MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made this the day of

Two thousand Nineteen <u>BETWEEN</u> SMT. <u>INDRANI GHOSH</u> having

PAN AKCPG2995E wife of Late Malay Kumar Ghosh aged about 80 years, by

faith Hindu by occupation Housewife by Nationality Indian citizen, residing

at P-42, Lake Town, Block 'B', P.O. Lake Town, P.S. Lake Town, Kolkata –

700089 AND <u>MISS SOMA GHOSH</u> having PAN AKCPG2997G daughter of

Late Malay Kumar Ghosh aged about 49 years, by faith Hindu by occupation House-girl by Nationality Indian citizen, residing at 42, Lake Town, Block 'B', P.O. Lake Town, P.S. Lake Town, Kolkata - 700089 hereinafter for the sake of brevity, jointly and severally called the **JOINT OWNERS** of the **Land** (which expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include their respective heirs executors, administrators representatives survivors successors and assigns) of the **FIRST PART** who have appointed Sri **NILKANTHA SAHA** one of the partner's of the **PRIYANTI CONSTRUCTION** by a separate Power of Attorney which has been registered by the Competent Registering Authority to act on behalf of them in respect of constructing building on their land and to deal with and dispose of or sell the Developer's share as per agreement for development **AND PRIYANTI CONSTRUCTION**, having PAN No. AADFP9411D, a Partnership firm registered under the Indian Partnership Act, 1932 having its office at 161/1, Dakshindari Road, P.O. Sreebhumi, Police Station - Lake Town, Kolkata - 700 048 and having its three Partners (1) **NILKANTHA SAHA** son of Late Gajendra Nath Saha having PAN AKSPS8697K by faith Hindu by occupation Business by nationality Indian citizen, residing at 181/25, Canal Street, P.O. Sreebhumi, P.S. Lake Town,

Kolkata - 700048 (2) SMT. MANGALA SAHA wife of Sri Nilkantha Saha having PAN AKSPS8696J by faith Hindu by occupation Business by nationality Indian citizen residing at 181/25, Canal Street, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048 and (3) ANINDYA SAHA son of Sri Nilkantha Saha having PAN AKSPS8695M by faith Hindu by occupation Business by nationality Indian citizen residing at 181/25, Canal Street, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048 in the district of North 24-Parganas hereinafter referred to as **DEVELOPER** (which expression unless otherwise excluded by or repugnant to the context shall be deemed to mean and include its successors-in-office and successors-in-interest partners and assigns) of the **SECOND PART** AND (1)son of by faith by occupation having PAN by Nationality, residing at...... (2)wife ofby faith by occupation having PAN by Nationality, residing at hereinafter for the sake of brevity called the **JOINT PURCHASERS** (which expression unless otherwise excluded by or repugnant to the context shall be deemed to mean and include respective

their legal heirs successors survivors administrators legal representatives and assigns) **OF THE THIRD PART**

W H E R E A S

By an Indenture of sale dated 25th November, 1969 made between Α. the Governor of West Bengal therein referred to Vendor therein and Bhupesh Chandra Ghosh resident of P-42, Block 'B', Lake Town, Kolkata - 700089 therein referred to as the Purchaser for valuable consideration sold transferred granted assured and assigned ALL THAT a piece or parcel of land admeasuring 4 (four) Cottahs 0 (zero) Chittak 2 (two) Square feet more or less lying and situate at P-42, Block 'B', P.O. Lake Town, P.S. Lake Town, Kolkata - 700089 and the said Deed of Sale was registered in the office of the Sub-Registrar Cossipore Dum Dum in Book No. 1, Vol. 110 pages 254 to 258 Being No. 7541 for the year 1969 and the annexed Plan of Deed No. 7541 attached to the page No. 7541 registered in Book No. I, Vol. 110 for the year 1969;

- B. The said Purchaser was seized and possessed of or otherwise well and sufficiently entitled to ALL THAT a piece or parcel of land admeasuring 4 (four) Cottahs 0 (zero) Chittak 2 (two) Square feet land and thereafter he constructed a two-storied Brick-built Building thereon;
- C. The said Purchaser, Bhupesh Chandra Ghosh was a Bachelor;
- D. The said Purchaser Owner of the said land died on 14th April, 1987 intestate leaving behind him survived his two nephews Malay Kumar Ghosh and Gautam Kumar Ghosh as his legal heirs who inherited the said property left by the said Bhupesh Chandra Ghosh;
- E. Malay Kumar Ghosh died on the 14th November, 2012 leaving behind him survived his wife Indrani Ghosh and one spinter daughter Miss Soma Ghosh;
- F. Bhupesh Chandra Ghosh son of Mohini Mohan Ghosh was bachelor who had two nephews, Malay Kumar Ghosh and Gautam Kumar Ghosh both sons of Late Paresh Chandra Ghosh who were his legal heirs and successors to inherit his property in accordance with Hindu Succession Act, 1956;

- G. Malay Kumar Ghosh was married but Gautam Kumar Ghosh was bachelor;
- H. Gautam Ghosh died on the 22nd October, 2010 intestate. As a consequence whereof his elder brother Malay Kumar Ghosh was his legal heir who inherited his undivided one-half share of immoveable property at P-42, Lake Town, Block 'B', P.O. Lake Town, P.S. Lake Town, Kolkata 700089;
- I. Thus the JOINT OWNERS herein are seized and possessed of OR OTHERWISE well and sufficiently entitled TO ALL THAT the undivided one equal half shares in the said property as detailed hereinabove;
- J. The Developer/Vendor herein caused to have demolished the said two storied Building and drew up a site Plan which was approved and thereafter Building Plan No. 261 dated 25.08.2017 was approved and/or sanctioned by the South Dum Dum Municipality for construction of one 6-storied (Ground plus five) Building thereon

and in terms thereof the Developer/Vendor herein commenced such construction of the 6-storied Building (G + five), it is in progress;

K. The Purchasers herein having come to know of such factuality and also having known of the Developer/Vendors herein in good faith approached and offered the Developer/Vendors herein for purchase of one residential Flat No. in the floor of the Building admeasuring Super Built-up area of 1353 sqr. ft. (one thousand three hundred fifty-three square feet) more or less together with undivided proportionate share in land attributable to the said area of Flat at or for a price or consideration of Rs...../- (Rupees) only and one Car Parking Garage admeasuring 130 sqr. ft. being Super built up more or less in the Ground floor together with undivided proportionate share in land attributable to the said Garage at or for price Rs...../- (Rupees) only (hereinafter referred to as the said property) the Developer/ Vendors have accepted such offer and agreed to sell the said property to the joint Purchasers;

L.

Out of the said consideration money of Rs/- (Rupees
) only the Purchasers have paid a sum of
Rs) only as and by way of
earnest money or Booking money out of which GST @ 12% (Goods
and Services Tax) Central Goods & Services Tax @ 6% and State
GST @ 6% is paid by the Purchasers to Developer/Vendors for
onward deposit to the concerned Department and the Balance
consideration money of Rs/- (Rupees)
only subject to deduction of GST which shall be paid by installments
in terms of clause (2) written hereinafter unto the
Developer/Vendor from which the GST is to be paid to the
Developer/Vendors at statutory rate which shall be deposited by the
Developer/Vendors as per Law by virtue to the GST Department as
and when it shall become due and payable and Purchasers shall
comply with the following terms and conditions as appearing
hereunder -

NOW THIS AGREEMENT WITNESSETH THAT in pursuance of the agreement contained hereinbefore the parties hereto doth hereby agree to bind and covenant unto each other as follows:

1. That the Developer/Vendor has agreed to sell one residential Flat No. in the floor and one Car Parking Garage in the Ground floor admeasuring more or less super Built up 130 square feet of proposed 6-storied Building and the Purchasers have agreed to purchase the said property (fully described in the Schedule 'B' hereunder) Together With undivided written indivisible and impartiable proportionate share in land as fully described in the (Schedule 'A' written hereunder) of the proposed Building at P-42, Lake Town, P.O. Lake Town, Block 'B', P.S. Lake Town, Kolkata -700089 and the price or consideration of the said property hereinabove are agreed to be sold at a price or consideration of Rs......) only with the common utility/services of common portions fully described in the Schedule 'C' written hereunder (the specification of construction is fully described Schedule 'D') subject to payment of proportionate or otherwise

Municipal rates taxes, TDS 1% to be deducted by the Purchasers if price exceeds Rs.50,00,000/- (Rupes Fifty lacs) only as applicable and payable and the costs, charges and expenses for repairs, maintenance and common services as hereinafter mentioned subject to the terms and conditions hereinafter expressed.

2.	The	full	agree	d Booki	ng r	money	and/	or a	dvance	mone	y of
	Rs		/-	(Rupees)	only	has	been	paid
	simu	ltaned	ously o	n execut	ion a	nd signi	ing of	this s	sale Ag	reemen	t and
	the	balar	nce co	onsiderat	tion	money	of	Rs		./- (Rı	ıpees
) onl	y sha	ll be pa	id in t	he ma	inner fo	llowing	:-
	1)	Rs	S		/-	(Rupe		······································	.) only	on o	r
	2)	Rs	S		./-						
	3)	Rs	S		./-						У
	Total:	Rs.			only						
	(Rup	oees) only	/				

BE IT MENTIONED here that possession of the said Flat aforesaid may be handed over on or about the 31st July, 2019 provided all the consideration money aforesaid are fully and punctually paid by the purchasers unto the Developer/Vendor on the stipulations specified in clause 2 hereinbefore as per schedule of payment and also if the Developer/Vendor is not prevented from any unforeseen reasons beyond the Control of the Developer/Vendor for such delivery of possession PROVIDED FURTHER that the Purchasers get the Deed of Conveyance registered as stipulated in Clause 4 hereinafter. PROVIDED ALSO that if any extra work is to be done by the Developer/Vendor as per specific written order of the Purchasers the Developer/Vendor shall do such extra work if the Purchasers pay such costs and expenses fully unto the Developer/Vendor in advance as per quotation of the Developer/Vendor before taking possession thereof.

3.(a) Upon completion of the said property the Developer/Vendors shall give notice in writing in that behalf to the Purchasers and such notice is to be given by Registered Post with A/D. or Speed Post or Courier Service to the Purchasers aforesaid at the address written herein or

last known address, as communicated by the Purchasers to the Developer/Vendor;

- b) The Purchasers shall pay the arrears of consideration money or price with interest, if any, payable by them before taking possession of the property in default of making such payment the Developer/Vendor shall withhold delivery of possession of the said property;
- the period hereafter stated, the maintenance costs charges and expenses as stated in the paragraphs 5 and 6 hereof per month as from the next month following the month on which the said Notice will be given irrespective of the fact that the Purchaser has not taken possession of the said property within the time aforesaid;
- 4. Upon payment of the said balance sum of Rs....../- (Rupees) only on or before,if any default is caused in payment of such balance money the purchasers shall pay accrued interest if any, thereon the Purchasers shall get the Deed of

Conveyance registered and for such purpose the Purchasers shall deposit all the costs and expenses required for registration of the Deed of Conveyance, as per requisition of the Developer/Vendor and on such deposit being made the Developer/Vendor shall arrange for registration of the Deed of Conveyance through Developer's/ Vendor's Advocate.

PROVIDED ALWAYS and subject to the Purchasers' paying to Developer/Vendor moneys payable under other clauses hereof and subject to the Purchaser' paying or agreeing to pay hereafter proportionate amount of money payable for and in respect of the Municipal Rates and taxes and the maintenances and other costs charges and expenses as mentioned herein and upon complying with all other obligations covenants and stipulations contained herein.

5. It is declared that the Developer/Vendor shall complete construction of the said property in accordance with the design, plan and specification shown and approved by the Purchasers with liberty to the Developer/Vendor to make suitable changes or modifications

thereof as may be deemed necessary and proper as per Municipal Rules Regulations and the Purchasers will not be entitled to raise any objection thereto, The Developer/Vendor shall not be liable to provide and the Purchasers shall not be entitled to call for any further fittings or fixtures or other amenities unless the Purchasers agree to bear and pay the extra costs and expenses, therefore and inform the Developer/ Vendor in writing before installing the fittings and fixtures.

- 6. The Purchasers further agree and bind them to bear and pay to the Developer/Vendor as follows :
 - (a) Proportionate share of Municipal Taxes after possession of the said property to be imposed in respect of the said premises or the amount of taxes if separately determined or assessed by the Municipal authority shall be paid by the Purchasers.
 - (b) Proportionate share of the total expenses for :
 - (i) maintenance, up-keep repairs or reconstruction of common passage, tanks pumps lift common electric fittings and

- fixtures, drainage and sewerage system, out-walls, Courtyards, entrance gate, tube-well, reservoir etc.;
- (ii) salary and wages of care-takers, Manager, liftman malis car park attendants, if any , pump sets and tube well attendants, watchmen, sweepers etc.;
- (iii) electric charges, water charges and all other costs, expenses and outgoings, incurred from time to time for and in respect of the said building;
- (iv) any other taxes including GST and or other taxes and statutory impositions, now imposed or hereafter to be imposed or levied in respect of the said premises or Building either by the Central or by the State Government or any other local or incorporated Body or Authority;
- 7. (a). The Purchasers further agree and bind themselves to pay to the Building Owners' Association or the Developer/Vendor until otherwise determined by the later a sum of Re. 1.00 per square

foot per month on account of the costs charges and expenses mentioned herein above chargeable on the super built-up area of the said property to be owned by the Purchasers including arrears subject to further enhancement as and when situation so demands;

- b. The payments to be made under Clause (a) above shall be made by the Purchasers to the said Association or the Developer/

 Vendor on or before the 1st week of each and every month in advance, the first of such payment to commence from the month on which possession of the said property shall be given or offered to the Purchasers;
- 8. In case the said monthly sum as mentioned hereinabove is found insufficient for meeting the outgoings mentioned hereinabove the Vendor or the Building Owners' Association of the Building after formation, shall have the right to enhance or decrease the said monthly sum to the extent as may be reasonably necessary to cover the deficiency and/or surplus in that event the Purchasers further

agree and bind themselves to bear and pay regularly as stated above in advance on or before the first day of each and every month and such additional sum or sums and every respective sums aforesaid without any objection whatsoever. So long the Building Owners' Association is not formed; such maintenance costs and expenses shall be paid to the Developer/Vendor herein.

- 9. That Developer/Vendor shall in respect of any amount due and payable by the Purchasers under the terms and conditions of this Agreement has a first and paramount charge on the said property the Developer/Vendor shall be entitled to enforce the said charge in accordance with law.
- 10. That the Purchaser(s) shall maintain their Flat No. in floor and Garage space in the ground floor agreed to be purchased by them in the same condition state and order in which it will be delivered to them at their own costs and shall abide by all Bye-laws Rules and Regulations of the Government, Municipality or Corporation, the CESC Limited, WBSEDCL or any other authority and

attend answer and responsible for all Notices violation of any conditions or Rules and Bye-laws will be governed by the respective laws and shall observe and perform all the terms and conditions contained in these presents.

- 11. The Purchasers shall use the said Flat No. in the floor for residential purpose and Garage space for keeping their own light vehicle and shall not cause obstruction annoyance, nuisance or inconvenience to the Developer/Vendor or the occupants of the other Apartment or Garage Owners or occupiers in the said proposed Building.
- 12. The Purchaser hereby covenants to keep their said property and its floor walls and partition walls, sewers, drains pipes and other fittings and fixtures and appurtenance thereto belonging in good conditions and in good tenantable repairs and conditions and in particular so as to support shelter and protect the part of the proposed Building other than the said property of the proposed Building.

- The Purchaser shall permit the Developer/Vendor or the members of the said Association and its surveyors and agents and workmen and others at all reasonable time to enter into upon the said property for the purpose of making, repairing, maintaining, rebuilding, cleaning lighting and keeping in order and good conditions and service drains, pipe, cables, lift, water courses, gutters, wires, structures, wires or other conveniences belonging to or used from the said proposed building and also for the purpose of pulling down, maintaining, repairing and testing, drainage and water pipes and electric wirings and for similar other purposes.
- 14. The Purchaser shall not at any time demolish or damage or cause to be demolished or damaged the said property or any part thereof or cause to be made addition or alteration of whatsoever nature to the said property area or any part thereof which may cause damage to the building and its foundation and column. The Purchasers may make addition or alteration in the said floor and Covered Garage Space in their interior portion only for their convenience but such addition or alteration will not be made in such a way which should

cause any damage to the foundation or column of the Building. If any damage is caused to the Building for such work, the Purchasers shall be held liable and responsible for its consequences.

15. It is agreed that simultaneously with the taking or delivering physical or symbolic possession of the said property and upon payment of all other dues payable under this Agreement the Developer/Vendor shall execute and get the Deed of Conveyance registered transferring the right, title and interest of the said property together with the undivided proportionate share in land absolutely unto the Purchasers for which the Purchasers shall also pay all costs as per requisition of the Developer/Vendor which will include the costs of preparation of the Deed of Conveyance by the Advocate of the Developer/Vendor in this regard. It is further agreed and confirmed by both the Purchasers that Deed of Conveyance and Agreement relating to the said property herein intended to be purchased by the Purchasers jointly will be written by the Advocate of the Developer/Vendor and the Advocate's fees and costs and charges including typing charges will be borne and paid in advance

by the Purchasers unto the Developer/Vendor as per requisition to be submitted by the Developer/Vendor to the Purchasers and in the event of failure neglect or default in making payment of such costs and expenses and Advocate's fees on the part of Purchasers. Developer/Vendor shall not execute and get the Deed of Conveyance registered and the Purchasers for such default shall face the legal consequences thereof.

16. Both the Purchaser shall not enter into any Agreement for sale of the said property or any part or portion thereof to any third party keeping due or outstanding the consideration money or any part or portion of it as provided and stipulated in this Agreement. In the event the Purchasers desire or intend to sell the said property or any portion or part thereof without making payment of the full consideration money to the Developer/Vendor the Purchasers shall Developer/Vendor return the said property to and the Developer/Vendor shall refund the agreed consideration money then paid by the Purchasers to the Developer/Vendor without any interest within a period of six months therefrom.

- 17. Both the Purchasers are at liberty to sell, transfer convey, alienate their right title and interest of the said property or any of their or any portion of them to its nominee or nominees after making full payment of the consideration money and other payable expenses to the Developer/Vendor as contained herein but not before by and through the Developer/Vendor for the purpose of execution of Indenture of such Transfer and payment of fees to the Developer's/Vendor's Advocate.
- 18. Both the Purchasers shall not construct any brick-built wall or partition wall or walls in the property other than the specification or Plan nor shall keep, store or stag any earth or soil in the Roof of the Building.
- 19. Both the Purchasers shall maintain the said property strictly in all respects and shall pay the costs and expenses for such maintenance to the Developer/Vendor and the Developer/Vendor shall accept such costs and expenses so long the Association is not formed.

- 20. Both the Purchasers shall be the owners of the undivided indivisible and impartible share in land as attributable to the said property as mentioned in Schedule 'A' hereunder written and the Land shall always be undivided indivisible impartable and even after demolition of the Building for any reason whatsoever, each registered owner shall be the owner of the undivided proportionate share in land.
- 21. Under no circumstances, the Purchasers shall engage any Promoter or Engineers or Contractor, masons, mistries, etc. for doing any work in the proposed floor and Garage Space during the continuance of this Agreement.
- 22. The name of the Building shall be **DISHITAA APARTMENT**.
- 23. In case any disputes and differences have arisen centering round this

 Agreement between the Parties herein in regard to interpretation of
 any clause or in any matter touching this Agreement shall be referred
 to one Arbitrator to be appointed by the Developer/Vendor and the

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Purchaser has consented hereby and hereunder for resolving such dispute by arbitrating the issue in dispute and such Arbitration proceedings shall be done or conducted under the Arbitration & Concilliation Act, 1996 as amended upto date. The place of Arbitration shall be at Kolkata and the language shall be in English.

THE SCHEDULE 'A' OF THE PROPERTY REFERRED TO ABOVE

ALL THAT piece and parcel of land admeasuring an area of 4 (four)

Cottahs 0 (zero) Chittak 2 (two) Square feet more or less at Patipukur

Township of the Government of West Bengal being Plot No. 42, Block 'B',

Lake Town, P.S. Lake Town, Kolkata – 700089 butted and bounded in the manner following –

ON THE NORTH : By 40' wide Road;

ON THE SOUTH : By Plot No. 71;

ON THE EAST : By Plot No. 43;

ON THE WEST ; By Plot No. 41;

THE SCHEDULE "B" ABOVE REFERRED TO

(FLAT NO. Floor and One Garage)

ON THE NORTH: By 40' - 0" wide Road in the Ground floor;

ON THE SOUTH: By Flat No.;

ON THE EAST : By passage of the Building on the Ground floor;

ON THE WEST : By passage of the Building on the Ground floor;

SCHEDULE 'C' COMMON UTILITIES/SERVICES & COMMON PORTIONS AND SERVICE AREA OF 25%

of FLAT

- 1. Roof.
- Common lobby common passage on the ground floor excluding the residential portions.
- 3. Deep tube well and its spares and accessories and equipments.
- 4. Two water pumps, underground water Reservoir, overhead brick-built water tanks.
- 5. Drains, sewerages and all fittings and fixtures of sanitary adjoining the sewerages.
- 6. Electrical Meters below stair landing and outside the stairs, between entrance gate and stairs in the ground floor.
- 7. Pump Room together with Durwan's Room and Bath-room on underground Reservoir.
- 8. One I00 capacity pump and one 200 capacity pump with Motor capacity 2 H.P. for 220 volts and one 2 H.P. capacity Motor 220 volts.
- 9. Sanitary pipe Lines.
- 10. 63 AMP Main Switch for 440 volts as required.

- 11. Intercom Telephone connection with equipment.
- 12. Main Gates and Boundary Walls.
- 13. Electrical Equipments and Electrical Wirings in the common places.
- 14. Open Spaces.
- 15. Roof to be used by Flat Owners equally in common.
- 16. Lift (with all accessories) from Ground to Top floor.

THE SCHEDULE "D" ABOVE REFERRED TO

CARE:

The above measurement is purely approximate as per arithmetical and geometrical calculation. Prices to be charged at the moment on the total area of any flat as per above measurement and shall be finally adjusted by charging MORE OR LESS as per physical and actual measurement after the completion of plastering works in the flat. There may be some adjustment in plan, if required and permitted.

ii) Proportionate share of service area and also land for each flat shall accordingly Increase or decrease as per actual measurement of the flat as mentioned above.

COMPOSITION OF FLATS:

Three Bedrooms Flat contains one Drawing cum dining one Kitchen, Two Toilets and one Balcony.

TYPE OF CONSTRUCTION & FINISH:

- i) STRUTURE R.C.C. framed Structural with 1st Class brick, external walls 8" and 5" internal walls.
- ii) FLOORING White Marble (Slab) flooring, Skirting, for Bed Rooms, Drawing cum Dinning and Balcony and Toilet & Kitchen.
- iii) KITCHEN Black Granite Cooking Decks, Stainless Steel sink, 3'-0" height glazed tiles dados above the cooking deck.
- iv) TOILET 6'-0" HEIGHT Glazed tiles dados above skirting.
- v) WATER SUPPLY Installation of deep tube well, Overhead Tank,

 Pump and Pump house. Provision would be
 there for underground Reservoir.

vi) SANITARY PLUMBING Concealed pipe lines with necessary fittings. Two Hanging white comodes with Sheet Cover, push valve, one white Porcelain Basin for Dining. Two wall mixture, Two showers & Two twin one Bib cock with commode shower underground sewerage connection.

vii) ELECTRICITY

Concealed wiring with necessary Switch Board having two light points, one fan point and one 5 AMP plug point for each bed room. Three light points, two fan points, one basin light point, one 5 AMP plug point for TV, one cable line, and Intercom line for Drawing cum Dinning room. One light point, one chimni point, one 15 AMP & 5 AMP plug point for kitchen. One light point, one 15 AMP plug point, one exhaust fan point, one basin light point for each toilet. One light point for each balcony. One light point and calling bell point for main entrance of the flat.

viii) DOORS WINDOWS & Waterproof flash door fitted in best sal wood frames with necessary fittings, Integrated Grill and Powder coated Almunium Sliding window.

ix) COLOURS

Plaster of paris finish without painting of internal walls putty and weather coat colour for outer walls, Synthetic Enamels paint on windows grills.

- x) PASTE Paste control treatment to be done from the beginning of foundation and casting of the building.
- X. Individual letter boxes on the walls at the Main Entrance (Ground floor) of the building.
- xi) Iron Gate at the Main Entrance of the building.

COMPLETION & DELIVERY:

Construction may be completed approximately within 24 months or extended period not exceeding 6 months there from the date of commencement of Building and delivery of possession of flats will be offered thereafter not before.

This Schedule forms part of this Agreement.

OR HOWSOEVER OTHERWISE the same premises is or are was or were known numbered called marked distinguished butted or bounded.

IN FAITH AND TESTIMONY WHEREOF the Owners/Vendors of the Land and the Developer/Vendors Flat/Units and Purchasers set their respective seals and subscribed their respective hands hereunto on the day month and year first above written.

SIGNED SEALED AND DELIVERED

<u> </u>	KOLKATA	in the presence	of

1.

(SMT. INDRANI GHOSH)

(MISS SOMA GHOSH)

OWNERS/VENDORS of Land

2.

FOR PRIYANTI CONSTRUCTION

3.

DEVELOPERS

DATED THIS DAY OF 2019

BETWEEN

- 1) SMT. INDRANI GHOSH and
- 2) MISS SOMA GHOSH

... <u>OWNERS</u> of the land and Vendors of land

AND

PRIYANTI CONSTRUCTION

... **DEVELOPER/VRNDORS**

AND

•••••	and
•••••	

..... PURCHASERS

MEMORANDUM OF AGREEMENT

In respect of Flat No in the floor and one Garage Space in the Ground floor at premises No. P - 42, Lake Town, Block B', P.O. Lake Town, P.S. Lake Town, Kolkata – 700089 is under Construction by **PRIYANTI CONSTUCTION** OF 161/1, Dakshindari Road, Kolkata – 700048.

MR. D. SAHA,

Advocate
High Court, Calcutta
6, Old Post Office Street,
1ST Floor, Room No.59,
Calcutta – 700 001.