and conditions as recorded in Development Agreement dated 16th day of April, 2019 register at the office at A.D.S.R. Bolpur, recorded in Book No.1, Volume No.0303-2019 being Deed No.3240 for the year 2019. Description of land Mouza – Bolpur, L.R. Khatian no.21390 in the name of Usashi Ghosh, L.R. Plot No.1394, area 04 decimal and L.R. Plot No.1386 area 1.25 decimal Total 5.25 decimal recorded in the name of Usashi Ghosh and L.R. Khatian no.19868 (in the name of Kamal Vyas)

L.R. Plot no.1386, 1.25 decimal
L.R. Plot no.1394, 1.50 decimal
2.75 decimal

and in L.R. Khatian no.1563,
L.R. Plot no.1394, 2.5 decimal
Total 5.25 decimal (recorded in the name of Kamal Vyas)
The above noted 10.5 decimal of land are more specifically described in **SCHEDULE “A”**.

AND WHEREAS the Second Party (owner) are the absolute owner of the land and fully seized and possessed of all that piece and parcel of “Bastu” land measuring 5.5 (five point five) decimal equivalent to 03 (three) cottahs 05 (Five) Chittacks 10.8 (ten point eight) sq.ft. more or less be the same a little more or less lying and situated at Mouza – Bolpur, Block – Bolpur, J.L. No.99, L.R. Khatian no.11150, 23778, 23779 and 23780 L.R. Plot no.1393 with an area 5.5 decimal, classification – Bastu, P.S – Bolpur, within the Jurisdiction of A.D.S.R. Bolpur lying and situated vill & P.O & P.S – Bolpur, District – Birbhum under the Bolpur Municipality within ward no.9, holding no.167/2. The above noted 5.5 decimal are the land of second parties which is specifically described in **SCHEDULE “B”** of this sale agreement.

AND WHEREAS due to residential problems of the owners of the First party herein decided and entered into a Registered Development Agreement with the Developer namely “Sree Krishna Construction Co” a partnership firm and the said agreement registered on dated 16th day of April 2019 at the office of the A.D.S.R. Bolpur and recorded Book No.I, volume no.0303-2019, pages 64588 to 64635, being no.030303240 for the year 2019 hereinafter referred to as the said development Agreement for construction of the said building.

AND WHEREAS due to lack of Financial problems of the owner of the Second party for their **Schedule “B”** mentioned property decided and entered into a Registered Development Agreement with the Developer namely “Sree Krishna Construction Co” a partnership firm, and the said Agreement Registered on dated 22nd day of November 2019 Registered at the office at A.D.S.R. Bolpur, recorded in book no. I, volume no.0303-2019, being Deed no.9626 for the year 2019, hereinafter referred to as the said Development Agreement for construction of the building.

AND WHEREAS on approached to the party of First part for their **Schedule “A”** mentioned land and the party of Second party for their **Schedule “B”** mentioned land and above building plan over the above noted **Schedule “A” & Schedule “B”** mentioned property or land hereunder has been sanctioned and the Developer herein got the said sanctioned building plan vide Sanction no. BM/BP/S/513 dated 19/02/2020 from Bolpur Municipality in the name of First Party and Second Party/owners of the **Schedule “A” & Schedule “B”** mentioned property.

AND WHEREAS as the owners/vendors of First Party and Second Party herein executed two separate registered power of Attorney being no.3695/2019 and 9902/2019 respectively registered in the office of the A.D.S.R. Bolpur, Birbhum in favour of Partner of the Developer “Sree Krishna Construction Co” a partnership firm having its, registered office at Bolpur Super Market, Block “A”, stall no.73, P.O & P.S & A.D.S.R. Office Bolpur, District – Birbhum, Pin – 731204 as attorney and/or confirming authority to enter into an agreement for sale of flats, garages and shops (save and except the said flat of owners of First part agreed to be handed over to the owner/vendor of **Schedule “A”** mentioned property as per terms of the development agreement) with the same to intending purchaser/purchasers and other terms and condition therein mentioned.

AND WHEREAS the owners/vendors of second part executed a registered power of attorney being no.9902/2019 registered in the office of the A.D.S.R. Bolpur, Birbhum in favour of partners of the Developer “Sree Krishna Construction Co” a partnership firm having its registered office at Bolpur Super Market, Block – “A” stall no.73, P.O & P.S & A.D.S.R. Office Bolpur, District – Birbhum, Pin – 731204 at attorney and/or confirming authority to enter into a development Agreement for sale of all the Flats, garage & shop of the **Schedule “B”** mentioned property of this agreement i.e. all the FAR or total constructional areas all inclusive as per sanctioned building plan obtained from Bolpur Municipality in the multistoried building.

AND WHEREAS due to residential problems of all the Owners herein and they have decided to make the construction by Amalgamation into a single plot and of one building upon their respective plot of land and due to their financial paucity all the Owners herein, could not construct any construction on their holding and hence they had on the request of the Developer and all the parties herein have agreed to enter into this Development Agreement stating the terms and conditions in details to avoid any litigations, which may or may not arise in future by and amongst the parties herein and they had decided and enter into the two separate Registered Development Agreements with the Developer, and all the said Agreement Registered on dated 16 day of April,2019, at the office at A.D.S.R. Bolpur, Birbhum, and recorded in Book No-I, Volume No 0303-2019, Pages from 64588 to 64635, being No 3240, for the year 2019, and another deed recorded on dated 10 day of December, 2019 in Book No I, Volume No 0303-2019, Pages from 197967 to 198026, being No 9626 , for the year 2019 respectively, namely “**Sree Krishna Construction Co.**”, a partnership firm hereinafter referred to as the said Development Agreements for construction of the said land for multistoried building.

AND WHEREAS for the betterment of the construction and to make these two plots of the land more useful the owners have Amalgamated the plot by Notary of Amalgamation dated 28th day of August, 2020 to make it into a single plot of land and the area of the amalgamate plot is now about **9 (Nine) Cottahs 10 (Ten) Chittacks 39.6 (Thirty Nine point Six) Sq.Ft.** more or less, morefully describe in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS as per agreement entered into the party of the Third part/Developer has agreed to abide by the terms and condition as mentioned in those Development Agreement, the third party/Developer is entering into this agreement with the First part and Second part for booking flat, car, shops, car parking spaces etc.

AND WHEREAS the purchaser/s has already taken inspection of the title Deeds and other document as well as sanction Building plan and papers of the property and made himself/herself fully conversant with the terms, conditions and the covenant contained therein and has made all investigations as to title and has fully satisfied himself/herself and accepted the said title of the Owners/Vendors and recently Government of India is going to pass an Act instead of Super built up, Carpet Area will be assessed as charged for registration of the Flat. Purchaser and Developer herein have decided that if such Act will change, the price will be same for Carpet Area and Super built up Area as the case may be.

AND WHEREAS the Purchaser has agreed with the Developer to purchase the **Flat No. "3C"** on the 3RD **(Third) Floor**, having an area of **860 Sq.ft. (approx)**, super built up more or less, at the rate of **Rs.3000/- (Rupees Three Thousand)** only per Sq.ft. i.e. total price of the said Flat is **Rs.25,80,000/- (Rupees Twenty Five Lac Eighty Thousand)** only of the building namely "Hena Apartment" lying and situated at School Bagan, Bolpur, P.O & P.S – Bolpur, Dist – Birbhum, Pin – 731204, hereinafter referred to as the said Flat from the developer allocation only subject to the terms, condition and covenant herein contained and morefully describe in the **SECOND SCHEDULE** hereunder written.

AND WHEREAS the price of the said Flat has been arrived at **Rs. 25,80,000/- (Rupees Twenty Five Lac Eighty Thousand)** only, together with undivided proportionate share of land and other common facility joint with the Owners/Buyers.

AND WHEREAS the purchaser/s has paid the sum of **Rs. 2,58,000 (Rupees Two Lac Fifty Eight Thousand)** only out of **Rs. 25,80,000/- (Rupees Twenty Five Lac Eighty Thousand)** only, to the Developer as an advance in respect of the said Flat and the balance amount to be paid by the purchaser/s as per **THIRD SCHEDULE** hereunder contained.

Approximate measurement is now given for Flat due to Flat is under construction. Final measuring will be applicable at the time of Registration.

NOW THIS AGREEMENT WITNESSETH and hereby agreed and declared by and between the parties hereto follows :-

- a. The purchaser has to the execution of this Agreement, Satisfied himself/herself about the title and/or the authority of the Vendor/Developer to sell the said flat together with proportionate share of the said land and all other common facilities and amenities of the said new constructed building on which the said flat is erected and constructed and the purchasers shall not be entitled to further investigation of the said property and also to make any requisition title or to put or raise any matter involving the title of the said flat and the Vendor/Developer is not liable to answer any such requisitions as to the said building plan and specifications.
- b. The purchaser/s agrees to purchase the said Flat being Flat No. “3C”, on the Third Floor, measuring an area 860 Sq.ft. (**approx**) super built up more or less of the building namely “Hena Apartment” lying and situated at School Bagan, Bolpur, P.O & P.S – Bolpur, Dist – Birbhum, Pin – 731204, in the said property described in the **Second Schedule** hereunder written or for written at or for the sum of **Rs. 25,80,000/- (Rupees Twenty Five Lac Eighty Thousand)** only.
- c. The said total price of **Rs. 25,80,000/- (Rupees Twenty Five Lac Eighty Thousand)** only, be paid by the purchaser to the Developer in the manner as set out in the Third Schedule hereunder written.
- d. In the event of the Purchaser failing or neglecting or refusing to pay the balance amount of the amount of the said Flat as per terms of Third Schedule in that case the Developer shall be at liberty to cancel this agreement and the advance amount will be returned to the purchaser by the Developer by deducting 15% on the advance amount for incidental expenses, of the above booking Flat. On such cancellation to the contrary, be absolutely entitled to deal with the said Flat in such manner to the Developer will think fit and proper in its sole discretion and without any interference to the purchasers and also to sell the said Flat at such price and on such terms and conditions as the Developer may think fit and proper to any dispute on objection of any nature whatsoever in that respect.
- e. The Developer agrees to complete the construction of the said Flat with ‘A’ Class materials in proper workmanship manner as per the specification as not in and to deliver to the purchaser vacant possession of the said Flat in the habitable condition for immediate use enjoyment and occupation if the possession is not complete within time then the time will be extended automatically two months subject to the conditions or incidents or accidents taking place for reasons beyond control of the developer and also subject to the purchasers making full payment of all moneys payable under this Agreement by the Purchasers to the developer.

- f. Under the circumstances, the possession of the said Flat shall as given by the Developer to the purchaser until and unless all deposit payment and dues payable under this agreement by the purchaser has been paid full to the Developer subject to the provisions herein contained the possession of the said Flat shall be given sooner than the same is ready for immediate use and occupation and the purchaser agrees to take possession of the said Flat within end of the **April 2021** from the date of execution of this Agreement from the Developer stating that the said Flat is ready for use and occupation if for reason of electric and/or power and/or water and/or drainage and/or sewerage from the concerned authorities and of labour troubles for fire, earthquake, floods enemy war or other natural calamities or other acts of God or for restrictions imposed by the central or State Government / Bolpur Municipality or any other public bodies or authorities or for any cause beyond control of the Developer the date of delivery of possession of the said Flat automatically stand extended for such period as may be required for the said reason.
- g. As per terms and conditions of the agreement the Purchaser shall be entitled to get possession of the Flat. After taking over possession of the said Flat the purchaser shall not be entitled to raise any objection with respect to works or quality of materials used therein. Further the purchaser/s shall have no right to raise objection regarding installation of works or portion thereof or any other pan thereof or any other ponies of the ownership building.
- h. The purchaser/s shall abide by all rules, regulations and laws of the Central or State Govt./Bolpur Municipality and all other authorities or local bodies. The purchaser shall keep and maintain inside of the said Flat and every par, they which he/she agreed to purchase. The purchasers shall be liable for any deviation violation of regulations in respect thereof.
- i. The purchaser/s shall keep the said Flat together with walls partition, walls, staircase, water tank, all other common portion sewerage drains electric and sanitary connections pipes, fittings, fixtures, installations and all other fittings and fixtures in good working and tenantable condition and shall not to make or carry out any act, deed, matter or things so as to prejudice or effect of hamper proper support and protection of other parts of the said multistoried building.
- j. The purchaser/s shall not let out, sell transfer, convey, mortgage, charge or in any way encumber, save and except with any bank or housing finance company for raising housing building loan or deal with dispose of the said Flat nor shall assign or part with possession of the Flat of the benefits under this agreement prior or making of all payments of all his dues to the developer under and by virtue of this agreement.
- k. The purchaser/s shall not demolish or came to be demolished or damaged the said Flat or any part thereof and will not make or cause to be made addition or alteration of

whatsoever nature to and in the said Flat or any part thereof which may cause any damage of the ownership building, the developer shall be entitled not to carry out necessary addition and alteration inside the said Flat and the purchaser hereby given their unqualified consent for the same and the purchasers shall not demolish of the structure as per sanctioned plan.

- l. The purchaser/s shall not decorate or change the exterior of his/her Flat otherwise than in the manner as may be agreed to in writing by and between the purchasers and the Developer.
- m. The purchaser/s shall not throw or accumulate dirt, rubbish rags of other refuse or permit the same to be thrown or accumulated in the said Flat or in the common portion of the said ownership building.
- n. The said ownership building shall always be known as "Hena Apartment" and the said name shall not be changed or altered or modify by the Buyers on the said Flat after being completed when the said Flat is ready and fit for use and occupation the purchaser shall have to pay and clear up all the money payable by the purchasers as per schedule hereunder. Thereafter, the purchasers shall procure & bear the cost of necessary stamp fees and prepare a draft Deed for registration, with consent of the developer, and that the said deed or transfer shall comprise all the terms and condition stipulated as herein contained.
- o. All costs of upkeep maintenance and repairs and all payments of out goings and all expenses for such upkeep maintenance and repairs shall be borne by the purchaser proportionately after registration the said Flat.
- p. The purchasers must be paid to the developer one time amount of **Rs.20,000/- (Rupees Twenty Thousand)** only for set up Generator and **Rs.21,200/- (Rupees Twenty One Thousand Two Hundred)** only for individual Electric Meter connection of the one Flat.
- q. Regarding maintenance charges, purchaser/s will also pay the **maintenance charge @ Rs.1.20 (Rupees one and paise twenty)** only per sq.ft. of super built up area per month to the Developer after taking the possession/registration of the above mentioned Flat until forming the Association of the above noted apartment.
- r. All dispute is and differences arising out of this Agreement or in relation to the determination of liability of the parties hereto or by construction and the interpretation of any of the terms and meaning thereof shall be referred to the sole arbitration and the same shall be deemed to have reference under the provisions of the arbitration and conciliation or enactments thereunto from conciliation Act, modification or

enactments thereunto from time to time in force and the award given by the Arbitrators shall be binding conclusive and final.

DEFINITIONS:-

1. **BUILDING** shall mean and include the said multi storied R.C.C. frame structure containing numbers of residential Flats on the upper floors and commercial and Car parking space on the ground floor on the said property according to the said drawings plans and specification signed by the owners and simultaneously sanctioned by the competent authority and in conformity with the said detail of construction specifically written in the Fourth Schedule hereunder subject to the terms and conditions hereinafter stated.
2. **COMMON AREAS. FACILITIES AND COMMON AMENITIES** shall mean include corridors, hallways stairways passage ways, drive ways, space for pump set, space for electric meter, tube well, underground and over head water reservoir, water pump and electric motor, roof, open space around the building and other facilities and amenities which, may be, mutually agreed upon between the parties and required for the establishment, location, enjoyment, provision, maintenance and for management of the building as otherwise requires the items specified in section 3(d) of the West Bengal Apartment Ownership Act.1972.
3. **CO-OWNERS** shall mean and include all persons who have purchased or who have agreed to purchase Flat, commercial and Car parking space in the building the including the Developer for the Flat, commercial and Car parking space not yet to agreed to be sold.
4. **PROPORTIONATE OR PROPORTIONATELY** shall mean and include the proportion in which the area of any Flat, commercial and Car parking space by the total area of the Flat, commercial and Car parking space in the said building.
5. **COVERED AREA** shall means covered area of the Flat together with proportionate area of the stair and stair case landing and lobbies.
6. **SUPER BUILT UP AREA** shall means and includes the area which will be certify by the architect of the Developer as stated earlier and the said super built up area will be calculated as covered area plus 20% of the covered area;.
7. **SINGULAR** shall mean include the Plural and vice versa.
8. **MASCULINE** shall include the feminine and vice versa.

9. If Goods & Service Tax (GST) or any other Taxes arise then the Purchaser/purchasers will be paid the said as per applicable.

SCHEDULE "A" ABOVE REFERRED TO
(Description of land of owners of First Part)

ALL THAT piece or parcel of vity and Bastu land measuring about 10.5 (Ten point five) Satak/decimal equivalent to 06 (six) Cottahs 05 (five) Chittaks 28.8 (Twenty eight point eight) Sq.ft. be the same a little more or less lying and situated at Mouza Bolpur, J.L. No.99, R.S. Khatian no.3896, 3897, 3898, R.S. Plot no.565/2760 recorded in L.R. Khatian No. & L.R. Plot No. them.

L.R. Khatian no.21390 (in the name of Usashi Ghosh) Total area
L.R. Plot no.1394, Classification – Vity Area 04 decimal. 5.25 dec

L.R. Plot no.1386, Classification – Vity Area 01.25 decimal.

And L.R. Khatian No.19868 (in the name of Kamal Vyas) Total area

L.R. Plot no.1386, Classification – Vity Area 01.25 decimal. 5.25 dec

L.R. Plot no.1394, Classification – Bastu Area 01.5 decimal.

L.R. Khatian no.1563 (in the name of Kamal Vyas)

L.R. Plot no.1394, Classification – Bastu Area 02.5 (Two point five) decimal.

Holding no.167/129, ward no.09 (Nine) under Bolpur Municipality, within the jurisdiction of A.D.S.R. Bolpur, Birbhum, lying and situated at Bolpur School Bagan area, P.O & P.S – Bolpur, Dist – Birbhum, Pin – 731204 including there was a thirty years old two storied building, area of Ground Floor of said building is 1000 sq.ft. and area of First Floor 800 Sq.ft.

Boundaries :-

- On the North : Land in L.R. Plot no.1385 and 1395.
On the South : Land in L.R. Plot no.1387, 1388, 1393.
On the East : 23'-0" wide municipal Road.
On the West : Rest land in L.R. Plot no.1386.

SCHEDULE 'B' ABOVE REFERRED TO
(Description of land of owners of Second Part)

ALL THAT piece or parcel of land measuring about 5.5 Satak/Decimal equivalent to 03 (three) Cottas 05 (five) Chittaks 10.8 (Ten point eight) Sq.ft. more or less be the same a little more or less lying and situated at Mouza Bolpur, Block – Bolpur, J.L. No.99, L.R. Khatian No.11150, 23778, 23779 and 23780.

L.R. Plot no.1393 with an area of 5.5 decimals, Classification Bastu, P.S – Bolpur, within the Jurisdiction of A.D.S.R. Bolpur, lying and situated vill & P.O & P.S – Bolpur, Dist – Birbhum under the Bolpur Municipality within Ward no.09 (nine) Holding no.167/2 butted and bounded as follows :-

- On the North : Land of Ushasi Ghosh (Biswas) & Kamal Vyas in the L.R. Plot no.1394 (Part)
On the South : Land of Dipika Mukherjee in L.R. Plot no.1392.
On the East : 23'-0" wide municipal Pucca Road.
On the West : Land of Amiya Mukherjee in L.R. Plot no.1388 of Mouza – Bolpur.

FIRST SCHEDULE ABOVE REFERRED TO
AMALGAMATED PLOT OF LAND WITH PREMISES

ALL THAT piece or parcel of vity and Bastu land measuring an area **9 (Nine) Cottahs 10 (Ten) Chittacks 39.6 (Thirty Nine point Six) Sq.Ft.** be the same more or less, together with all privileges easements i.e. 6 (Six) Cottahs 5 (Five) Chittacks 28.8 (Twenty Eight point Eight) Sq.Ft. more or less situated at in Mouza Bolpur, J.L. No.99, R.S. Khatian no. 3896, 3897, 3898, R.S. Plot No. 565/2760, recorded in L.R. Khatian No. 21390 & L.R. Plot Nos. 1394, 1386 (in the name of Usashi Ghosh), and L.R. Khatian Nos. 19868 & 1563, and L.R. Plot Nos. 1386, 1394 (in the name of Kamal Vyas), Holding No.167/129, and 03 (three) Cottas 05 (five) Chittaks 10.8 (Ten point Eight) Sq.ft. be the same a little more or less lying and situated at Mouza Bolpur, Block – Bolpur, J.L. No.99, L.R. Khatian Nos.11150, 23778, 23779 and 23780 and L.R. Plot No.1393, Holding No.167/2, Ward No.09 (Nine) under Bolpur Municipality, within the jurisdiction of A.D.S.R. Bolpur, Birbhum, lying and situated at Bolpur School Bagan area, P.O & P.S – Bolpur, Dist – Birbhum, Pin – 731204 butted and bounded as follows :-

- On the North : Dr. Mukunda Das & Others
On the South : Nirmalya Mukherjee & Others
On the East : Municipal Road
On the West : Dinabandhu Singha

SECOND SCHEDULE ABOVE REFERRED TO
[Description of the Flat]

ALL THAT Flat No. “3C”, on the Third Floor, of the building having an area of **860 Sq.Ft. (approx.)** Super Built up area be the same little more or less comprised with **2 (Two) Bed Rooms, 1 (One) Living-cum-Dining-cum Kitchen, 2 (Two) Baths & Privies, 1 (One) Verandah** of the building standing on the premises mentioned in the **First Schedule** herein above containing together with the undivided proportionate share of the land in the said Premises known and identified as “Hena Apartment” lying and situated at School Bagan, Bolpur, P.O & P.S – Bolpur, Dist – Birbhum, Pin – 731204 along with the common parts and/or general common areas, amenities and facilities in the said building.

THIRD SCHEDULE ABOVE REFERRED TO

The Purchasers shall pay to the Developer the sum of **Rs. 25,80,000/- (Rupees Twenty Five Lac Eighty Thousand)** only of the said premises approximately towards the cost of the consecution and completion of the said Flat together with the proportionate undivided share or interest in the land comprised in the said premises appurtenant to the said Flat which has been calculated at the rate of **Rs.3000/- (Rupees Three Thousand)** only. The **Total Consideration amount of Rs. 25,80,000/- (Rupees Twenty Five Lac Eighty Thousand)** only pay by the purchaser/s in the following manners:-

- a. **Rs. 2,58,000/- (Rupees Two Lac Fifty Eight Thousand)** only on or before the day of Booking as well as signing of this presents.
- b. **Rs. 15,00,000/- (Rupees Fifteen Lac)** only within December-2020.
- c. **Rs. 5,00,000/- (Rupees Five Lac)** only within February-2021.
- d. **Remain balance Rs. 3,22,000/- (Rupees Three Lac Twenty Two Thousands)** only will be paid by the purchaser to the developer at the time of Sale Registration of the Deed of Conveyance i.e. *within end of April-2021 of the said flat.*

THE FOURTH SCHEDULE ABOVE REFERRED TO
SPECIFICATION OF WORK

1. STRUCTURE : Foundation and framed structure for multi-storied building as per Architectural and Structural design calculation sheet as approved by the Authority Concern;
2. Brick work & Plastering : Outer wall will be 8" and 5" thick, main wall and partition wall will be 5" and 3" thick with Netting and all inside and outside wall will be finished with cement plaster.
3. Wall Finishing : Toilets wall will be finished with glazed ceramic tiles upto 5.6' height front skirting and Glazed tiles upto 2.5' height from kitchen top BLACK stone & Green Marble. One basin in drawing/ dining;
4. Outer side of the walls and inside the flat and covered space in the ground floor will be finished with Birla wall putty. Outer side of the walls of the building will be finished with color coat painting and common areas of the stair of the building will be finished by wall putty with color.
5. DOORS : All door Frames will be good quality of Shal Wood and main door pallah and inside door pallah will be Tycon brand Flash Door and fitted with Chitkini. Main door fitted with hash bolt, PVC door will be provided for bath and privy.
6. WINDOWS : All windows will be made of Aluminum Sliding and section with glass Panel and solid grill protection of MS bar.
7. Flooring : Entire building will be finished with vitrified tiles and 2'-2' height skirting shall be provided.
8. Sanitary & Plumbing Fitting : Kitchen will be provided with 2(Two) points of CP Bib Cock/Stop Cock/Pillar Cock in Branded Quality, one Mixture in common toilet and Pvc. Pipes and Kitchen Top will be green marble Top Table and floor will be marble / Vitrified Tiles.
9. Living/Dining will be provided with one basin with Cp basin Pillar cock.
10. Toilet : Two points of CP Bib Cock and one stop cock, one shower rose, and one Anglo Indian Commode. All pipes are made shall be provided in good quality PVC. Western Commode /attached Toilet : 2 nos. Bib Cock, 1 No. Shower Point and 1 No. Western Commode with PVC Cistern.

- a) Electrical : All wiring will be concealed with copper good quality (Finolex) wire and all switch and plug are good quality branded, one A.C. Point will be provided only for Master Bed Room of the One Flat.
- i. Each bed rooms will have two light points (One Tube Light and One Double Bracket), one fan point, one 5 AMP plug point;
 - ii. Leaving cum drawing will have two light points, One Fan points, One T.V. Point, one Fridge point and One No. 5 AMP and 15 AMP plug point;
 - iii) Kitchen will have one light point, **2 Nos.** 15 AMP plug point and one exhaust fan point. Balcony will have one light point & one 15 AMP plug point;
 - iv) One common toilet will have one light point, one geyser point, one exhaust fan point.
11. Grill: All window grill and verandah grill will be made 2.5' feet of M.S. bars or Patty as per architect approved designed.
12. Colour : Building external side all two or more colour and painting.
13. Water Supply : 24 hours water supply will be provided by submersible pumps;
14. Lift : OTIS Lift will be provided by Developer;
15. C.C. T.V. : C.C. T.V. will be provided only for Common Area of the Apartment by the Developer after taking maintenance charges by the developer from the Flat owner/ owners.
16. Generator Service will be provided by the developer to purchaser to consume only 450 Watt per Flat and for the lifting water from water Sources, Lift & Light in common area of Apartment.

Extra Works : Any extra work other than standard specification shall be charged extra and such amount shall be deposited before the execution of such work as follows :-

(1) Main Door Collapsible Gate Cost	:	As per market value
(2) Extra Geyser point Cost	:	Rs. 14,000/-
(3) Extra A.C. point Cost	:	Rs. 15,000/-
(4) 15 Amp Plug Point Cost	:	Rs. 650/-
(5) 5 Amp Plug Point Cost	:	Rs. 525/-
(6) Covered Grill (Verandah) Cost	:	As per market value

IN THE WITNESS WHEREOF the parties have set and subscribed their respective hand on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE VENDORS, DEVELOPER AND
THE PURCHASER/S at Bolpur
In the presence of :

As Constituted Attorney of

1)Ushasi Ghosh (Biswas) , 2) Kamal Vyas
3) Hirak Kumar Ghosh,4) Chaina Ghosh
5) Sudipta Ghosh,6) Biswajit Ghosh

SIGNATURE OF THE VENDOR

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

Witness :-

1.

2.

RECEIPT

We, the Vendors and Developers herein do hereby receive a sum of **Rs. 2,58,000/- (Rupees Two Lac Fifty Eight Thousand)** only by way of Cash / Cheque from within named Purchaser as stated in the memo of consideration as stated herein under as earnest money and/or advance towards the Flat in question.

MEMO OF CONSIDERATION				
DATE	BANK	BRANCH	CHEQUE / NEFT / DD NO.	AMOUNT (Rs.)
29/11/20	SBI	BOLPUR	320819	2,00,000/-
29/11/20	SBI	BOLPUR	320820	58,000/-
(Rupees Two Lac Fifty Eight Thousand only)			Total = Rs. 2,58,000/-	

As Constituted Attorney of
Sri Tushar Kanti Ghosh
SIGNATURE OF THE VENDOR

SIGNATURE OF THE DEVELOPERS

Witness :-

1.

2.