

**THIS DEED OF SALE** made on this ..... day of ....., 2024

**BETWEEN**

**1. SRI KAMAL KUMAR SAHA (PAN - BPKPS0775N)**, Son of Late Madhusudan Saha, by faith – Hindu (Indian Citizen), by profession – Service, resident of – Borokhejuria, P.O. – Adconagar, P.S. – Mogra, Dist – Hooghly, Pin – 712121.

**2. SRI SAILEN GHOSH (PAN - AGJPG6133H)**, Son of Sudhir Chandra Ghosh, by faith – Hindu (Indian Citizen), by profession – Business, resident of – Borokhejuria, P.O. – Adconagar, P.S. – Mogra, Dist – Hooghly, Pin – 712121. herein after referred to called as the **LAND OWNER** (which expression shall unless excluded by or repugnant to be context be deemed to mean and include their respective heirs, administrators, representatives and assigns) of the **FIRST PART** represented by its constituted Attorney by way of Registered Power of Attorney being No. 06013051 for the year 2023 which was recorded in Book No. I, Volume No. 0601-2023 pages 56978 to 56998 as **NARAYANI CONSTRUCTION (PAN - AAUFN8150C)** a Partnership firm having its Registered Office at – Adconagar, Adisaptagram Station Road, P.O. – Adconagar, P.S. – Mogra, Dist – Hooghly, Pin – 712121 represented by its Partner –

**1. SRI SAILEN GHOSH (PAN - AGJPG6133H)**, Son of Sudhir Chandra Ghosh, by faith – Hindu (Indian Citizen), by profession – Business, of – Borokhejuria, P.O. – Adconagar, P.S. – Mogra, Dist – Hooghly, Pin – 712121.

**2. SRI KAUSTAV ADHIKARY @ KAUSTABA ADHIKARY (PAN - AKGPA2136H)**, Son of Kartick Chandra Adhikary @ Karttik Adhikari, by faith – Hindu (Indian Citizen), by profession – Business, of – Borokhejuria, P.O. – Adconagar, P.S. – Mogra, Dist – Hooghly, Pin – 712121.

**3. SMT. MANJU SAHA (PAN - BHHP9681Q)**, Wife of Sri Ratan Saha, by faith – Hindu (Indian Citizen), by profession – Business, of – Borokhejuria, Near Adconagar Sporting Club, Saptagram, P.O. – Adconagar, P.S. – Mogra, Dist – Hooghly, Pin – 712121.

**4. SMT. BARNALI SAHA (PAN - DVAPS8575Q)**, Wife of Sri Kamal Kumar Saha, by faith – Hindu (Indian Citizen), by profession – Business, of – Borokhejuria, P.O. – Adconagar, P.S. – Mogra, Dist – Hooghly, Pin – 712121, hereinafter referred to called as the **DEVELOPERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor in Office, executors, administrators, representatives and assigns) of the **SECOND PART**.

**AND**

**NARAYANI CONSTRUCTION (PAN - AAUFN8150C)** a Partnership firm having its Registered Office at – Adconagar, Adisaptagram Station Road, P.O. – Adconagar, P.S. – Mogra, Dist – Hooghly, Pin – 712121 represented by its Partner –

**1. SRI SAILEN GHOSH (PAN - AGJPG6133H)**, Son of Sudhir Chandra Ghosh, by faith – Hindu (Indian Citizen), by profession – Business, of – Borokhejuria, P.O. – Adconagar, P.S. – Mogra, Dist – Hooghly, Pin – 712121.

NARAYANI CONSTRUCTION  
*Saile Ghosh*  
Partner

NARAYANI CONSTRUCTION  
*Kartik Adhikary*  
Partner

NARAYANI CONSTRUCTION  
*Manju Saha*  
Partner

NARAYANI CONSTRUCTION  
*Barnali Saha*  
Partner

**2. SRI KAUSTAV ADHIKARY @ KAUSTABA ADHIKARY (PAN - AKGPA2136H)**, Son of Kartick Chandra Adhikary @ Karttik Adhikari, by faith - Hindu (Indian Citizen), by profession - Business, of - Borokhejuria, P.O. - Adconagar, P.S. - Mogra, Dist - Hooghly, Pin - 712121.

**3. SMT. MANJU SAHA (PAN - BHPS9681Q)**, Wife of Sri Ratan Saha, by faith - Hindu (Indian Citizen), by profession - Business, of - Borokhejuria, Near Adconagar Sporting Club, Saptagram, P.O. - Adconagar, P.S. - Mogra, Dist - Hooghly, Pin - 712121.

**4. SMT. BARNALI SAHA (PAN - DVAPS8575Q)**, Wife of Sri Kamal Kumar Saha, by faith - Hindu (Indian Citizen), by profession - Business, of - Borokhejuria, P.O. - Adconagar, P.S. - Mogra, Dist - Hooghly, Pin - 712121, hereinafter referred to called as the **DEVELOPERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor in Office, executors, administrators, representatives and assigns) of the **OTHER PART**.

**AND**

....., (**PAN -** .....), S/o - ....., by faith - Hindu (Indian citizen), by profession - ....., residing at - ....., P.O. ...., P.S. - ....., Dist - Hooghly, Pin - ..... hereinafter referred an called as the **PURCHASER** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include his office, executors, administrators representatives and assigns) of the Party of the **THIRD PART**.

**WHEREAS** the property as described in the schedule hereinbelow originally belong to Swapna Banerjee and Goutam Banerjee having right, title, interest and possession.

**AND WHEREAS** Swapna Banerjee and Goutam Mukherjee have transferred the property as described in the item No. I(a) of the First schedule hereinbelow by way of registered Deed of Sale on 15/12/2014 in favour of Landowners namely Kamal Kumar Saha which was recorded in Book No. I, C.D. Vol No. - 30, pages 157 to 170 being No. 09880 for the year 2014 and said Deed of Sale was registered at Dist Sub Registrar-I, Hooghly at Chinsurah.

**AND WHEREAS** Swapna Banerjee and Goutam Mukherjee have transferred the property as described in the item No. I(a) of the First schedule hereinbelow by way of registered Deed of Sale on 15/12/2014 in favour of Landowners namely Kamal Kumar Saha which was recorded in Book No. I, C.D. Vol No. - 30, pages 157 to 170 being No. 09880 for the year 2014 and said Deed of Sale was registered at Dist Sub Registrar-I, Hooghly at Chinsurah.

**AND WHEREAS** Subsequently said Swapna Banerjee and Goutam Mukherjee have transferred the property as described in the item No. I(b) of the First schedule hereinbelow by way of registered Deed of Sale on 11/12/2014 in favour of the landowners Kamal Kumar Saha which was recorded in Book No. I, C.D. Vol No. - 29, pages 4047 to 4060 being No. 09790 for the year 2014 which was registered at Dist Sub Registrar Hooghly at Chinsurah.

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Partner

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Partner

NARAYANI CONSTRUCTION  
*Barnali Saha*  
Partner

**AND WHEREAS** subsequently said Swapna Banerjee and Goutam Banerjee have transferred the property as described in the item No. I(c) of the First Schedule hereinbelow by way of registered Deed of Sale on 11/12/2014 in favour of Sri Sailen Ghosh which was recorded in Book No. I, C.D. Volume No. 29, pages from 4004 to 4017 being No. 09787 of 2014 and which was registered at District Sub-Register, Hooghly at Chinsurah.

**AND WHEREAS** similarly said Swapna Banerjee and Goutam Mukherjee have transferred the property as described in the item No. I(d) of the First schedule hereinbelow by way of registered Deed of Sale on 15/12/2014 in favour of Sailen Ghosh which was recorded in Book No. I, C.D. Vol No. – 30, pages 143 to 156 being No. 09879 for the year 2014 and said Deed of Sale was registered at Dist Sub Registrar-I, Hooghly at Chinsurah.

**AND WHEREAS** after purchase the property as described in the First schedule hereinbelow the landowners/First Part mutated their names in the finally published L.R. record of right and also in the Saptagram Gram Panchayet and they also paid rent to the government and paid Panchayet taxes to the Saptagram Gram Panchayet.

**AND WHEREAS** by the aforesaid manner the Land owner/First Part herein became the absolute owner of the property as described in the First Schedule hereinbelow and they have been seizing, possessing and enjoying the same with absolute right, title, interest and without any encumbrances from any corner.

**AND WHEREAS** the Landowners/First Part herein desirous to develop the property as described in the First Schedule herein below by way of raising multistoried building and the Land owners/ First Part is not in a position to fulfill their desire as to effecting the development the property as described in the First Schedule herein below due to their financial stringency.

**AND WHEREAS** the land owners/ First Part of this agreement have given an offer to the Developer/Other Part and urging them to develop the said property as described in the First Schedule herein below by way of a construction of a multistoried building at in own and in pursuance of the building plan sanctioned by the Saptagram Gram Panchayet.

**AND WHEREAS** the Landowner/First Part decided to develop the property in the First Schedule herein below by making construction of multistoried building, but the idea of making construction of the multistoried building, for want of proper experience in the matter of construction as well as for paucity of fund required for the purpose of the construction of the proposed flat building, could not be materialized. To solve the aforesaid problem and to overcome the difficulties, the land Owners/First Part was searching for proper experienced person for the purpose of construction of the flat building and the Developers / Second Part has proposed to the Owner/vendor of the First Part to undertake the construction of a **five storied (G+4)** building upon the first Schedule land at their own cost strictly in accordance with the sanctioned building plan .....sanctioned by the Saptagram Gram Panchayet and the developers have agreed to and/or accepted the said proposal of the Land Owner/ First Party and whereas in pursuance to the said proposal, the owner/vendor of the First Part has agreed for such construction of five storied (G+4) building upon the aforesaid plot of land for consideration as described hereunder and the Developers has agreed to develop the said plot of land by constructing a five storied (G+4) building thereon and both the parties are agreed and undertake by a registered Development Agreement being No. 060103048 dated 31/03/2023 which is registered in the office of D.S.R.-I Hooghly

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Partner

and duly recorded in Book No. I, Volume No. 0601-2023 within pages 56799 to 56832 for the Year 2023 wherein it has been agreed that the Developers would built a multistoried flat/building upon the property as described in the First Schedule herein below and, it has been agreed that out of the Owner/vendor allocation the Developers will be entitled to enter into agreement with the intending Purchaser and receive advance in respect of any flat etc.

**AND WHEREAS** the Developers have started all activities towards the construction on the **First Schedule** property in accordance with the sanctioned plan and the name and style of the apartment has been settled to be .....

**AND WHEREAS** the party hereto of the Third part i.e. the intending **PURCHASERS** after making necessary inspection of all documents have agreed to purchase one of the residential Flat in “.....” the particulars of the Flat and the total covered area which is to be sold by the Purchasers as described in the Third schedule here under.

**AND WHEREAS** the property as described in the First Schedule hereinbelow is free from all encumbrances and no one except the Vendor and Developers of this deed have any right, title and interest over the said property.

**AND WHEREAS** the Developers in this Deed openly declared to sell the Flat as described in the Third Schedule hereinbelow on the building as described in the Second schedule hereinbelow and popularly known as “.....” .

**AND WHEREAS** the Purchasers in this Deed have agreed to purchase and the Land Owner and the Developers in this Deed have agreed to sale the Flat as described in the Third schedule hereinbelow on ownership basis. The Purchasers in this Deed have examined the sanctioned Building Plan, Title Deed, Record of Rights and other relevant documents and have satisfied themselves about the same.

**AND WHEREAS** the Purchasers have agreed to purchase the Flat as described in the Third Schedule hereinbelow Carpet area measuring about ..... sq.ft., Covered area measuring about ..... sq.ft. and Super Built up Area measuring about .....sq.ft together with proportionate undivided share of the land and enjoyment of Common area together with Common facilities to be enjoyed as described in the Fourth Schedule hereinbelow at a total Consideration of **Rs.** ...../- (.....) only.

**NOW THIS INDENTURE WITNESSETH :-**

That in consideration of the aforesaid payment of the entire consideration amount a sum of **Rs.** ..... (**Rupees** .....) only fully paid by the Purchasers of this Deed to the Developers and the Land Owner before execution of this presents and the Developers hereby acknowledge the same as per Memo of consideration written herein below do hereby acquit and release to the Purchasers one Flat being No. “.....” (In the ..... wing of the Building) as described in the Third Schedule herein below together with proportionate impartible and undivided share of the land as described in the First schedule herein below and calculated on the basis of the area of the Flat as described in the Third Schedule herein below and border by Red colour in the Map attached herewith and the said Map is the part and parcel of this Deed together with interest of the Common areas etc. The Developers doth hereby grant, transfer, sale, convey, assure the Flat being no. “.....” in the ..... Floor of the

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Partner

building together with Carpet area measuring about ..... sq.ft., Covered area measuring about ..... sq.ft. and Super Built up Area measuring about .....sq.ft more fully and particularly described in the Third schedule hereunder TOGETHER WITH proportionate undivided impartible part and share of land underneath and as described in the First Schedule hereunder written and the proportionate undivided share of the land underneath with the interest in the common areas and facilities of and in the main entrance, common passage, stair case, lift, drains, sewers, water pipes and all other fixtures and equipments of common utility and common paths and passages appertaining to the said First Schedule building specifically as mentioned in Fourth Schedule below unless repugnant to the context or subject cumulatively referred to herein-after as the Third schedule Flat and properties appurtenances thereto AND the reversion or reversions, remainder or remainders and the rent issue and profits of and in connection with the said Flat and the properties appurtenances thereto AND ALL the estate, right, title, interest, property claim and demand whatsoever for the Developer hereto into out of or upon the said Fiat and the properties appurtenances thereto HAVE AND TO HOLD the Flat as described in the Third Schedule hereinbelow appurtenances thereto hereby granted, conveyed, transferred, assigned and assured and every part thereof respectively TOGETHER WITH the Vendor and each of their right unto the PURCHASERS hereof free from all encumbrances save those expressly mentioned herein subject EXCLUSIVELY to the payment of the proportionate share of the apportioned liability for Panchayet taxes, insurance premium for the said building and the monthly maintenance charges and the right of Developers in respect thereof as reserved by the agreement for purchase or by these presents and subject nevertheless easements or quasi-easements and other stipulation or provision in connection with the beneficial use and enjoyment of the said Third schedule Flat AND subject also that the purchasers hereto shall as owner of the said Third Schedule Flat which is hereby sold, transferred, conveyed and assigned as an indefeasible estate and shall not claim sub-divide or partition by mets and bounds the same or any portion herein any manner whatsoever TOGETHER WITH the right to use of staircase, lift, entrance, electrical plum bearing and other installations for common utility, main entrance and other common things annexed and passage as fully described in the Fourth Schedule hereinbelow in common with the Vendor and/or other owners and occupiers of the said building for the purpose of access to the from and main road excepting and reserving unto the Vendor such easement or quasi-easement rights and annexed with the building on the property as described in the First Schedule herein below.

**THAT THE DEVELOPERS** do hereby covenant with the Purchasers hereto of the said Flat as described is the Third Schedule herein below.

1. That the Vendor and the Developers do hereby declare that they have good, valid and marketable title and absolute authority to grant, transfer and sell the Flat as described in the Third schedule hereinbelow together with undivided proportionate share of land underneath of First Schedule herein below and the property including the said Flat is free from all sorts of encumbrances, mortgage, charges, liens, lispendents and attachments.

2. That the PURCHASERS by this Deed shall be the exclusive owner of the Flat as described in the Third Schedule hereinbelow and shall hold, possess, occupy and enjoy the said Flat and every part for their own use and benefit without any interruption, lawful eviction and any claim and demand and shall have exclusive right and absolute ownership on the Flat and shall have all right to sell, transfer,

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mortgage in any manner like other Flat owners without any objection and interruption by the Vendor/Developers.

3. That the PURCHASERS shall enjoy all common areas without causing any disturbances in the peaceful enjoyment with the other owners of the Flat and also shall not do any act causing disturbances and inconveniences to other occupants and inmates of the said building and shall pay proportionate maintenance charges to the Flat Owner's Association.

4. That the main gate of the building on the property as described in the First schedule building shall remain close outside the normal hours for security reason but the Purchasers are/will not to be refused to get access and on request to the caretaker of the building shall always get access.

5. That all liabilities of Developers shall be cease after transfer of all the Flat to the Flat Owners in the building on the land as described in the First schedule herein below.

**THAT THE PURCHASERS** doth hereby covenant with the Developers as follows: -

1. That the PURCHASERS shall and will at all times hereinafter indemnify and keep safe, harmless and indemnified the vendors and its estate and undertake not to cause any damage of beam column, main foundation on and all other common wall ceiling, common things, annexed with Second schedule of the building.

2. That the PURCHASERS shall pay Panchayet taxes after mutated their name in respect of their purchased Flat as described in the Third Schedule hereinbelow in the Panchayet entirely at their own risk and responsibility of their purchase Flat and the Purchasers shall not be responsible and liable for non-payment of tax for other portion of the Second Schedule of the building to the Saptagram Gram Panchayet.

3. That the PURCHASERS shall be bound to join in the Association for maintaining of Second Schedule building and shall abide by all rules and regulations shall be framed be the body of Flat owners Association.

4. That the PURCHASERS shall have individual right to fix antenna in the vacant space on the roof without causing any damages with the permission of Association.

5. That the PURCHASERS shall pay proportionate cost of maintenance charges to the Developers/ constituted attorney so long as the Association is not formed and for failure to pay the charges shall be liable to the Association.

6. That the PURCHASERS at their own cost maintain and decorate inside the purchased Flat without any damage ceiling, roof, floor and the side wall but the all exterior portion shall be maintained by the Association.

7. That the PURCHASERS at their own cost shall take separate electric meter for enjoyment of electric energy and pay charges separately for their own meter but for enjoyment of electricity in common areas shall pay proportionate charges to the Association.

8. That the PURCHASERS will use the Flat as described in the Third Schedule herein below for residential purpose.

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9. That the PURCHASERS shall not allow to attach and install machines and shall not hang any machine or things from the beam or ceiling of the Flat as described in the Third Schedule hereinbelow but shall have right of fitting electric fan and other electrical appliances only for domestic use without causing any damage of the same.

10. That the PURCHASERS shall get water from the common overhead tank on payment of maintenance charges in default decision of Association shall be final and after handing over charges to the Association the decision of Association shall be final.

11. That the right of purposes of common area of the said building shall be determined by the Flat owner's Association.

12. That the PURCHASERS of the Third schedule Flat shall use all common things commonly with other Flat owners and the common service and common portion shall be considered as provided in the West Bengal Apartment ownership Act, 1972 (as Amended upto date).

13. That for inspection for maintaining common drains, pipes, electric connection, water connection for the common interest of the Purchasers shall be bound to allow the men of Association in Flat as described in the Third Schedule herein below with prior intimation.

14. Save and except the said Flat and the rights of the Purchasers hereby conferred the Purchasers shall have no claim or right to any kind or nature whatsoever in respect of other Flat and portions of the said building and/or the open spaces in the said building complex in the said property other than that area hereby conferred and the building land the open spaces as well as open spaces of the roof in the said property shall always remain the property of the Vendors/ Developers as hereinafter mentioned and subject to the right of the Land Owner as stated hereunder.

15. In the event of water pump, tube well and other installations being required to be replaced the PURCHASERS will pay proportionate share towards costs of such replacements and installations charges as and when demanded by the Developers or Owners Association after the Associations is formed.

16. In the event of any amount becoming payable in respect of the said property and/or the building in the said building complex to be constructed thereon by way of premium taxes levies or on any account whatsoever to the Central or State Government or, Saptagram Gram Pabchayet or for any betterment fees charges development Taxes, Sales Taxes and any other Taxes the PURCHASERS shall pay their proportionate share toward same to the Vendors/Developers as and when demanded.

17. The Purchasers shall not at any time demolish or cause to be demolished or damaged the said Flat or any part thereof nor will make or cause to be made any additions or alterations of whatever nature to and in the said Flat or any part thereof which may cause any damage or likely to affect the stability and protection of the said building in the said building complex including the said Flat For the purpose of stability and protection of the said building in the said building complex, the Developers shall be entitled to carry out necessary additions and alternations

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*Barzali Saha*  
Partner

inside the said Flat and the Purchasers hereby given their unqualified consent for the same.

18. After the possession of the said Flat as described in the Third Schedule hereinbelow is delivered to the Purchasers if any additions or alternations in or about or relating to the said building in the said building complex including said Flat are required to be carried out at the instance of the Central or State Government or Saptagram Gram Panchayet or any other statutory body all such additions/alterations shall on notice to the Developers be carried out by the PURCHASERS subject to the terms and conditions therein contained and in co-operation with the PURCHASERS of other Flat or portions in said building in the said building complex and Developers shall not be liable in any manner or responsible for the same.

19. The PURCHASERS shall use the said Flat and every part except roof of the building thereof for the purpose of residential and for no other purpose whatsoever without the consent in writing of the Developers it is being expressly understood and agreed that the PURCHASERS shall not use the said Flat in particular for the purpose of Nursing Home or Clinic or Boarding or lodging House or for any illegal or immoral business or vocation or for any purpose which shall be found to cause any nuisance or annoyance to other occupants of the said building in the said building complex or the people residing in the neighbourhood.

20. The PURCHASERS shall from constitute and organize a Flat Owners Association for looking after the up-keep and maintenance of the said building in the said building complex and the common portions thereof including payment of outgoings and expenses for such up keep and maintenance and common services with the Flat Owners in the said building of the said building complex as the members thereof. All costs and expenses of and incidental to the constitution or formation of the Flat Owners Association shall be borne by the PURCHASERS proportionately.

21. The PURCHASERS shall regularly and punctually make payment of the service and/or maintenance charges and proportionate payment of all other outgoings and expenses for such service and maintenance and service tax as per Government Rules and such charges and payments shall be determined by the Developers and/or by Association when formed in its absolute discretion to the Developers and after formation of the Owners Association. After the Owners Association is formed all moneys lying in the hands of the Developers on maintenance account shall be paid and transferred to the Flat Owners Association and such payment will completely discharge the Developers from its liabilities and obligations in that respect.

22. That the PURCHASERS and other occupiers shall not change the floor and shall not do any act causing load to the building and shall not plant any tree by storing earth on floor in any other place of the building.

#### **TRANSFER AND DISEMBARKMENT**

That the PURCHASERS shall not at any time claim partition of the said undivided share in the Land comprised in the premises and building in which the Purchasers have the right in common with other Flat Owners.

#### **MUTATION**

That the mutation of the respective holding by the PURCHASERS shall be executed by the Vendors along with the PURCHASERS immediately after the transfer of the unit. However mutation cost shall be borne by the PURCHASERS at actuals.

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**MAINTENANCE OF COMMON SERVICE**

The common service as stated above shall be declared as applicable before the competent authority under West Bengal Apartment Ownership Act, 1972 as maintained up to date in form Apartment ownership Association. The Owners of all Flat shall maintain the entire building and bear the expenses for the said work from the date of possession.

The map annexed herewith Border of Red Colour which is part and parcel of this Deed of Sale.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(Description of the Total Property)**

1) a) ALL THAT piece and parcel of Bastu measuring about 03 cottah 15 chittak more or less lying and situated in the R.S. Dag No. 43/375 Corresponding to L.R. Khatian No. 642 (Kamal Kumar Saha), L.R. Dag No. - 43/375, under Mouza-Borokhejuria, J.L. No.- 49, P.S. – Mogra, Dist Sub-Registry office Hooghly, Additional Dist Sub-Registry Office – Chinsurah, under Saptagram Gram Panchayet.

**The said property butted and bounded by:-**

On the North- Property of Kamal Kumar Saha ;

On the South- 20ft wide Pucca Road ;

On the East- 10ft wide passage ;

On the West- Layout Plot No. 1 & 3 .

1) b) ALL THAT piece and parcel of Bastu measuring about 02 cottah 08 chittak 20 sq.ft. more or less lying and situated in the R.S. Dag No. 43/375 Corresponding to L.R. Khatian No. 642 (Kamal Kumar Saha), L.R. Dag No. - 43/375, under Mouza-Borokhejuria, J.L. No.- 49, P.S. – Mogra and also in R.S. Dag No. 148 corresponding to L.R. Khatian No. 642 (Kamal Kumar Saha), L.R. Dag No. 148, Kalabagan land but at present Bastu land by way of conversion Case being No. CN/2022/0601/239 Dated 22/02/2022 by measuring about 01 Cottah 06 Chittak 25 sq.ft. more or less of Mouza - Trishbigha, J.L.No. 50 P.S. - Mogra, Dist Sub-Registry office Hooghly, Additional Dist Sub-Registry Office – Chinsurah under Saptagram Gram Panchayet.

**The said property butted and bounded by:-**

On the North- L.R. Plot No. 148 ;

On the South- Layout Plot No. 3 ;

On the East- 10ft wide passage

On the West - Property of Swapan Chakraborty.

Thus in the aforesaid L.R. Plot and L.R. Khatian the property measuring about (03 cottah 15 chittak + 02 cottah 08 chittak 20 sq.ft. + 01 cottah 06 chittak 25 sq.ft.) = 06 cottah 30 chittak or 0.13 (Zero Point One Three) acre together with Electric, water, passage and path together with all easement right.

2) a) ALL THAT piece and parcel of Bastu measuring about 03 cottah 15 chittak more or less together with 50 years old two storied pucca building measuring about in the ground floor 400 Sq.ft and in the First Floor 400 sq.ft. lying and situated in the R.S. Dag No. 43/375 Corresponding to L.R. Khatian No. 779 (Sailen Ghosh), L.R. Dag

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No. - 43/375, under Mouza- Borokhejuria, J.L. No.- 49, P.S. – Mogra, Dist Sub-Registry office Hooghly, Additional Dist Sub-Registry Office – Chinsurah, under Saptagram Gram Panchayet.

**The said property butted and bounded by:-**

On the North- Property of Sailen Ghosh ;

On the South- 20ft wide pucca road ;

On the East- Property of Kamal Kumar Saha ;

On the West - Property of Chandra Goswami.

2) b) ALL THAT piece and parcel of Bastu measuring about 03 cottah 15 chittak more or less lying and situated in the R.S. Dag No. 43/375 Corresponding to L.R. Khatian No. 779 (Sailen Ghosh), L.R. Dag No. - 43/375, under Mouza- Borokhejuria, J.L. No.- 49, P.S. – Mogra, Dist Sub-Registry office Hooghly, Additional Dist Sub-Registry Office – Chinsurah, under Saptagram Gram Panchayet.

**The said property butted and bounded by:-**

On the North- Property of Swapan Banerjee and others ;

On the South- Property of Swapan Banerjee and others ;

On the East- L.R. Dag No. 43/375 ;

On the West - Property of Chandra Goswami.

Thus in the aforesaid L.R. Plot and L.R. Khatian the property measuring about (03 cottah 15 chittak + 03 cottah 15 chittak ) = 06 cottah 30chittak or 0.13 (Zero Point One Three) acre together with Electric, water, passage and path together with all easement right.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(Description of the Building )**

ALL THAT (G+4) popularly known as “.....” standing on the property as described in the First Schedule hereinabove according to sanctioned building plan ..... sanctioned by the Hooghly Zila Parishad.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(Description of the Flat )**

ALL THAT the residential flat on the ..... floor being no. .... in “.....” having which has been shown in the sketch Map attached hereinwith and delineated with Red Border together with Carpet area measuring about ..... sq.ft., Covered area measuring about ..... sq.ft. and Super Built up Area measuring about .....sq.ft together with all rights of users common areas of the building an undivided impracticable proportionate part and share of the property on the First Schedule property.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Common Portions)**

I) Areas:

NARAYANI CONSTRUCTION  
*Sailen Ghosh.*  
Partner

NARAYANI CONSTRUCTION  
*Kanishk Acharya.*  
Partner

NARAYANI CONSTRUCTION  
*Manju Saha*  
Partner

NARAYANI CONSTRUCTION  
*Barzali Saha*  
Partner

- a) Entrance and exits.
  - b) Boundary Walls and Main Gate of the Premises.
  - c) Staircase with stair and lobbies on all the floors of the Building.
  - d) Entrance lobby, electric/utility room, water pump room, generator room (24 x 7).  
Lift, Roof of the New Building and common installations on the roof.
- II) Water, Pumping and Drainage :
- a) Drainage and sewerage lines and other installations for the same (except only those as are installed within exclusive area of any Unit and/or exclusively for its use).
  - b) Water supply system.
  - c) Water pump, underground and overhead water reservoir together with all common plumbing installations for carnage of any unit/or exclusively for Its use.
- III) Electrical Installations:
- a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use,
  - b) Lighting of the common portions.
  - c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
- IV) Others : Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common the co-Owners.

**THE FIFTH SCHEDULE ABOVE REFERRED TO  
(Specification of the flat)**

Please see whether as per your  
project

**1. FOUNDATION:**

The building is designed of R.C.C. fittings and frames.

**2. WALLS:**

MI external wall shall be 200 mm brick with cement plaster all internal partition wall will be 75 mm to 125 mm thick with both side plaster. All inside wall will be coated with putty.

**3. FLOORING/DOOR/WINDOW:**

- a) All Bed rooms, Kitchen, living / dining room will be finished with vitrified tiles
- b) Toilet floor will be of Marble finish.
- c) White colour glazed tiles will be ..provided in all bathroom toilets upto 5'-6" height.
- d) Black glaze tiles will be provided at Cooking shelf whirl 3 ft, dado upon the cooking shelf,
- e) Bed Rooms and living/dining/window base will provided with vitrified tiles.

**4. DOORS/WINDOWS:**

- a) All internal and bed room doors will be made of flush door with necessary, lock etc.
- b) Main door will be made up by Iron.
- c) others Doors frames will be made up Sal Wood and the Doors will be made by Flash Door.
- d) Sliding Window will be glass fitted Alumuniam with M.S. Grill (18/3).

**5. ELECTRIFICATION:**

NARAYANI CONSTRUCTION  
*Gailen Ghosh.*  
Partner

NARAYANI CONSTRUCTION  
*Kanishk Acharya.*  
Partner

NARAYANI CONSTRUCTION  
*Manju Saha*  
Partner

NARAYANI CONSTRUCTION  
*Barzani Saha*  
Partner

Concealed line will be provided In the flat 15 Amps. Points will be provided in toilet and kitchen. Exhaust fan point will be provided in Kitchen and Toilet. Necessary connection will be provided in the bed Room and Dining Room.

**6. ELECTRIC POINTS :**

BEDROOM I – 5Ams plug point -2, 1 ceiling fan point, 2 light point, 1 A.C. Point.

BEDROOM II – 2 - 5Ams plug point, 1 ceiling fan point, 2 light point.

TOILET –I - 1 plug point, 1 light point, 1 fan point.

TOILET –II - 1 plug point, 1 light point, 15 amps point (Gyser).

KITCHEN – 3 plug point, 1 light point, 15 Amps plug point, one smoke catcher point.

DINING – 2 Tube point, 2 ceiling fan point, 5 Amps plug point -2, 15 Amps plug point – 2, (Freeze, microwave point and mixi point), calling bail point – 1, MCB Distribution Board, T.V. Point - 1

**7. SANITARY & PLUMBING:**

a) Concealed water line of pipe be provided.

b) Parry ware Ordinary fittings i.e. Commode, basin. A-l type pan will be provided.  
11 with drain board provided at Kitchen.

d) Low height PVC white cistern will be provided.

e) Low height bibcock for washing will be provided at Kitchen.

All fittings, i.e. bibcock, pillar cock, A. S. Cock, C. S. Cock will be C. P. Make.

**7. WATER:**

Sub marshal water supply by The Developer.

**MEMO OF CONSIDERATION**

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

**SIGNED. SEALED AND DELIVERED**

**By the parties hereto in the presence of**

**WITNESSES:**

1

2.

**SIGNATURE OF THE OWNER/FIRST PART**  
**represented by his Power of Attorney holder**

**SIGNATURE OF THE DEVELOPERS/SECOND PART**

NARAYANI CONSTRUCTION  
*Gailem Ghosh.*  
Partner

NARAYANI CONSTRUCTION  
*Kanishk Acharya.*  
Partner

NARAYANI CONSTRUCTION  
*Manju Saha*  
Partner

NARAYANI CONSTRUCTION  
*Barnali Saha*  
Partner

**SIGNATURE OF THE PURCHASERS/THIRD PART**

*Drafted by me*

Advocate  
Chinsurah Judge's Court  
Hooghly  
Regn. No.

NARAYANI CONSTRUCTION  
*Gailem Ghosh.*  
Partner

NARAYANI CONSTRUCTION  
*Kanishk Acharya.*  
Partner

NARAYANI CONSTRUCTION  
*Manju Saha*  
Partner

NARAYANI CONSTRUCTION  
*Barzali Saha*  
Partner