

र्यान्चियद्भ परिचम बंगाल WEST BENGAL

42AB 396927

## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this

day of

Two Thousand and Twenty (2020).

#### BETWEEN

(1) <u>SMT. SWAPNA MALAKAR</u>, having <u>PAN – AOQPM4099F</u>, wife of Sri Narayan Chandra Malakar, by occupation – Housewife and (2) <u>SRI NARAYAN CHANDRA MALAKAR</u>, having <u>PAN – AOQPM4098E</u>, son of Late Nibaran Chandra Malakar, by occupation - Business, both by faith - Hindu, by Nationality - Indian, both are residing at 4 No. Khalishakota Pally, P.O. Rajbari, P.S. Dum Dum, Kolkata – 700 081, Dist. North 24-Parganas, hereinafter called as the "<u>VENDORS</u>" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the <u>FIRST PART.</u>

DREAM DEVELOPER

REAM DEVELOPER

Somm Sche

Partner

The Vendors herein are represented by their constituted Attorney **DREAM** DEVELOPER, having PAN - AAOFD2731K, a Partnership Firm, having its Principal place of business at BH-40/1, Jessore Road, City Mall Market, Ground Floor, P. O. Rajbari, P. S. Airport, Kolkata - 700 081, Dist. North 24-Parganas, represented by its Partners viz. (1) SRI ASHIM MALAKAR, having PAN - ANEPM7282K, son of Late Suklal Malakar, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 21/2 No. Airport Gate, Motilal Colony, P. O. Rajbari, P.S. Dum Dum, Kolkata - 700 081, District North 24-Parganas and (2) SRI BARUN SAHA, having PAN -APMPS8297Q, son of Sri Birendra Nath Saha, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 10/6, Pulin Avenue, P. O. Raibari, P. S. Dum Dum, Kolkata - 700 081, District North 24-Parganas by virtue of a Development Power of Attorney dated 20th day of April, 2018 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2018, Pages from 162822 to 162844, Being No. 150603483 for the year 2018.

### AND

DREAM DEVELOPER, having PAN – AAOFD2731K, a Partnership Firm, having its Principal place of business at BH-40/1, Jessore Road, City Mall Market, Ground Floor, P. O. Rajbari, P. S. Airport, Kolkata - 700 081, Dist. North 24-Parganas, represented by its Partners viz. (1) SRI ASHIM MALAKAR, having PAN – ANEPM7282K, son of Late Suklal Malakar, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 2½ No. Airport Gate, Motilal Colony, P. O. Rajbari, P.S. Dum Dum, Kolkata – 700 081, District North 24-Parganas and (2) SRI BARUN SAHA, having PAN – APMPS8297Q, son of Sri Birendra Nath Saha, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 10/6, Pulin Avenue, P. O. Rajbari, P. S. Dum Dum, Kolkata - 700 081, District North 24-

Parganas, hereinafter called and referred to as the "<u>DEVELOPER</u>" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Partners for the time being and the heirs and successors in its office and assigns) of the <u>SECOND PART</u>.

#### A N D

(1) SWAGATA BHATTACHARYA, having PAN – AMFPB2354K, son / wife / daughter of BHABANI PRASAD BHATTACHARYA, by faith - Hindu, by Nationality – Indian, by occupation - Service, residing at Word No. 3, Ratnanli, Radha Ballavpure, Tamluk, East-Midnapore, WB- 721627 and (2) SMT TAPATI BHATTACHARYA having PAN – AGUPB8627J, son / wife / daughter of BHABANI PRASAD BHATTACHARYA, by faith - Hindu, by Nationality – Indian, by occupation – House wife, residing at Word No. 3, Ratnanli, Radha Ballavpure, Tamluk, East-Midnapore, hereinafter called as the "PURCHASER(S)" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives and assigns) of the THIRD PART.

WHEREAS the Vendor No. 1 Smt. Swapna Malakar purchased a plot of land measuring an area of 9 (nine) Cottahs 7 (seven) Chittacks more or less but presently as per physical measurement 5 (five) Cottahs 5 (five) Chittacks 2.5 (two point five) sq. ft. more or less (after deduction of Road and others) lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in Dag No. 1849 & 1847, under Khatian No. 355, 354, within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, presently in the District of North 24-Parganas, which is morefully mentioned in the Part - I of the First Schedule hereunder written from Sri Nibaran Chandra Malakar by virtue of one Deed of Bengali Saf Bikray Kobala duly registered before the Sub-Registrar at Cossipore Dum

Dum and recorded in Book No. 1, Volume No. 104, pages 106 to 109, Being No. 5442, for the year 1980 against valuable consideration mentioned thereon.

AND WHEREAS by virtue of aforesaid Saf Bikray Kobala, the Vendor No. 1 Smt. Swapna Malakar became the sole and absolute owner of the said property and mutated her name in the records of local North Dum Dum Municipality and obtained Holding No. 309, K. K. Pally and is paying municipal taxes in her name as absolute owner and occupier thereof and is now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with right to sell, convey and transfer the same as the Vendor No. 1 Smt. Swapna Malakar will think fit and proper.

AND WHEREAS the Vendors herein Smt. Swapna Malakar and Sri Narayan Chandra Malakar jointly purchased a piece and parcel of a plot of land measuring an area of 4 (four) Cottahs 6 (six) sq. ft. more or less including passage lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under R. S. Khatian No. 342, within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, presently in the District of North 24-Parganas which is morefully mentioned in the Part - II of the First Schedule hereunder written from Sri Saibal Dasgupta by virtue of one Deed of Conveyance duly registered before the Additional District Sub-Registrar at Cossipore Dum Dum and recorded in Book No. 1, Volume No. 61, pages 299 to 320, Being No. 2829, for the year 1990 against valuable consideration mentioned thereon, where Sri Parimal Datta and others signed therein as the Confirming Party.

AND WHEREAS by virtue of aforesaid Deed of Conveyance the Vendors herein became the joint owners of the said property and mutated their names in the records of local North Dum Dum Municipality and obtained Holding No. 150 (1338), Chandpur Pally and are paying municipal taxes in their names as absolute owners and occupiers thereof and are now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with right to sell, convey and transfer the same as the Vendors shall think fit and proper.

AND WHEREAS the Vendors herein Smt. Swapna Malakar and Sri Narayan Chandra Malakar jointly purchased a piece and parcel of a plot of land measuring an area of 4 (four) Cottahs 9 (nine) Chittacks 41 (forty one) sq. ft. more or less including passage lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under R. S. Khatian No. 342, within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, presently in the District of North 24-Parganas, which is morefully mentioned in the Part - III of the First Schedule hereunder written from Sri Saibal Dasgupta by virtue of one Deed of Conveyance duly registered before the Additional District Sub-Registrar at Cossipore Dum Dum and recorded in Book No. 1, Volume No. 61, pages 321 to 340, Being No. 2830, for the year 1990 against valuable consideration mentioned thereon, where Sri Parimal Datta and others signed therein as the Confirming Party.

AND WHEREAS by virtue of aforesaid Deed of Conveyance the Vendors herein became the joint owners of the said property and mutated their names in the records of local North Dum Dum Municipality and obtained Holding No.

Partner

149 (1337), Chandpur Pally and are paying municipal taxes in their names as absolute owners and occupiers thereof and are now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with absolute right to sell, convey and transfer the same as the Vendors shall think fit and proper.

AND WHEREAS the Vendors herein Smt. Swapna Malakar and Sri Narayan Chandra Malakar jointly purchased a piece and parcel of a plot of land measuring an area of 4 (four) Cottahs 32.25 (thirty two point two five) sq. ft. more or less including passage as per physical measurement 4 (four) Cottahs 22.5 (twenty two point five) sq. ft. more or less lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under R. S. Khatian No. 342, within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, presently in the District of North 24-Parganas, which is morefully mentioned in the Part - IV of the First Schedule hereunder written from Sri Saibal Dasgupta by virtue of one Deed of Bengali Saf Bikray Kobala duly registered before the Additional District Sub-Registrar at Cossipore Dum Dum and recorded in Book No. 1, Volume No. 13, pages 357 to 368, Being No. 3384, for the year 1990 against valuable consideration mentioned thereon.

AND WHEREAS by virtue of aforesaid Deed of Conveyance the Vendors herein became the joint owners of the said property and mutated their names in the records of local North Dum Dum Municipality and obtained Holding No. 148 (1335), Chandpur Pally and are paying municipal taxes in their names as absolute owners and occupiers thereof and are now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions

from any corners together with right to sell, convey and transfer the same as the Vendors shall think fit and proper.

AND WHEREAS the Vendor No. 1 Smt. Swapna Malakar purchased a plot of land measuring an area of 2 (two) Cottahs more or less, lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under Khatian No. 342, within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, presently in the District of North 24-Parganas which is morefully mentioned in the Part - V of the First Schedule hereunder written from Sri Saibal Dasgupta by virtue of one Deed of Bengali Saf Bikray Kobala duly registered before the Sub-Registrar at Cossipore Dum Dum and recorded in Book No. 1, Volume No. 121, pages 381 to 392, Being No. 5159, for the year 1991 against valuable consideration mentioned thereon.

AND WHEREAS by virtue of aforesaid Saf Bikray Kobala, the Vendor No. 1 Smt. Swapna Malakar became the sole and absolute owners of the said property and mutated her name in the records of local North Dum Dum Municipality and obtained Holding No. 42 (1425), K. K. Pally and is paying municipal taxes in her name as absolute owner and occupier thereof and is now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with absolute right title and interest to sell, convey and transfer the same as the Vendor No. 1 Smt. Swapna Malakar will think fit and proper.

AND WHEREAS the Vendor No. 1 Smt. Swapna Malakar purchased a plot of land measuring an area of 1 (one) Cottah 15 (fifteen) Chittacks 38 (thirty eight) sq. ft. more or less, lying and situated at Mouza - Sultanpur, J. L. No.

10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under Khatian No. 342, within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, presently in the District of North 24-Parganas, which is morefully mentioned in the Part - VI of the First Schedule hereunder written from Smt. Anjali Rani Dey by virtue of one Deed of Bengali Saf Bikray Kobala duly registered before the Sub-Registrar at Cossipore Dum Dum and recorded in Book No. 1, Volume No. 112, pages 191 to 202, Being No. 4157, for the year 1987 against valuable consideration mentioned thereon.

AND WHEREAS by virtue of aforesaid Saf Bikray Kobala, the Vendor No. 1 Smt. Swapna Malakar became the sole and absolute owner of the said property and mutated her name in the records of local North Dum Dum Municipality and obtained Holding No. 155 (1472), Chandpur Pally and is paying municipal taxes in her name as absolute owner and occupier thereof and is now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with absolute right title and interest to sell, convey and transfer the same.

AND WHEREAS in that circumstances, the Vendors herein became the joint owners of the specific land as per physical measurement 21 (Twenty One) Cottahs 6 (Six) Chittacks 32 (Thirty Two) Sq.ft. more or less, morefully mentioned in the Part - VII of the First Schedule hereunder written and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with right to sell, convey and transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Vendors will think fit and proper.

AND WHEREAS with a view to develop the aforesaid plot of land by raising construction of several numbers of multi storied buildings consisting of several self contained flats and / or units, the Vendors herein entered into a registered Development Agreements dated 20.04.2018, with the Developer herein under some terms and conditions mentioned which was duly registered before the Additional District Sub-Registrar at Cossipore Dum Dum, and recorded in Book No. I, Volume No. 1506-2018, Pages 162423 to 162456, Being No. 150603472 for the year 2018 and the Vendors herein also executed one Development Power of Attorney dated 20.04.2018, duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2018, Pages from 162822 to 162844, Being No. 150603483 for the year 2018 empowering the Developer to do all acts, deeds and things in respect of the said property on their behalf and to construct and complete the said building as well as to sell, convey and transfer the Developer's Allocated units of the proposed building to any intending buyer or buyers as the Developer will think fit and proper.

AND WHEREAS the Developer has invited offer to sale one Flat vide No. H-3, on the 3<sup>rd</sup> Floor, (North) side, measuring a super built up area of 779 sq. ft. and One Twin Share covered Garage portion also mentioned measuring 120 Sq.ft. more or less with the undivided proportionate share of the said premises including right to use as common all common service area of the said building and proportionate right on the land.

AND WHEREAS the Purchaser(s) has / have taken inspection of the lay out as aforesaid and have made himself / herself / themselves satisfied as to the marketable title of the Vendors and the Purchaser(s) have approached the Vendors and Developer for purchase the said Flat vide No. H- 3, on the 3<sup>rd</sup> Floor, (North) side, measuring a super built up area of 779 sq. ft. and One Twin Share covered Garage portion also mentioned measuring 120 Sq.ft. more or less of the building more fully described in the Second Schedule written hereinafter referred to as the said Flat subject to good and marketable title being made in respect of the said flat being found free from all encumbrances, the total cost of the said Flat & Garage is Rs. 28,70,700/-(Rupees Twenty Eight Lacs Seventy Thousand Seven Hundred) only.

# **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- 1. That the Vendors and the Developer have agreed to sell and the Purchaser(s) shall agreed to purchase one Flat vide No H- 3, on the 3<sup>rd</sup> Floor, (North) side, measuring a super built up area of 779 sq. ft. @3300/- per Sqft with 1% GST and One Twin Share covered Garage portion also mentioned measuring 120 Sq.ft. @3,00,000/- with 1% GST along with the undivided proportionate share of land of the said building and right to use all common service of the said building more fully and particularly mentioned in the Second Schedule written hereinafter cost of the Flat along with the undivided proportionate share of land of the said building is Rs. 28,70,700/- (Rupees Twenty Eight Lacs Seventy Thousand Seven Hundred) only.
- 2. That the Purchaser(s) paid to the Vendors and the Developer on or before the execution of this Agreement a sum of Rs. 28,70,700/-(Rupees Twenty Eight Lacs Seventy Thousand Seven Hundred) only. as and by way of booking money and / or part payment of the consideration money (receipt whereof the Developer do hereby admit

and acknowledge) and balance amount shall be paid by the Purchaser(s) to the Developer as per payment Schedule. The Vendors and the Developer shall deliver the possession of the said flat within 24(Twenty Four) months from the signing of this agreement and the Vendors execute a Deed of Conveyance in favour of the Purchaser(s) herein or his / her / their nominee within the stipulated period after receiving balance consideration amount and at the time of final measurement, If the area of Flat is excess more than area of 779 Sq.ft. more or less then the Purchaser(s) shall pay the cost of excess area at the rate of Rs. 3300/- per Sq.ft. to the Developer and on the other side, if the area of flat is less than the area 779 Sq.ft. more or less, the Vendors and Developer shall refund the cost of less area at the rate of Rs. 3300/- per Sq.ft. to the Purchaser(s).

- The Purchaser(s) shall pay the cost of electric meter at his / her / their own cost.
- 4. That the Purchaser(s) shall pay to the Vendors and Developer the maintenance charges of the said building per month from the date of delivery of the said possession or receive letter of possession of the said Flat from the Vendors and Developer which ever is earlier till the formation of the Owner's Association.
- 5. In case the Purchaser(s) fail to pay the balance amount as per payment Schedule mentioned below from the signing of this agreement or intend to cancel this agreement and in that event the money already paid or to be paid by the Purchaser(s) shall be returned by the Developer to the Purchaser(s) within 6 (Six) months after deducting 10% on actual payment.
- 6. That Vendors and the Developer does hereby covenant with the Purchaser(s) that the said Flat agreed to be hereby sold is free from all encumbrances.

- The common service of the building are the stairs, pump, overhead tank, sewer line, rain water pipes, septic tank and pits, exterior painting or wall and doors / windows.
- That the Vendors and Developer shall have no objection if the Purchaser(s) shall be entitled to take loan from any financial institute by way of mortgage of this agreement.
- The Purchaser(s) will pay extra charges for extra additional work by cash or cheque before execution of the extra job if it done by the consent / request of the Purchaser(s).
- 10. That the Vendors and Developer are at liberty to sue the Purchaser(s) for specific performance of contract and the Purchaser(s) also is at liberty to suit the Vendors and Developer for specific performance of this contract.
- 11. Full payment should be cleared before possession and registration.
- The name of the building shall be decided by the Vendors and the Developer.
- 13. The said Flat shall be completed within 2 (two) years from the signing of this agreement but the time may be extended for force measure acts of God.
- 14. The agreement for sale and deed of conveyance will be prepared by Advocate of Developer, but all necessary stamp duty, registration charges and advocate fee etc. shall be beard by the Purchaser(s).
- 15. The Vendors and the Developer shall execute the registered Deed of Conveyance in favour of the Purchaser(s) or his / her / their legal heirs whenever called upon to do so by the Purchaser(s).
- 16. If the Vendors and the Developer fails to hand over the possession of the said Flat within the stipulated period, the Purchaser(s) can claim interest at Bank rate.

17. That the Purchaser(s) shall be liable to pay the GST as per applicable by the Government from time to time to the Developer as per Govt. rules.

# THE FIRST SCHEDULE ABOVE REFERRED TO

#### PART - I

ALL THAT piece and parcel of a plot of land measuring an area of 9 (nine) Cottahs 7 (seven) Chittacks more or less but after deduction of Road area and others as per final physical measurement 5 (five) Cottahs 5 (five) Chittacks 2.5 (two point five) sq. ft. more or less (Road area : 1 Cottah 9 Chittacks) lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in Dag No. 1849 & 1847, under Khatian No. 355, 354, being Holding No. 309, K. K. Pally, Ward No. 28 (Old) 19 (New), within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, in the District of North 24-Parganas and the said plot is butted and bounded as follows: -

ON THE NORTH

Land under C. S. Dag No. 2115.

ON THE SOUTH

15' ft. wide Road and land under Dag

No. 1847 &

1849.

ON THE EAST

Land under Dag No. 1847 & 1849.

ON THE WEST

Plot No. 'A'.

# PART - II

ALL THAT piece and parcel of a plot of land measuring an area of 4 (four) Cottahs 6 (six) sq. ft. more or less including passage lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under R. S. Khatian No. 342, being Holding No. 150 (1338), Chandpur Pally, Ward No. 28 (Old) 19 (New), within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum

DREAM DEVELOPER

Sommation

Partner

Dum Municipality, in the District of North 24-Parganas and the said plot is butted and bounded as follows: -

**ON THE NORTH** 

Plot No. 'A'.

ON THE SOUTH

Plot No. 'C'

ON THE EAST

Plot No. 7.

ON THE WEST

Land of C. S. Dag No. 1846.

# PART - III

ALL THAT piece and parcel of a plot of land measuring an area of 4 (four) Cottahs 9 (nine) Chittacks 41 (forty one) sq. ft. more or less including passage lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under R. S. Khatian No. 342, being Holding No. 149 (1337), Chandpur Pally Ward No. 28 (Old) 19 (New), within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, in the District of North 24-Parganas and the said plot is butted and bounded as follows:

ON THE NORTH

Land under C. S. Dag No. 2114, Road

and

C. S. Dag No. 2115.

ON THE SOUTH

Plot No. B.

ON THE EAST

Plot No. 8 & 9.

ON THE WEST

Land of C. S. Dag No. 1846.

#### PART - IV

ALL THAT piece and parcel of a plot of land measuring an area of 4 (four) Cottahs 32.25 (thirty two point two five) sq. ft. more or less including passage as per physical measurement 4 (four) Cottahs 22.5 (twenty two point five) sq. ft. more or less, lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under R. S. Khatian No. 342, being Holding No. 148 (1335), Chandpur Pally, Ward No. 28 (Old) 19 (New), within the jurisdiction of Dum Dum Police Station, within the

local limits of North Dum Dum Municipality, in the District of North 24-Parganas and the said plot is butted and bounded as follows: -

**ON THE NORTH** 

: Plot No. B, land of owners and 15' ft. Road

ON THE SOUTH

Dag No. 2147.

**ON THE EAST** 

Plot No. 6.

ON THE WEST

Land of Dag No. 1846

## PART - V

ALL THAT piece and parcel of a plot of land measuring an area of 2 (two) Cottahs more or less, lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under Khatian No. 342, being Holding No. 42 (1425), K. K. Pally Ward No. 28 (Old) 19 (New), within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, in the District of North 24-Parganas and the said plot is butted and bounded as follows: -

ON THE NORTH

Dag No. 1806/2115.

**ON THE SOUTH** 

Dag No. 1806/2115.

ON THE EAST

15' ft. wide Road.

ON THE WEST

N. C. Malakar

#### PART - VI

ALL THAT piece and parcel of a plot of land measuring an area of 1 (one) Cottah 15 (fifteen) Chittacks 38 (thirty eight) sq. ft. more or less, lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1806/2115, under Khatian No. 342, being Holding No. 155 (1472), Chandpur Pally, Ward No. 28 (Old) 19 (New), within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, in the District of North 24-Parganas and the said plot is butted and bounded as follows:

ON THE NORTH

Land of owners.

ON THE SOUTH

Land of owners.

ON THE EAST ON THE WEST 15' ft. wide Road.

Land of owners.

PART - VII

(Description of the total property)

ALL THAT piece and parcel of total plot of land as per physical measurement 21 (Twenty One) Cottahs 15 (Fifteen) Chittacks 30 (Thirty) Sq.ft. more or less together with under construction of multi-storied buildings which is called and known as "AIRPORT GARDEN" standing thereon being Amalgamated Holding No. 309, K.K. Pally, P.O. Rajbari, Kolkata – 700 081, lying and situated at Mouza - Sultanpur, J. L. No. 10, R. S. Nos. 148, Touzi No. 173, comprised in R. S. Dag No. 1849 & 1847, 1806/2115, under R. S. Khatian No. 342, 355, 354, New Modified Khatian No. 3799, 3800, Ward No. Ward No. 28 (Old) 19 (New), within the jurisdiction of Dum Dum Police Station, within the local limits of North Dum Dum Municipality, in the District of North 24-Parganas and the said plot is butted and bounded as follows: -

ON THE NORTH

15' ft. wide Road, R. S. Dag No.

1806/2115.

ON THE SOUTH

15' ft. wide Road & Belghoria Express

Highway &

Service Road.

ON THE EAST

16' ft. wide Road & R. S. Dag No.

1806/2115

ON THE WEST

R. S. Dag No. 1846 (Property of

Narayan Chandra

Malakar & Swapna Malakar)

THE SECOND SCHEDULE REFERRED TO ABOVE
(DESCRIPTION OF THE PROPERTY HEREBY CONVEYED)

DREAM DEVELOPER
ASNAM Maloukar
Partner

DREAM DEVELOPER

(3 Partner

ALL THAT part and parcel of one Flat vide No. H- 3, on the 3<sup>rd</sup> Floor, (North) side, measuring a super built up area of 779 sq. ft. more or less consisting of Three Bed Room/s, one Dining cum Drawing, one Kitchen, Two- Toilet/s and One Balcony / Verandah of the multi storied Building, together with common staircase of the said building with proportionate share of land and interest, right of benefit to use drain and land below and the said building together with occupiers of the other Flats / rooms of the said respective building an also the right of easements, benefits and / or interest on other common paths, passage, drains, pipes with other amenities and equipments with the Owner of the other Apartment of the said building.

Calculation of Flat

Covered Area + Proportionate Stair case +

De 5 70 881/-

%Service Charges

# PAYMENT SCHEDULE

1.	At the time of signing of this Agreement	Ks. 5,79,0017
2.		Rs.
3.		Rs.
4.		Rs.
6.	At the time of Registration and / or hand	ded
	Over the possession of the Flat	Rs.
ě	TOTAL R	s.
(Ru	ipees	) only

# PART - III (SPECIFICATION)

SIZE OF COMPLEX: The site is measuring about 21 (Twenty One)
 Cottahs 15 (Fifteen) Chittacks 30 (Thirty) Sq.ft. more or less of land

- under North Dum Dum Municipality, P. S. Dum Dum, Dist. North 24-Parganas.
- BUILDING WORKS: The complex has a R.C.C. structure consisting of multi- storied with car parking space, common staircase etc. on the Ground Floor and Lift.
- FOUNDATION & SUPERSTRUCTURE : R.C.C. Beam & column foundation system for super structure.
- FINISHING: The entire internal and external surface will be plastered with cement of required thickness and proportion, Plaster of putty will be provided to bed rooms, living and dining room.
- 5. FLOOR: Full Floor Marble Dining finish with stair (Good quality) and Bed Room, Balcony, living / Dining floor finished. In Toilet floor shall be finished marble and in Kitchen floor marble. Wall tiles will be 5'-0" height for toilet.
- KITCHEN: Kitchen slab in of black stone and sink of Block Stone, wall above kitchen slab upto 2'-6" ft. height with white glazed tiles.
- 7. ELECTRICAL: Concealed wiring 4 point in each bed room, 5 point in living / Dining room, 1 light point in each toilet, in kitchen one light point, one exhaust fan point and one 15 Amp. Plug one light point in verandah, Geyser point / Inverter point.
- 8. SANITARY: One white commode in attached toilet and one White Commode in common toilet 3 CP Water mixture point in one toilet and one water point in sink at kitchen lowdown PVC cistern will be provided at toilet, required bath room fittings will be provided Geyser point.
- DOOR FRAME & DOOR : All door frames made of sal wood. All doors will be flush door and main door shall be wooden.
- WINDOW: Aluminum channel windows with M. S. grill covering (except Balcony)

- Lift facility available. 11.
- EXTRA WORK: Any extra work other than the standard schedule 12. shall be charged extra as decided by the builder / developer or their engineer and such amount shall be deposited before the execution of such work.

# PART - IV

Common facilities and amenities shall include corridor, pathways, passage ways, drive ways, pump room, meter installation place, main meter, pump and motor, overhead water reservoirs, septic tanks and other facilities which may be mutually agreed upon between the parties and required for establishment location, enjoyment, provision, roof and terrace of the building maintenance and / or management of the building.

IN WITNESS WHEREOF the Vendors / Developer and the Purchaser(s) hereto set and subscribed in their respective hands and seals on the present day, month and year first above written.

# SIGNED, SEALED AND DELIVERED

In the presence of -

1.

2. As Constituted Attorney of -

(1)SMT. SWAPNA MALAKAR (2) SRI NARAYAN CHANDRA MALAKAR, SIGNATURE OF THE VENDORS DREAM DEVELOPER Asmin malalbar DREAM DEVELOPER Partner SIGNATURE OF THE DEVELOPER Drafted by me: -SIGNATURE OF THE PURCHASER(S) RECEIVED of and from the within named Purchaser(s) within mentioned sum of Rs. 9,63,207/- (Rupees Nine Lacs Sixty Three Thousand Two Hundred Seven) only as earnest money of the said Flat as per Memo of consideration below: -MEMO OF CONSIDERATION Cash/ Bank & Branch Cheque No. Date Amount (Rs.)

# WITNESSES :

1.

2.

DREAM DEVELOPER

Partner

DREAM DEVELOPER

Partner

SIGNATURE OF THE DEVELOPER