



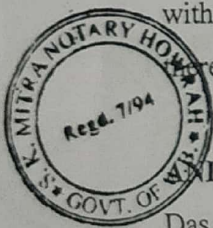


AND

**SREE SOMNATH PALUI** S/o. Late Sunitibhusan Palui by faith Hindu by occupation Business residing at 18/1, Rajballav Saha Lane, P.S & District – Howrah hereinafter referred to as **DEVELOPER** (includes her legal heirs, successors, representatives, transferees, assigns etc.) of the 3rd Part.

**WHEREAS** all the piece and parcel of a bastu land measuring about 4 Kottahs and structures thereon alongwith all other easements, rights, title, interest, possession and appurtenances thereto comprised in Howrah Municipal Corporation being premises No. 73/10, Dakshin Baksara 1<sup>st</sup> bye Lane, P.S – B.Garden, District – Howrah – 711109 HMC Ward No. 41 mentioned in the Schedule “A” below originally belong to Smt. Runu Rani Das and her daughter Smt. Sunanda Das. They acquired the said property by virtue of Judgment and Decree in Title Suit No. 47 of 2002 in the 3<sup>rd</sup> Court of Ld. Civil Judge (Sr. Divn.) at Howrah.

**AND WHEREAS** since obtaining the said Decree, Smt. Runu Rani Das and Smt. Sunanda Das were enjoying the said property peacefully and uninterruptedly. Subsequently said Smt. Runu Rani Das and Smt. Sunanda Das entered into a Development Agreement on 14.12.2011 (notarized on 16.12.2011) with the Developer/Confirming Party herein in view a multistoried building thereon and also executed a General Power of Attorney to that effect.



**AND WHEREAS** said Runu Rani Das died leaving the present vendor Sunanda Das as her only legal heir and successor.

**AND WHEREAS** the present Developer has started construction of a multistoried building over the said property in accordance with the sanctioned building plan after demolishing the old structure thereon.

**AND WHEREAS** the Developer is ready to sale the flats to the different buyers and the party of the 2<sup>nd</sup> part has agreed to purchase a flat measuring about 600

*Somnath Palui - Balai Chatterjee, 11 SEP 2019*



Sq. Ft. with 20% super built-up area on the 3<sup>rd</sup> Floor within the premises No. 73/10, Dakshin Baxara 1<sup>st</sup> Bye Lane, P.S. Shibpur (now A. J. C. Bose) District Howrah @ Rs. 2,500/- per Sq. Ft. from the Developer herein and already paid total Rs. 3,00,000/- (Three Lakhs) by cash Rs. 50,000/- and Rs. 2,50,000/- by cheque as an advance money to the developer/confirming party and he admits and acknowledge the same.

AND WHEREAS the purchaser will pay the balance consideration money within 3 months from this date mentioned in the schedule below and on receipt of the same, the party will sign and execute the necessary deed of Conveyance and handover the possession of Flat in favour of the Purchaser herein.

*✓ will also pay GST charges @ 5% extra to the developer hereinabove ✓*

AND WHEREAS in case of any failure to purchase the said flat by the purchaser herein, the developer will return the advance money to the purchaser after deduction of 25% of the same and in case of any failure to sale the said flat, the Developer will refund the advance money to the purchaser with all interest and expenses.

#### SCHEDULE - "A"

ALL THAT Piece and parcel of Bastu land containing an area of 4 Kottahs and structures thereon alongwith all other easement, rights, title, interest, possession and appurtenances thereto comprised in Howrah Municipal Corporation being premises No. 73/10, Dakshin Baksara 1<sup>st</sup> Bye Lane, , P.S. Shibpur (now A. J. C. Bose) District Howrah HMC Ward No. 41 butted and bounded by :

On the North : 73/7, Dakshin Buksara 1<sup>st</sup> Bye Lane.

On the South : 27/6, Dakshin Buksara.

On the East : 27/14/2, Dakshin Buksara.

On the West : 12' H.M.C. Road.

11 SEP 2019

*Somnath*  
*Balai Chatterjee*

SCHEDULE – “B”

All that Piece and parcel of a Flat measuring about 600 sq.ft. including 20% Superbuilt area consisting 2 bedrooms, 1 toilet, kitchen, dining room etc. on the 3rd floor within the proportionate rights of common passage easement etc. butted and bounded by :

On the North :

On the South :

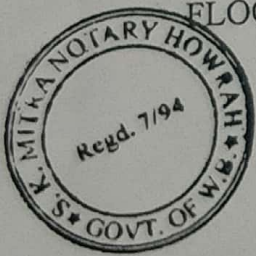
On the East :

On the West :

SCHEDULE – “C”

Proposed fitting, fixtures and utilities to be provided in each flat:

- STRUCTURE : RCC framed structures
- DOOR : All doors including the main door made with flush door shall be provided. Teak wood main door may be provided as extra cost to be borne by the purchaser.
- WINDOWS : Aluminium / steel / wooden window with glass;
- FLOORING : Floor Tiles in Bed Room, Living Room, Dinning space, Kitchen, Marble Slab in Bathroom.
- BATHROOM : 6-ft. high ceramic tiles on walls, standard vitreous Sanitary Fixtures, concealed plumbing lines;
- KITCHEN : Green Marble / Black stone platform with steel sink, Matching glazed tiles size 12” X 8” upto 2-ft.



- Balai Chatterjee - Somnath Pal  
11 SEP 2019



from the platform. Two water tap points with  
C.P Bib Cock.

WALLS & BRICKS : A class Bricks 8" outside walls. 5" Flat partition, 5"  
inner walls.

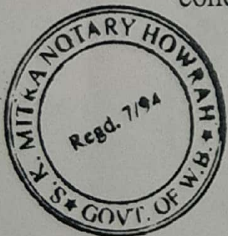
Internal walls with high quality super white plaster  
of Paris finish.

ELECTRICALS : Concealed wiring in all rooms. Three light Points,  
one fan point, one fuse point in each room. One  
light and fuse point in Kitchen & Toilet. For A.C  
& Geyser extra charge;

WATER : Overhead tank and underground reservoir for  
continue water supply.

EXTERIOR : Good quality colour work;

Subject to Developer shall have right to make further additions or alteration with  
regard to common facilities with the change of time subject to the terms and  
conditions to be decided in subsequent period.



Payment Schedule

a) On agreement Rs. 3,00,000/-

1) Rs. 50,000/- in Cash. dt. 26.08.2019 ✓

2) Rs. 2,50,000/- in Cheque dt. 26.08.2019 drawn on State Bank of India ✓

b) Balance in installments within 3 months

Sammant - Balai Chatterjee 11 SEP 2019

IN WITNESS WHEREOF the parties hereto have executed these presents the day, month and year above written.

Witnesses:

1) Tilak Senapati  
2/2, Tanti Parkem,  
Howrah - 9.

2) Raju Roy  
Soulu Buxarah  
Howrah - 10

3)

Somnath

- As a constituted attorney  
of Somnath Das

Signature of Vendor/1<sup>st</sup> Party

Balaji Chatterjee

Signature of Purchaser/2nd Party

Somnath

Signature of Developer/Confirming Party

Drafted by me

[Signature] [Signature]

Advocate



ATTESTED

[Signature] 11.9.19

S. K. Mitra  
Notary Howrah  
West Bengal, India  
Regd. No. 7/94

11 SEP 2019