



পশ্চিমবঙ্গ পশ্চিমবঙ্গ WEST BENGAL

35AB 198438

Biprab Biswas
For M/s TARA MAA CONSTRUCTION
Nitish chandra Paul
Partner

For M/s TARA MAA CONSTRUCTION
Soumitra Dey
Partner

For M/s TARA MAA CONSTRUCTION
[Signature]
Partner

For M/s TARA MAA CONSTRUCTION
Nontanay Kundu
Partner

AGREEMENT FOR SALE

THIS DEED OF AGREEMENT is made on this 21TH day of JULY, 2019 (Two thousand nineteen) **BETWEEN**

Biplab Biswas.

For M/s TARA MAA CONSTRUCTION
Nehal Chandra Paul
Partner

For M/s TARA MAA CONSTRUCTION
Goutam DEY
Partner

:: ::

For M/s TARA MAA CONSTRUCTION
Nataraj Poddar
Partner

For M/s TARA MAA CONSTRUCTION
Nataraj Poddar
Partner

(1) **SRI MANTU SIKDER (PAN-CSLPS5342C)** and (2) **SRI JHANTU SIKDER (PAN-EWOPS5341Q)** both sons of Late Mahendra Sikder alias Mahendra Nath Sikder, both by faith- Hindu, by occupation- Business, by nationality- Indian, both are residing at 5 No. Govt. Scheme, Patta, P.O.-Bengal Enamel, P.S.- Noapara, District- North 24 Parganas, Pin-743122, West Bengal, hereinafter called and referred to as the "**VENDORS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

The aforesaid Vendors are represented by their Constituted Attorney (1) **SRI NITISH CHANDRA PAUL (PAN-BKZPP2810B)**, son of Late Nirmal Chandra Paul, by faith- Hindu, by occupation- Business, residing at Purba chel, Patta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal. (2) **SRI GOUTAM DEY, (PAN-BDCPD2367P)** son of Late Nripendra Chandra Dey, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Jahar Colony, Patta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, (3) **SRI SUDHINDRA NATH MODAK, (PAN-AELPM1555M)** son of Late Radhika Prasad Modak, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Shivam Apartment, 1st floor, Flat No.10, Ghoshpara Road, Badamtala, P.O.-Jhnapore-Nawabganj, P.S.-Noapara, District- North 24 Parganas, Pin-743144, West Bengal, (4) **SRI NATARAJ PODDAR, (PAN-AKMPP9051A)** son of Sri Nani Gopal Poddar, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Kshudiram Nagar, P.O.-Shyamnagar, P.S.-Jagaddal, District- North 24 Parganas, Pin-743127, West Bengal, all the partners of "**M/S. TARA MAA CONSTRUCTION**", (PAN-AANFT7756P) a Partnership firm, having its office situated at Nabapally, Patta, P.O.- Bengal Enamel, P.S. Noapara, District- North 24 Parganas, Pin-743122, by virtue of power entrusted to them through a clear registered Development Power of Attorney, duly registered at A.D.S.R.O., Barrackpore on 26.11.2018 and was recorded in Book No.1, Volume No.1505-2018, pages from 154138 to 154153 being No.150505311 for the year 2018.

AND

"**M/S. TARA MAA CONSTRUCTION**", (PAN-AANFT7756P) a Partnership firm, having its office situated at Nabapally, Patta, P.O.- Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin 743122, represented by its partners (1) **SRI NITISH CHANDRA PAUL (PAN-BKZPP2810B)**, son of Late Nirmal Chandra Paul, by faith- Hindu, by occupation- Business,

Contd...P-3.

Biplab Biswas

For M/s TARA MAAN CONSTRUCTION
Nripendra Chandra Dey
Partner

For M/s TARA MAAN CONSTRUCTION
Goutam Dey
Partner

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For M/s TARA MAAN CONSTRUCTION
Anu
Partner

For M/s TARA MAAN CONSTRUCTION
Nripendra Chandra Dey
Partner

residing at Purba chah, Palta, P.O.-Bengal Enamel, P.S.-Noapara, District-North 24 Parganas, Pin-743122, West Bengal, (2) **SRI GOUTAM DEY, (PAN-BDCPD2367P)** son of Late Nripendra Chandra Dey, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Jahar Colony, Palta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, (3) **SRI SUDHINDRA NATH MODAK, (PAN-AELPM1555M)** son of Late Radhika Prasad Modak, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Shivam Apartment, 1st floor, Flat No.10, Ghoshpara Road, Badamtala, P.O.-Ichapore-Newabganj, P.S.-Noapara, District- North 24 Parganas, Pin-743144, West Bengal, (4) **SRI NATARAJ PODDAR, (PAN-AKMPP9061A)** son of Sri Nanu Gopal Poddar, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Kenudiram Nagar, P.O.-Shyamnagar, P.S.-Jagaddal, District- North 24 Parganas, Pin-743127, West Bengal, hereinafter called and referred to as the "**DEVELOPER/CONFIRMING PARTY**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, successors, legal representatives and/or assigns) of the **SECOND PART**.

AND

SRI BIPLAB BISWAS (PAN-BHKPB3268B) son of **Smt** Kamal Biswas, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at Palta Scheme No.6, P.O.-Bengal Enamel, P.S.- Noapara, District- North 24 Parganas, Pin-742122, West Bengal, hereinafter called and referred to as the "**PURCHASER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and/or assigns) of the **THIRD PART**.

WHEREAS the beloved father of the Vendors namely Sri Mahendra Sikder alias Mahendra Nath Sikder son of Late Jogeswar Sikder acquired a plot of Bastu land measuring more or less 4 (Four) Cottahas together with all easements rights appertaining thereto, lying and situated at Mouza- Ichapore, J.L.No.3, comprised and contained in L.O.P.No.44, C.S. & R.S.Dag No.6772(P), under the limits of A.D.S.P.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality, under P.S.- Noapara, District- North 24 Parganas, by virtue of gift through the Governor of State of West Bengal from the department of Refugee Relief and Rehabilitation of Govt. of West Bengal through a clear registered Gift Deed, duly registered before the office of the Additional District Registrar of North 24 Parganas at Barasat on

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Bijalab Biswas.
For M/s TARA MAA CONSTRUCTION
M/s Tara Maa Construction
Partner

For M/s TARA MAA CONSTRUCTION
Gouram Das
Partner

For M/s TARA MAA CONSTRUCTION
S.K. Das
Partner

For M/s TARA MAA CONSTRUCTION
M. Nandan Singh
Partner

07.03.1990 and was also recorded in Book No.1, Volume No. 11, pages from 97 to 100, being No.175 for the year 1990.

AND WHEREAS having acquired the aforesaid plot of land through the aforesaid registered Gift Deed, the said Sri Mahendra Sikder alias Mahendra Nath Sikder got his name mutated with the Assessment Register of North Barrackpore Municipality and constructed a structure over the said plot of land and also recorded his name with the L.R. Settlement Records. Vide L.R. Dag No.11338, under L.R. Khatian No.22639 and paid taxes to the authority concerned regularly during his life time.

AND WHEREAS the said Sri Mahendra Sikder alias Mahendra Nath Sikder died intestate on 09.12.1994, leaving behind him the following persons as his only legal heirs, under the provision of Hindu Succession Act, 1956 in respect of the aforesaid property.

Sl.No.	Name.	Relationship with the deceased.
(i)	Smt. Hem Prova Sikder	Wife.
(ii)	Sri Madhu Sudan Sikder	Son.
(iii)	Sri Mantu Sikder	Son.
(iv)	Sri Jhantu Sikder	Son.
(v)	Smt. Reba Mondal, W/o. Sri Nepal Mondal	Married daughter.
(vi)	Smt. Mili Halder, W/o. Sri Tapan Halder	Married daughter.
(vii)	Smt. Lily Mondal, W/o. Sri Khagen Mondal	Married daughter.

AND WHEREAS while the said Smt. Hem Prova Sikder, Sri Madhu Sudan Sikder, Sri Mantu Sikder, Sri Jhantu Sikder, Smt. Reba Mondal, Smt. Mili Halder and Smt. Lily Mondal enjoying the aforesaid property by virtue of inheritance after the demise of Sri Mahendra Sikder alias Mahendra Nath Sikder, having their each 1/7th undivided individual share in respect of the aforesaid property, the said Smt. Hem Prova Sikder, Sri Madhu Sudan Sikder, Sri Jhantu Sikder, Smt. Reba Mondal, Smt. Mili Halder and Smt. Lily Mondal transferred their total 6/7th undivided share in a plot of Bastu land measuring more or less 2 (Two) Cottahas land with tiles shed structure, identified by Plot of No. A OUT OF THE aforesaid total plot of Bastu land measuring more or less 4 (Four) Cottahas together with a tiles shed structure standing thereon together with all easements rights appertaining thereto, lying and situated at Mouza- Ichapore, J.L.No.3, comprised and contained in L.O.P.No.44, G.S. & H.S. Dag No.6722(P), corresponding to L.R. Dag No.11338, under L.R. Khatian No.22639, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality being Municipal Holding No.344(372) of Palta 5 No. Govt. Scheme, under Ward No. 11, under P.S. - Noapara, District- North 24 Parganas, by way of gift in favour of their other co-sharer Sri Mantu

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Priglab Biswas

For Mrs TARA MAA CONSTRUCTION

Priglab Biswas

Partner

For Mrs TARA MAA CONSTRUCTION

Goutam Dey

Partner

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For Mrs TARA MAA CONSTRUCTION

S. K. Dey

Partner

For Mrs TARA MAA CONSTRUCTION

Moulay Kestor

Partner

Sikder No. 3, the Vendor No.1 herein by executing a Deed of Gift, which was registered at A.D.S.R.O., Barrackpore on 19.06.2004 and was also recorded in Book No.1, Volume No.102, pages from 337 to 346, being No.3316 for the year 2004.

AND WHEREAS by virtue of the aforesaid registered Gift Deed and by virtue of inheritance having his 1/7th undivided share the Vendor No.1 herein Sri Mantu Sikder became absolutely seized and possessed of and/or otherwise entitled to a plot of Bastu land measuring more or less 2 (Two) Cottahas land with tiles shed structure, identified by Plot of No.A OUT OF THE aforesaid total plot of Bastu land measuring more or less 4 (Four) Cottahas togetherwith a tiles shed structure standing thereon togetherwith all easements rights appertaining thereto, lying and situated at Mouza- Ichapore, J.L.No.3, comprised and contained in L.O.P.No.44, C.S. & R.S.Dag No.6722(R), corresponding to L.R.Dag No.11338, under L.R.Khatian No.22639, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality being Municipal Holding No.344(372) of Ichapore 5 No. Govt. Scheme, under Ward No.11, under P.S.- Noapara, District North 24 Parganas and got his name mutated with the Assessment Register of North Barrackpore Municipality being Municipal Holding No.375 of Ichapore 5 No. Govt. Scheme, under Ward No.10, under P.S.- Noapara, District North 24 Parganas.

AND WHEREAS the said Smt. Hem Prava Sikder, Sri Madhu Sudan Sikder, Sri Mantu Sikder, Smt. Roba Mandal, Smt. Miti Halder and Smt. Lily Mondal transferred their total 6/7th undivided share in a plot of Bastu land measuring more or less 2 (Two) Cottahas land with tiles shed structure, identified by Plot of No.B OUT OF THE aforesaid total plot of Bastu land measuring more or less 4 (Four) Cottahas togetherwith a tiles shed structure standing thereon togetherwith all easements rights appertaining thereto, lying and situated at Mouza- Ichapore, J.L.No.3, comprised and contained in L.O.P.No.44, C.S. & R.S.Dag No.6722(P), corresponding to L.R.Dag No.11338, under L.R.Khatian No.22639, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality being Municipal Holding No.344(372) of Ichapore 5 No. Govt. Scheme, under Ward No.11, under P.S.- Noapara, District North 24 Parganas by way of gift in favour of their other co sharer Sri Jhantu Sikder i.e. the Vendor No.2 herein by executing a Deed of Gift, which was registered at A.D.S.R.O., Barrackpore on 18.06.2004 and was also recorded in Book No.1, Volume No.102, pages from 347 to 356, being No.3316 for the year 2004.

AND WHEREAS by virtue of the aforesaid registered Gift Deed and by virtue of inheritance having his 1/7th undivided share the Vendor No.2 herein Sri Jhantu Sikder became absolutely seized and possessed of and/or

Biplab Bar's Dava.

For M/s TARA MAH CONSTRUCTION

Nishikant Chandra Nayak
Partner

For M/s TARA MAH CONSTRUCTION

Goutam Dey
Partner

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For M/s TARA MAH CONSTRUCTION

S.P. Das
Partner

For M/s TARA MAH CONSTRUCTION

Nikhil Kumar Das
Partner

otherwise entitled to a plot of Bastu land measuring more or less 2 (Two) Cottahas land with tiles shed structure, identified by Plot of No.A OUT OF THE aforesaid total plot of Bastu land measuring more or less 4 (Four) Cottahas togetherwith a tiles shed structure standing thereon togetherwith all easements rights appertaining thereto, lying and situated at Mouza- Ichapore, J.L.No.3, comprised and contained in L.O.P.No.44, C.S. & R.S.Dag No.6722(P), corresponding to L.R.Dag No.11338, under L.R.Khatian No.22639, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality being Municipal Holding No.344(372) of Ichapore 5 No. Govt. Scheme, under Ward No.10, under P.S.- Noapara, District-North 24 Parganas and got his name mutated with the Assessment Register of North Barrackpore Municipality being Municipal Holding No.1215 of Ichapore 5 No. Govt. Scheme, under Ward No.10, under P.S.- Noapara, District-North 24 Parganas.

AND WHEREAS due to their better use and enjoyment over their respective plots of land and also to construct a multi storied building by amalgamating their respective plots of land the Vendor No.1 herein Sri Vantu Sikdar gifted a portion of Bastu land measuring 1 Cottaha togetherwith tiles shed structure measuring 290 Sq.ft. identified by Plot No.A out of total plot of land measuring more or less 2 Cottahas togetherwith 560 Sq.ft. tiles shed structure standing thereon, lying and situated at Mouza- Ichapore, J.L.No.3, R.S.No.89, Touzi No.617 of the Collector of North 24 Parganas, comprised and contained in R.S.Dag No.6722(P), under L.O.P.No.44, corresponding to L.R.Dag No.11338, under L.R.Khatian No.22639, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality being Municipal Holding No.375 of 5 No. Govt. Scheme, under Ward No.10, in favour of her full blooded brother Sri Jhantu Sikdar by executing a registered Gift Deed, duly registered at A.D.S.R.O., Barrackpore on 28.09.2018 and was also recorded in Book No.1, Volume No.1505-2016, pages from 129286 to 129304, being No.150504542 for the year 2018.

AND WHEREAS simultaneously the Vendor No.2 herein Sri Jhantu Sikdar gifted a portion of Bastu land measuring 1 Cottaha togetherwith tiles shed structure measuring 50 Sq.ft.identified by Plot No.B out of total plot of land measuring more or less 2 Cottahas togetherwith 100 Sq.ft. tiles shed structure standing thereon, lying and situated at Mouza- Ichapore, J.L.No.3, R.S.No.89, Touzi No.617 of the Collector of North 24 Parganas, comprised and contained in R.S.Dag No.6722(P), under L.O.P.No.44, corresponding to L.R.Dag No.11338, under L.R.Khatian No.22639, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality being Municipal Holding No.1215 of 5 No. Govt. Scheme, under Ward No.10, under P.S.-Noapara, District-North 24 Parganas in favour of his full blooded brother

Biplab Biswas.

for M/s TARA MAA CONSTRUCTION
Net-est. e-bancha-fair
Partner

for M/s TARA MAA CONSTRUCTION
Goutam Dey
Partner

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for M/s TARA MAA CONSTRUCTION
S.K. Saha
Partner

for M/s TARA MAA CONSTRUCTION
Narayan Prasad
Partner

Sri Mantu Sikder by executing a registered Gift Deed, duly registered at A.D.S.R.O., Barrackpore on 28.09.2018 and was also recorded in Book No.1, Volume No. 1505-2018, pages from 129305 to 129323, being No.1 50504544 for the year 2018 and thereafter the Land Owners herein got their names mutated with the L.R.Settlement Records. Vide L.R. Khatian No.22772 (in the name of Jhantu Sikder) and L.R.Khatian No.22773 (in the name of Mantu Sikder).

AND WHEREAS due to construct or cause to be constructed a multi storied building over the their aforesaid plot of land of land measuring more or less 4 Cottahas, morefully and particularly described in the First Schedule hereunder written, the all the Vendors herein had entered into a registered Development Agreement, dated 26.11.2018 and was recorded in Book No.1, Volume No.1505-2018, pages from 154053 to 154093 being No.153505302 for the year 2018.

AND WHEREAS in pursuance of the said Development Agreement dated 26.11.2018, the developer already constructed a five storeyed building consisting of several flats and garages in accordance with the building plan sanctioned by the North Barrackpore Municipality vide sanctioned plan no.- 457 of 2018-19, dated 08/02/2019

AND WHEREAS the Purchaser/s hereinafter being satisfied the title of the Vendors and the Developer in respect of the said property after inspection of the relevant papers and documents and the plan of the proposed building has/have agreed to purchase a self contained residential flat, identified by Flat No.25, measuring more or less 925 Sq.ft. Super Built up area, located at Second floor of the premises TOGETHERWITH undivided proportionate share in the land comprised in the said property TOGETHERWITH proportionate share in common areas at price of Rs. 24,07,600/- (Rupees twenty four lakh seven thousand six hundred) only @ Rs. 2600/- per Sq. ft. under the terms and conditions hereinafter appearing to which the Developers and the Vendors have agreed.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. The Purchaser/s has/have agreed to purchase the said Flat more fully and particularly described in the Second Schedule hereunder written and consideration money of the said flat is fixed upto Rs. 24,07,600/- (Rupees twenty four lakh seven thousand six hundred) only including super built up area payable in instalment the said consideration including the cost of the undivided proportionate share of the land in the premises more fully and particularly described in the Second Schedule hereunder written and the

Bipin Babbar

M/S TARAJMA CONSTRUCTION
(Registered Chartered Accountant)
Partner

M/S TARAJMA CONSTRUCTION
Gourabam Dey
Partner

M/S TARAJMA CONSTRUCTION
S.K. Datta
Partner

M/S TARAJMA CONSTRUCTION
Monoranjan Sankar
Partner

Developer have already agreed to accept the consideration amount of the purchased price of the said flat from the Purchaser/s by the following manner:

- (i) Rs.2,40,760/- (Rupees two lakh forty thousand seven hundred sixty) only will be paid by the Purchaser/s to the Developer at the time of execution of this agreement.
- (ii) The Purchaser/s will pay the balance amount of 21,66,840/- (Rupees twenty one lakh sixty six thousand eight hundred forty) only to the Developer at the time of registration of the Deed of Sale or at the time of taking possession of the Flat within 12 (Twelve) months, whichever is earlier. If the super built up area is found more or less, the adjustment regarding the same will be effected in the price at the time of execution or registration and at the time of giving possession of the said Flat.

2. The Developer undertakes that the construction works of the said Flat will be completed through the constructor as per specification, on behalf of the Purchaser/s and in that case the Purchaser/s shall have no objection in any manner.

3. The details of the specification of the construction of the proposed building have been furnished in the Third Schedule hereunder written and any extra work than those specified therein shall be charged and payable extra as per the rate to be decided by the Developer before execution of the said work for which no outside contractor will be allowed to work. All payment for extra work shall be made by the Purchaser/s before commencement of the work by the Developer.

4. The Purchaser/s under no circumstances shall be entitled to claim possession of the said Flat until the total consideration money of the said Flat mentioned in this Agreement are paid in fully by them to the Developer.

6. The Developer shall give possession of the said Flat to the Purchaser/s on paying full price as mentioned above and the Purchaser/s shall take possession within 30 days from the date of notice to be served by the Developer to them and under no circumstances the Developer shall be liable to handover the possession.

7. On taking possession of the said Flat the Purchaser/s shall be entitled to occupy the said Flat to use the same only for residential purpose and shall observe and comply with all laws and regulations of the Government and the Barrackpore Municipality and any Govt. bodies upon the Purchaser/s taking possession of the said Flat which may be alleged unless the Purchaser/s has/have at before taking possession have intimated the same in writing the Developer.

Pratap Gidson

FOR M/s TARA MAHA CONSTRUCTION
Pratik Chavhan
Partner

FOR M/s TARA MAHA CONSTRUCTION
Goutam Dey
Partner

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FOR M/s TARA MAHA CONSTRUCTION
S. H. V. D.
Partner

FOR M/s TARA MAHA CONSTRUCTION
Nataly Foster
Partner

7. The Purchaser/s shall bear and pay the proportionate share in the cost and maintenance of the common service and facilities as may be determined from time to time by the Developer or the Association to be formed as enumerated in the Schedule "B" hereto from the date of taking possession or registration of the Deed of Conveyance in favour of the Purchaser/s whichever is earlier.
8. Until and unless the formation of the association the Developer shall manage and maintain the common portion by themselves or through their authorized person or persons at the expenses of the co-owners including the Purchaser/s. All the cost and charges and expenses for and in connection with aforesaid shall be borne by the Purchaser/s and other co-owners proportionately.
10. All the costs, charges and expenses for stamp duty, registration fees and fees of the Advocate to be appointed by the Developer absolutely for the preparation of this Agreement and for completion of the Conveyance in favour of the Purchaser/s shall be borne and paid by the Purchaser/s absolutely.
11. The Developer will make arrangement for main electric meter, Transformer and individual electric meter for the Electricity at the cost of the Purchaser/s and his/hor/their other co-owners.
12. On completion of the said flat and all times hereafter the Purchaser/s shall be fully and absolutely entitled to own and hold the same unit and/or Flat and to use the common part in common with other Flat owners only upon fulfillment of all the terms of this Agreement by the Purchaser/s.
13. That on completion of the construction of the building and giving possession of the said Flat to the Purchaser/s and after receiving all consideration price of the said Flat the Developer shall have no liabilities and/or responsibilities above the said Flat in any manner whatsoever.
14. The Purchaser/s shall have right to use the roof with other flat owners but the Purchaser/s shall not claim any title over the top of the roof.
15. That if the Purchaser/s fails to purchase the aforesaid flat within the stipulated period of this agreement, in that event, the Developer shall have right to enter into an agreement with the other intending purchaser/s in respect of the said flat and earnest money which they received from the purchaser herein will be refunded at the time of execution of future agreement with the other purchaser or purchasers after deducting 20% of total earnest money as service charges and this agreement will be treated as cancelled.

Replac. Division.

FOR M/S TARA MAA CONSTRUCTION
Partner
Mitlesh Chandra Singh

FOR M/S TARA MAA CONSTRUCTION
Partner
Sourabh Dey

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FOR M/S TARA MAA CONSTRUCTION
Partner
M. N. A. D. W.

FOR M/S TARA MAA CONSTRUCTION
Partner
M. N. A. D. W.

15. THE PURCHASER/S DO/DOH HEREBY COVENANT/S WITH THE VENDORS AND THE DEVELOPER AS FOLLOWS :-

- a) To maintain the Flat at his/her/their own cost in good tenable repair and condition and not make any material addition/alteration thereof. To use the Flat or any part thereof or permit the same to be used only for the residential purpose.
- b) Not to store in his/her/their flat any goods which are hazards, combustible, dangerous and very heavy which may cause damage to the building.
- c) Not to demolish any part of the Flat and shall keep the portion, sewers drains, pipes in good tenable conditions and not cause damage to the columns, beams, walls and slabs or R. C. C. or other structural part of the building/Flat.
- d) Shall not assign or transfer his/her/their interest in the said Flat or those derived under this agreement until full payment made to the Developer and after observing the terms and conditions of this agreement.
- e) Shall not let, sublet, transfer, assign or part with his/her/their interest in the said Flat till all dues are paid to the Developer and without written consent of the Developer.
- f) To bear and pay local taxes to the competent authority from the date of possession and also will be paid the Service Tax if applicable by the State or Central Govt.
- g) Shall observe and perform all the rules and regulations which the owner's association or the co-operative society may adopt and additions alterations or amendment thereof.
- h) Shall permit the Developer and their agents to enter into and upon the said land and building with or without workmen at all reasonable times for the purpose of maintenance of common services of the building.
- i) Shall not demand for partition of the undivided common areas of the building.
- j) As soon as the Purchaser/s take/s possession of the said Flat it would be deemed that the Purchaser/s accepted the said Flat wherever it is and thereafter no objection will be accepted either by the Developer so raised by

Diptab Biswas

For M/s TARA MAH CONSTRUCTION
Netish Chatterjee
Partner

For M/s TARA MAH CONSTRUCTION
Gouram Dey
Partner

Partner

11

For M/s TARA MAH CONSTRUCTION
Netish Chatterjee
Partner

For M/s TARA MAH CONSTRUCTION
Chandrab Bose
Partner

the Purchaser's for any moratorium or least matter in respect of quality of materials or defective workmanship or any other account whatsoever.

(n) That the Purchaser's will bound to pay the monthly maintenance charges for lift whether they use the lift or not.

(o) It is also agreed by the Purchaser's that in case of any sales tax or Service tax or GST (Goods and Service Tax) is applicable as per the provision of Central Govt. or W.B. Sales Tax Act at present or by future amendments, the same will be paid by the Purchaser directly to the sales Tax Authority or through the Developer as and when the same will be demanded by the authority and the Developer shall not be liable for any Tax including GST or penalty or interest on non-payment or delayed payment of such tax including.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of a plot of **BASTU** land measuring more or less 4 (Four) Cottahas togetherwith 880 Sq.ft. files shed structure standing thereon, lying and situated at **Mouza- Ichapore, J.L.No.3, R.S.No.68, Touzi No.817** of the Collector of North 24 Parganas, comprised and contained in **R.S.Dag No.6722(P), under L.O.P.No.44,** corresponding to **L.R.Dag No.11338, under L.R.Khatian Nos.22772 & 22773,** under the limits of **A.D.S.R.O., Barrackpore,** within the jurisdiction of **North Barrackpore Municipality** being **Amalgamated Municipal Holding No.375 of Palta 5 No. Govt. Scheme, under Ward No.10, under P.S.-Noapara, District- North 24 Parganas,** which is butted and bounded as under:

- ON THE NORTH : Pond.
- ON THE SOUTH : Property of Anil Roy and Ranjit Dey.
- ON THE EAST : 23'-6" wide Municipal Road.
- ON THE WEST : Property of Tarun Das.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the said Flat)

ALL THAT a self contained flat together with the undivided impartible proportionate share of land identified as Flat No. 2B, located Second Floor of the premises, measuring more or less 325 Sq.ft. super built up area be the same a little more or less consisting of 3 Bed Rooms, 1 Dining -cum- Drawing, 1 W.C., 1 Bath & Privy, 1 Kitchen, 1 Balcony along with the proportionate share of the land underneath the flat situated at **Amalgamated Municipal Holding No.375 of Palta 5 No. Govt. Scheme, under Ward No.10 of North Barrackpore Municipality, under P.S.-Noapara, District- North 24 Parganas,** which is butted and bounded as under:

Rajesh Bhatia no.

For M/s TARA MMA CONSTRUCTION
(Nehal Chandra Bhatia)
Partner

For M/s TARA MMA CONSTRUCTION
Gourav Bhatia
Partner

12

For M/s TARA MMA CONSTRUCTION
(Nehal Chandra Bhatia)
Partner

For M/s TARA MMA CONSTRUCTION
Nehal Chandra Bhatia
Partner

ON THE NORTH :
ON THE SOUTH :
ON THE EAST :
ON THE WEST :

THE THIRD SCHEDULE ABOVE REFERRED TO :
SPECIFICATION FOR CONSTRUCTION & FEATURES OF FLATS.

1. Structure & Foundation:- Reinforced cement concrete beams, columns, slabs etc. within fill up brick walls.
2. External Walls:- 6"75" thick brick work with cement sand mortar.
3. Internal Walls:- 5"73" thick brick work with cement sand mortar.
4. Plastering :-
(a) External 20 mm thick cement sand mortar.
(b) Internal 12 mm thick with Cement sand mortar to walls.
(c) Internal 6 mm. thick with cement sand mortar to ceiling.
5. Staircase:- With marble with 4 inches skirting fitted with steel or any other ornamental railing suited with the design.
- Roof:- Surface will be finished with 1/2" to 3/4" skid concrete and not cement finish.
6. Internal Finish:- Internal wall and roof with Wall putty.
7. External Finish:- All external wall surfaces will be finished with water proof cement paint over cement plaster.
8. Flooring:- Standard floor tiles flooring with 4"-5" inches skirting. Within all area, rooms, space, dining, drawing, verandah, kitchen, the floor of the Toilet will be made with marble/Floor tiles.
9. Kitchen:- One Steel sink and 5 ft. long black stone cooking platform and kitchen wall upto 2 ft. height finished with glaze tiles of the cooking table and two standard C.P. top, one space for the kitchen platform. One exhaust fan point to be provided.

Bipata Biswas

FOR M/s TARA MAA CONSTRUCTION

Prakash Choudhary
Partner

FOR M/s TARA MAA CONSTRUCTION

Goutam Dey
Partner

:- 13 :-

FOR M/s TARA MAA CONSTRUCTION

[Signature]
Partner

FOR M/s TARA MAA CONSTRUCTION

Chaitany Panda
Partner

10. Toilet-

(Each) Toilet will be provided with marble flooring and side walls be finished with glaze tiles 8ft. height with commode Hindware/Parryware cistern, wash basin, two C.P. taps Cold and hot water tap standard fixture with PVC door.

11. Wood work and joinery:-

All door frames will be 4"x2 1/2" sal wood/ equivalent section. All door shutters (except toilet door) will be 1.5" thick flash door.

12. Iron steel/Aluminium works and glazing:-

All windows will be with composite grill and with aluminium sliding window. All balcony will have railing of M.S. Flat/ square M.S. Bars or R.C. railing as per the elevation of the building.

13. Painting:-

All door, frames, shutters, steel surfaces will be painted with primer.

14. Electricals:-

All electrical lines will be concealed with PVC conduit and the wires will be COPPER of reputed brand. Total 25 Nos. electrical points will be provided in each flat.

15. SANITARY PLUMBING AND WATER SUPPLY WORKS.

Septic tank will be provided which will be connected to the existing surface drain where the effluent from the septic tank will be discharged. All sanitary fittings and fixtures will be with white vitrious china and of standard make and quality. Each flat will get 24 (twenty four) hours water supply from the roof water tank/reservoir, which will be filled from the deep tube well through the over head water reservoir, stopcock outside every flat will be provided.

16. Hardware :-

All necessary hardware fittings will be anodized aluminium/brass in doors and windows except in locking devices of any reputed company.

The building materials shall be as specified by the Architect of the building provided however proportion and quality of such materials shall conform with the specification, approved by the Architect.

IN WITNESS WHEREOF both the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

Witnesses :

1.

Mitish Chandra Roy

Goutam Dey

S. M. Sikder
Nalini Reddy

As Consttntial Attorney for and on behalf of Sri Manu Sikder and Sri Manu Sikder.

Signature of the Vendors,

2.

For M/s TARA MAA CONSTRUCTION

Mitish Chandra Roy
Partner

For M/s TARA MAA CONSTRUCTION

Goutam Dey
Partner

For M/s TARA MAA CONSTRUCTION

S. M. Sikder
Partner

For M/s TARA MAA CONSTRUCTION

Nalini Reddy
Partner

Signature of the Developer/
Confirming Party.

Riprao Biswas

Signature of the Purchaser's.

MEMO OF CONSIDERATION

RECEIVED Ra.2,40,760/- (Rupees two lakh forty thousand seven hundred sixty) only from the within named Purchaser's as and by way of Earnest money as per memo below.

<u>Cheque No.</u>	<u>Bank</u>	<u>Branch</u>	<u>Date</u>	<u>Amount</u>
516577	State Bank of India	Sreebalaji Palthe	2/10/2009	2,40,760/-00

For M/s TARA MAA CONSTRUCTION
(Pratik Chandra Paul) Partner

For M/s TARA MAA CONSTRUCTION
(Goutam De) Partner

For M/s TARA MAA CONSTRUCTION

(Signature) Partner

For M/s TARA MAA CONSTRUCTION

(Signature) Partner

Signature of the Developer/
Confirming Party.

(Signature)
Drafted and prepared by

(Sri Prabal Bhattacharyya)
Advocate.

Barrackpore Court.

Enrolment No. E-374/412/1990.

Typed by:

(Signature)
(Sri Subinjoy Bhowmik)

A.D.S.P. & Barrackpore.