

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on _____ this day of _____
Two Thousand _____

B E T W E E N

(1) SMT. SILA BISWAS, wife of Late Ashok Kumar Biswas and daughter of Late Prakash Chandra Roy Chowdhury, by faith -Hindu, by occupation- Housewife, residing at R.K. Mission Pally, Sonarpur, Kolkata-700150, **(2) SMT. SIPRA GHOSH**, wife of Late Ajit Kumar Ghosh and daughter of Late Prakash Chandra Roy Chowdhury, by faith -Hindu, by occupation - Housewife, residing at R.K. Mission Pally, Sonarpur, Kolkata-700150, **(3) SRI SAJAL ROY CHOWDHURY**, son of Late Prakash Chandra Roy Chowdhury, by faith-Hindu, by occupation -Retired Person, residing at 35, N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, **(4) SRI SHYAMAL ROY CHOWDHURY** son of Late Prakash Chandra Roy Chowdhury, by faith Hindu, by occupation -Business, residing at Harinavi, P.S. Sonarpur, Kolkata-700148, **(5) SMT. MILAN ROY CHOWDHURY**, wife of Late Swapan Roy Chowdhury and daughter-in-law Late Prakash Chandra Roy Chowdhury, by faith Hindu, by occupation -Housewife, residing at 35, N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, **(6) SMT. SAYANTINI NATH**, wife of Sri Samar Nath and daughter of Late Swapan Roy Chowdhury and grand daughter of Late Prakash Chandra Roy Chowdhury, by faith - Hindu, by occupation -School Teacher, residing at Abhoy Daktar Lane, P.S. Sonarpur, Kolkata-700149, **(7) MS. SABORNI ROY CHOWDHURY**, daughter of Late Swapan Roy Chowdhury, and granddaughter of Late Prakash Chandra Roy Chowdhury, by faith -Hindu, by occupation -Unemployed, residing at 35, N.S. Road, Harinavi, Sonarpur, Kolkata-700150, **(8) SRI SANTIMOY ROY CHOWDHURY**, son of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Business, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, **(9) SRI SUDHAMOY ROY CHOWDHURY**, son of Late Sunil

Kumar Roy Chowdhury, by faith –Hindu, by occupation –Business, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, **(10) SRI SAKTIMOY ROY CHOWDHURY**, son of Late Sunil Kumar Roy Chowdhury, by faith –Hindu, by occupation –Govt. Service, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, **(11) SRI MRINMOY ROY CHOWDHURY**, son of Late Sunil Kumar Roy Chowdhury, by faith –Hindu, by occupation –Self-employed, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, **(12) SMT. MALAYA CHATTERJEE**, wife of Sri Chittaranjan Chatterjee and daughter of Late Sunil Kumar Roy Chowdhury, by faith –Hindu, by occupation –School Teacher, residing at 100, Mitra Para Second Lane, P.O. & Vill. Harinavi, P.S. Sonarpur, District 24-Parganas (South), **(13) SMT. DALIA NASKAR**, wife of Gopal Chandra Naskar and daughter of Late Sunil Kumar Roy Chowdhury, by faith –Hindu, by occupation –Housewife, residing at 251, K.M. Roy Chowdhury Road, P.O. Dakshin Jagaddal, P.S. Sonarpur, District South 24-Parganas, **(14) SRI SAMIR NATH**, husband of Late Jenia Nath and son-in-law of Sunil Kumar Roy Chowdhury, by faith –Hindu, by occupation –Business, residing at 186, Kumarpara Road, Village Gajipur, P.O. Rajpur, P.S. Sonarpur, 24-Parganas, Kolkata-700149, **(15) SRI SOUVIK NATH**, son of Sri Samir Nath and Late Jenia Nath, grand son of Late Sunil Kumar Roy Chowdhury, by faith –Hindu, by occupation –Student, residing at 186, Kumarpara Road, Village Gajipur, P.O. Rajpur, P.S. Sonarpur, 24-Parganas, Kolkata-700149, **(16) SMT. SUSHMITA GHOSH (NATH)**, wife of Sri Netai Ghosh and daughter of Sri Samir Nath and Late Jenia Nath, by faith –Hindu, by occupation –Housewife, residing at 17, Swarnakar Para, P.O. & Vill. Rajpur, P.S. Sonarpur, Kolkata-700149, District 24-Parganas (South), **(17) MS. SOUMITA NATH BHATTACHARYYA**, wife of Sri Nabendu Bhattacharyya and daughter of Sri Samir Nath and Late Jenia Nath, by faith –Hindu, by occupation –Housewife, residing at 25, Sonali Park, Bansdroni, Kolkata. **(18) SMT. CHITRA ROY CHOWDHURY**, wife of Late Anil Kumar Roy Chowdhury,

by faith –Hindu, by occupation –Housewife, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, **(19) KAMALESH ROY CHOWDHURY**, son of Late Anil Kumar Roy Chowdhury, by faith –Hindu, by occupation –Retired, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, **(20) SRI SANKAR ROY CHOWDHURY**, son of Late Anil Kumar Roy Chowdhury, by faith –Hindu, by occupation –Service, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, **(21) SRI GOUTAM ROY CHOWDHURY**, son of Late Anil Kumar Roy Chowdhury, by faith –Hindu, by occupation –Business, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, **(22) SRI AMITAVA ROY CHOWDHURY**, son of Late Anil Kumar Roy Chowdhury, by faith –Hindu, by occupation –Service, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, hereinafter referred to and called the **“OWNERS/VENDORS /FIRST PART NO. 1.”** (which expression shall unless excluded by or repugnant to the context hereof be deemed to include their respective heirs executors, legal representatives, administrator: and/or assigns) of the FIRST PART duly represented by **(1) SMT. MITHU CHAUDHURY(PAN-AJAPC1558L)**, wife of Kumar Premjit Chaudhury, by faith –Hindu, by occupation –Business of Village and Post Khantura (Vivek Para), Gobardanga, P.S. Habra, Pin – 743273, District North 24-Parganas **(2) SRI PRADIP SAHA(PAN-ASBPS2103H)**, son of Late Narayan Pada Saha, by faith-Hindu, by occupation –Business of 2035, Mahatma Gandhi Road, P.O. and P.S. Haridevpur, Kolkata –700082, **(3) SMT. KAJAL GHOSHAL(PAN-BGQPG8287E)**, wife of Sri Mantu Pada Ghoshal, by faith Hindu, by occupation –Business, residing at Vill. & P.O. Kamarpukur, P.S. Goghat, District Hooghly, Pin-712612, Partners of **M/S. DREAM HEIGHT CONSTRUCTION(PAN-AAMFD2964N)**, a partnership Firm, having its registered Office at 11C, Naskar Para Road, P.S. Haridevpur, P.O. Paschim Putiary, Kolkata-700041 (By virtue of Notary Power of attorney and by virtue of the registered power of attorney duly registered before D.S.R IV, Alipore

South 24 Parganas duly recorded in Book No 1, CD Volume No 41, Page 2031 to 2062 Being No 08007 for the year 2013)

AND

SMT. DIPA BALA, wife of Late Arabinda Bala, by faith - Hindu, by occupation - Housewife, of Rajpur Govt. Colony, P.O. - Dakshin Jagaddal P.S. - Sonarpur, District - South 24-Parganas, hereinafter referred to and called the “**OWNER/VENDOR /FIRST PART NO. 2.**”(which expression shall unless excluded by or repugnant to the context hereof be deemed to include her heirs executors, legal representatives, administrator: and/or assigns) of the FIRST PART duly represented by **(1) SMT. MITHU CHAUDHURY(PAN-AJAPC1558L)**, wife of Kumar Premjit Chaudhury, by faith –Hindu, by occupation –Business of Village and Post Khantura (Vivek Para), Gobardanga, P.S. Habra, Pin – 743273, District North 24-Parganas **(2) SRI PRADIP SAHA(PAN-ASBPS2103H)**, son of Late Narayan Pada Saha, by faith-Hindu, by occupation –Business of 2035, Mahatma Gandhi Road, P.O. and P.S. Haridevpur, Kolkata –700082, **(3) SMT. KAJAL GHOSHAL(PAN-BGQPG8287E)**, wife of Sri Mantu Pada Ghoshal, by faith Hindu, by occupation –Business, residing at Vill. & P.O. Kamarpukur, P.S. Goghat, District Hooghly, Pin 712612, Partners of **M/S. DREAM HEIGHT CONSTRUCTION(PAN-AAMFD2964N)**, a partnership Firm, having its registered Office at 11C, Naskar Para Road, P.S. Haridevpur, P.O. Paschim Putiary, Kolkata-700041 (By virtue of the registered power of attorney duly registered before D.S.R IV, Alipore South 24 Parganas duly recorded in Book No 1, CD Volume No 46, Page 2761 to 2776 Being No 09174for the year 2013)

AND

SRI ANUKUL CHANDRA BALA, Son of Late Atul Chandra Bala, by faith - Hindu, by occupation - Service, of Rajpur Govt. Colony, P.O. - Dashin Jagaddal, P.S. – Sonarpur, District - South 24-Parganas, hereinafter referred to and called the “**OWNER/VENDOR /FIRST PART NO. 3.**”(which expression shall unless

excluded by or repugnant to the context hereof be deemed to include his heirs executors, legal representatives, administrator: and/or assigns) of the FIRST PART duly represented by **(1) SMT. MITHU CHAUDHURY(PAN-AJAPC1558L)**, wife of Kumar Premjit Chaudhury, by faith –Hindu, by occupation –Business of Village and Post Khantura (Vivek Para), Gobardanga, P.S. Habra, Pin – 743273, District North 24-Parganas **(2) SRI PRADIP SAHA(PAN-ASBPS2103H)**, son of Late Narayan Pada Saha, by faith-Hindu, by occupation –Business of 2035, Mahatma Gandhi Road, P.O. and P.S. Haridevpur, Kolkata –700082, **(3) SMT. KAJAL GHOSHAL(PAN-BGQPG8287E)**, wife of Sri Mantu Pada Ghoshal, by faith Hindu, by occupation –Business, residing at Vill. & P.O. Kamarpukur, P.S. Goghat, District Hooghly, Pin712612, Partners of **M/S. DREAM HEIGHT CONSTRUCTION (PAN-AAMFD2964N)**, a partnership Firm, having its registered Office at 11C, Naskar Para Road, P.S. Haridevpur, P.O. Paschim Putiary, Kolkata-700041 (By virtue of the registered power of attorney duly registered before D.S.R IV, Alipore South 24 Parganas duly recorded in Book No 1, CD Volume No 46, Page 2761 to 2776 Being No 09174for the year 2013)

AND

M/S. DREAM HEIGHT CONSTRUCTION (PAN-AAMFD2964N), a partnership Firm, having its registered Office at 11C, Naskar Para Road, P.S. Haridevpur, P.O. Paschim Putiary, Kolkata-700041, duly represented by its partners **(1) SMT. MITHU CHAUDHURY(PAN-AJAPC1558L)**, wife of Kumar Premjit Chaudhury, by faith –Hindu, by occupation –Business of Village and Post Khantura (Vivek Para), Gobardanga, P.S. Habra, Pin – 743273, District North 24-Parganas **(2) SRI PRADIP SAHA(PAN-ASBPS2103H)**, son of Late Narayan Pada Saha, by faith-Hindu, by occupation –Business of 2035, Mahatma Gandhi Road, P.O. and P.S. Haridevpur, Kolkata –700082, **(3) SMT. KAJAL GHOSHAL(PAN-BGQPG8287E)**, wife of Sri Mantu Pada Ghoshal, by faith Hindu, by occupation –Business, residing at Vill. & P.O. Kamarpukur, P.S. Goghat, District Hooghly, Pin712612, hereinafter referred to and called the **“OWNERS/VENDORS /FIRST PART NO. 4.”** (which expression shall unless excluded by or repugnant to the context hereof be deemed to include its heirs executors, legal representatives, administrator, successor-in-office and/or

assigns) of the FIRST PART All are hereinafter collectively referred to as Vendor/First Party

AND

SRI (PAN-.....), son of Sri , by faith Hindu, by occupation , both are residing at , P.S. , District..... , Pin – , West Bengal, hereafter jointly called and referred to as the “**PURCHASER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives) of the **SECOND PART.**

A N D

M/S. DREAM HEIGHT CONSTRUCTION (PAN-AAMFD2964N), a partnership Firm, having its registered Office at 11C, Naskar Para Road, P.S. Haridevpur, P.O. Paschim Putiary, Kolkata-700041, duly represented by (1) SMT. MITHU CHAUDHURY, wife of Kumar Premjit Chaudhury, by faith –Hindu, by occupation –Business of Village and Post Khantura (Vivek Para), Gobardanga, P.S. Habra, Pin – 743273, District North 24-Parganas (2) SRI PRADIP SAHA, son of Late Narayan Pada Saha, by faith-Hindu, by occupation –Business of 2035, Mahatma Gandhi Road, P.O. and P.S. Haridevpur, Kolkata –700082, (3) SMT. KAJAL GHOSHAL, wife of Sri Mantu Pada Ghoshal, by faith Hindu, by occupation –Business, residing at Vill. & P.O. Kamarpukur, P.S. Goghat, District Hooghly, Pin712612, hereinafter called and referred to as the “**DEVELOPER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, administrators, legal representatives and assigns) of the **THIRD PART.**

W H E R E A S :-

- a) *One Purna Chandra Roy Chowdhury was the Owner, title holder and possessor in respect of Land measuring 30 Decimal in C.S. and R.S Plot No. 346 under C.S. Khatian 105,85, under R.S Khatian No 947, 1374,1373,137 and 1375 Pukur (pond) measuring about 24 Decimal in C.S AND R.S Plot No. 347 under R.S. Khatian. 947, 1374,1373 and 1371 along with Land (Bagan) measuring about 36 Decimal in C.S. and R.S Plot No. 346/417 under R.S. Khatian 948,1376,1374 and 1372 in Total 90 Decimal of land within Mouza - Harinavi, Pargana Medanmolla, Sub registration office Sonarpur, J.L No 36, Touji No109, R.S No151, P.S. - Sonarpur, District - South 24 Parganas, R.S No 151, Touji No 109 within Rajpur Sonarpur Municipality along with other properties and his name was duly recorded in the C.S. Record of Rights.*
- b) *The said Purna Chandra Roy Chowdhury died intestate leaving behind him his four sons namely Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury, Probodh Kumar Roy Chowdhury as his only legal heirs and Successors and after the death of said Purna Chandra Roy Chowdhury, his said four sons namely Prakash Chandra Roy Chowdhury, Sunil Kimar Roy Chowdhury, Anil Kumar Roy Chowdhury, Probodh Kumar Roy Chowdhury became the joint owners, title holders and possessors in respect of the said land as the wife of said Purna Chandra Roy Chowdhury was also died before his death.*
- c) *That during enjoying and possessing the said plots of land, by way of inheritance the said Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury and Probodh Kumar Roy Chowdhury duly mutated their names in the R.S. ROR in Sonarpur, South 24 Parganas in respect of the said Plots of land in R.S. Khatian being no 947, 1374,1373,1371, 1375, 948,1376,1374 and 1372, C.S Khatian No 105 and 85, C.S and R.S Dag No 347,346 and 346/417.*
- d) *That for better and proper use of the said landed property including pond and Bagan the said Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury, Probodh Kumar Roy Chowdhury by executing and registering a Partition Deed dated 21-04-1971 duly partitioned the said landed properties including pond and Bagan amongst themselves. The said Partition Deed was registered in*

the Office of the A.D.S.R. Sonarpur and recorded in Book No. 1, Volume No. 19, Pages 5 to 14 being Deed No. 1171 for the Year 1971.

- e) *That as per the said Partition Deed the said Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury and Probodh Kumar Roy Chowdhury jointly got 30 decimal plot of land in R.S. Dag No. 346 including 2 decimals of land as common passage (Prakash Chandra Roy Chowdhury- 3 decimal bastu land, Sunil Kumar Roy Chowdhury- 5 decimal bastu land, Anil Kumar Roy Chowdhury-5 decimal bastu land, Probodh Kumar Roy Chowdhury- 9 decimal bastu land, Common passage- 2 decimal, Ezmali Land- 6 decimal) . The said Prakash Chandra Roy Chowdhury got 15 decimal of land (Bagan) in Plot No. 346/417 under khatian no Khatian948,1376,1374 and 1372, and he also got 3 decimal Bastu land in Dag No 346 and marked as Block "A" in the said Partition Deed. Said Sunil Kumar Roy Chowdhury got 5 decimal of land in Plot No. 346 and 8 decimal of land (Bagan) in Plot No. 346/417 and marked as Block B in the said Partition Deed, Said Anil Kumar Roy Chowdhury got 5 decimal of land in Plot No. 346 and 8 decimal of land (Bagan) in Plot No. 346/417 and marked as Block C in the said Partition Deed and Said Probodh Kumar Roy Chowdhury got 9 decimal of land in Plot No. 346 and 5 decimal of land (Bagan) in Plot No. 346/417 marked as Block D in the said Partition Deed and Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury, Probodh Kumar Roy Chowdhury jointly got 6 decimal Bastu land as Ezmali land and 2 decimal land as common passage and Tank measuring about 24 decimal in Dag No 347 and their names were duly recorded in the record of ROR.*
- f) *That the said Prakash Chandra Roy Chowdhury during possessing the said land died intestate on 10/8/1987 leaving behind him his three sons namely Swapan Roy Chowdhury, Sajal Roy Chowdhury, Shyamal Roy Chowdhury and two daughters namely Shila Biswas and Sipra Ghosh and after the death of said Prakash Chandra Roy Chowdhury his said sons and daughters became the joint owners of the properties left by Prakash Chandra Roy Chowdhury as his wife Laxmi Roy Chowdhuri is also died. The said Swapan Roy Chowdhury also died on 6/5/2011, leaving behind his wife Milon Roy Chowdhury and two daughters namely Sayantani Nath and Saborni Roy Chowdhury and they became the joint owners of the properties left by said Swapan Roy Chowdhury.*

- g) *That the said Sunil Kumar Roy Chowdhury during possessing the said land died intestate on 7/8/1984 leaving behind him his four sons namely Santimoy Roy Chowdhury, Sudhamoy Roy Chowdhury, Saktimoy Roy Chowdhury, Mrinmoy Roy Chowdhury and two daughters namely Malaya Chatterjee and Jenia Nath and after the death of said Sunil Kumar Roy Chowdhury his said sons and daughters became the joint owners of the properties left by Sunil Kumar Roy Chowdhury as his wife Kalyani Roy Chowdhuri is also died. The said Jenia Nath also died on 21-04-2010 leaving behind his Husband Samir Nath, one son Souvik Nath and two daughters namely Sushmita Ghosh (Nath) and Soumita Nath (Bhattacharyya) and they became the joint owners of the properties left by said Jenia Nath.*
- h) *That the said, Anil Kumar Roy Chowdhury during possessing and enjoying the said property died intestate on 11/1/1980 leaving behind him his wife Chitra Roy Chowdhury, four sons namely Kamalesh Roy Chowdhury, Sankar Roy Chowdhury, Goutam Roy Chowdhury and Amitava Roy Chowdhury and after the death of said Anil Kumar Roy Chowdhury his said wife and sons became the joint owners of the properties left by Anil Kumar Roy Chowdhury.*
- i) *That the said Probodh Kumar Roy Chowdhury during enjoying and possessing the said property died intestate on 31/7/1995 leaving behind him his only sons namely Samar Roy Chowdhury, and one daughter namely Tapati Mitra and after the death of said Probodh Kumar Roy Chowdhury his said son and daughter became the owners of the properties left by Probodh Kumar Roy Chowdhury as his wife Bela Roy Chowdhury was predeceased on 24/12/1964*
- j) *That the said Samar Roy Chowdhury and Tapati Mitra due to their urgent need of money sold, transferred their entire land in Plot No. 346 in Block D of the said Partition Deed by three registered Deed of Sale. The said Samar Roy Chowdhury and Tapati Mitra by executing a registered Sale Deed sold, transferred and conveyed 1 Katha 10 Chittak 06 Sq. Ft. bastu land and the structure standing thereon in Plot No. 346 in Block D of the said Partition Deed to Sri. Anukul Chandra Bala. The said Deed was duly registered in the office of the A.D.S.R Sonarpur and recorded in Book No.1, Vol. No. 68, Pages 217 to 224 being Deed No. 3802 for the*

year 2004. The said Samar Roy Chowdhury and Tapati Mitra by executing another registered Sale Deed sold, transferred and conveyed another 1 katha 10 Chittak 15 Sq. Ft. land in Plot No. 346 in Block D of the said Partition Deed to Smt. Dipa Bala, the owner herein. The said Deed was duly registered in the office of the A.D.S.R. Sonarpur and recorded in Book No. I, Vol No.68, Pages-225 to 232 being Deed No. 3803 for the year 2004.

- k) *The said Samar Roy Chowdhury and Tapati Mitra due to their urgent need of money by executing and registering another Deed of Sale also sold transferred their share in the Plot No. 346 to said Shyamal Kumar Roy Chowdhury. The said Deed was duly registered in the office of the A.D.S.R, Sonarpur.and recorded in Book No.1, Volume No.161, Pages 367 to 374 being Deed No9516 for the year2000 and released all their right, title, interest in the Plot No. 346 including the title, ownership and all easement right in the common passages over the said Plot No. 346. Be it mentioned herein that in the said Deed though it was written that they sold two cottah of land but actually they handed over the possession of 1.5 satak of land and the structure to Shyamal Kumar Roy Chowdhury.*
- l) *Thus the said Prakash Chandra Roy Chowdhury, the predecessor of SILA BISWAS, SMT. SIPRA GHOSH, SRI SAJAL ROY CHOWDHURY, SRI SHYAMAL ROY CHOWDHURY, SMT. MILAN ROY CHOWDHURY, SMT. SAYANTINI NATH, and SABORNI ROY CHOWDHURY, the OWNER Nos. 1 to 7 herein by virtue of the said partition Deed jointly became the Owner of the demarcated land measuring 3 satak in Plot No. 346 herein after referred to as owner Unit No. 1 and undivided 1.5 satak Ezmali land out of 6 decimal land in Plot No 346 and demarcated land measuring about 15 satak in plot no 346/417. Be it mentioned herein that Shyamal Kumar Roychowdhury apart from the said plot of land he also became the owner of a part of 1.5 satk ejmali land along with 340 square feet structure of the old 2 storied Building by virtue of sale Deed no 9516 for the year 2000 duly executed by said Samar Roy Chowdhury and Tapati Mitra duly registered at the office of A.D.S.R, Sonarpur. Be it mentioned herein that Sajal Roy Chowdhury by way of sale made by his father during his lifetime vide Deed No.661 for the year 1984 duly registered at the office of ADSR-Sonarpur became the owner of the said 3 decimal of land in Dag*

No 346 belonging to Prakash Chandra Roy Chowdhury on the frontal side and built a two storied building with shop room at the ground floor .

- m) *Thus the said SRI SANTIMOY ROY CHOWDHURY, SRI SUDHAMOY ROY CHOWDHURY, SRI SAKTIMOY ROY CHOWDHURY, SRI MRINMOY ROY CHOWDHURY, SMT. MALAYA CHATTERJEE, SMT DALIA NASKAR, SRI SAMIR NATH, SRI SOUVIK NATH, SUSHMITA GHOSH (NATH), MS. SOUMITA NATH (Bhattacharyya), the OWNER Nos. 8 to 17 herein, hereinafter referred to as owners of Unit No. 2, being the legal heirs and successors of Late Sunil Kr Roy Chowdhury jointly became the Owner of the undivided and demarcated land measuring 5 SATAK in Block B of the said partition Deed in Plot No. 346 and 1/4th undivided share of Ejmali land measuring about 1.5 decimal in Dag No 346 and another undivided land (Bagan) measuring about 8 satak in plot no 346/417.*
- n) *Thus the said SMT. CHITRA ROY CHOWDHURY, KMALESH ROY CHOWDHURY, SRI SANKAR ROY CHOWDHURY, SRI GOUTAM ROY CHOWDHURY and SRI AMITAVA ROY CHOWDHURY the OWNER Nos. 18 to 22 herein, hereinafter referred to as owners of Unit No. 3 being the legal heirs of Late Anil Kumar Roy Chowdhury jointly became the Owners of the undivided land measuring about 5 satak more or less. in Plot No. 346 and 1/4th undivided share of Ejmali land measuring about 1.5 decimal in Dag No 346 and another undivided land measuring about 8 satak in plot no 346/417.*
- o) *That thus the owners/vendors/First Party No.1 herein now became the absolute owner, title holder possessor in respect of 11 Cottah 1 Chittack 9 sq. ft. bastu land more or less including 2 satak common passage is morefully mentioned hereunder under the heading SCHEDULE – “A” of the registered Development Agreement dated 4th October, 2013 duly executed by and between the owners/vendors/First Party No.1 and the Developer of Third Part.*
- p) *That similarly SMT. DIPA BALA, wife of Late Arabinda Bala, the “OWNER/VENDOR /FIRST PART NO. 2. executed a registered Development Agreement being No.1-09172/2013 dated 16th December, 2013 with the Developer of Third Part in respect of her adjoining land measuring about 1 cottah 10 chhitack 15 sq. ft being the owner thereof on the same Dag No.346 containing total 30 decimals of land, what she*

had purchased from Samar Kumar Roy Chowdhury and Smt Tapati Roy Chowdhury vide Deed No.3803 for the year 2004.

- q) *That similarly SRI ANUKUL CHANDRA BALA, Son of Late Atul Chandra Bala, the "OWNER/VENDOR /FIRST PART NO. 3. executed a registered Development Agreement being No.1-09173/2013 dated 16th December, 2013 with the Developer of Third Part in respect of his adjoining land measuring about 1 cottah 10 chhitack 6 sq. ft being the owner thereof on the same Dag No.346 containing total 30 decimals of land, what he had purchased from Samar Kumar Roy Chowdhury and Smt Tapati Roy Chowdhury vide Deed No.3802 for the year 2004.*
- r) *That "OWNER/VENDOR /FIRST PART NO. 4 the Developer herein also Purchased one 'pukur' on the adjoining land/Dag No.347 measuring about 24 decimals from Smt. Sila Biswas & others (Roy Chowdhurys) by virtue of a registered deed of conveyance being No.1-00701/2014 dated 7th day of October, 2013, thereby have become the absolute owner thereof.*
- s) *That there after all the parties of First Part/Vendors for the purpose of amalgamation of their properties executed several deeds of conveyances amongst themselves being No.1-01660/2014, 1-01661/2014 and 1-01662/2014 and by virtue of these deeds all of them became the joint owners of property as mentioned in the Schedule "A" referred to hereunder, and they mutated their names in the record of Rajpur-Sonarpur Municipality and the said property became known as Holding No. N.S. Road, within ward No.18.*

AND WHEREAS the said owners have decided to construct a multi-storied building thereon as per sanctioned plan of Rajpur-Sonarpur Municipality, but due to paucity of fund, the owners could not fulfill their desire and in this connection the owners have approached to the developer to develop First Schedule below mentioned property at their own costs and expenses and/or at the cost of the proposed Purchasers with proportionate share and the developer has accepted the proposal of the owners and agreed to construct a multistoried building thereon both for residential and as well as commercial purposes as per sanctioned plan duly approved by the competent civic authority.

AND WHEREAS the said owners engaged the Developer, the Fourth Part herein by entering with them three separate joint venture agreements as mentioned earlier for the purpose of developing the said First schedule property by virtue of which the Developer was/is entitled to construct the building and also to sell the newly constructed flats out of its own allocation at the valuable consideration to be fixed by them to the intending Purchasers. The said Development Agreements were duly registered before D.S.R.-IV at Alipore, South 24-Parganas, duly recorded in Book No I, as mentioned hereinbefore.

AND WHEREAS as per the said joint venture agreements dated 7/10/2013, 16/12/2013 it has been agreed that the Developer would be entitled to get proportionate share of constructed area with undivided proportionate share of land underneath the building as mentioned in respective Development Agreement and the rest would be the owner's allocation.

AND WHEREAS said Vendor/ First No.1 to 3 in continuation of the said Development Agreements executed a general power of attorney separately on 7/10/2013 and 16/12/2013 in favour of the partners of fourth part herein and the said power of attorney duly registered before D.S.R.-IV, Alipore as mentioned earlier.

AND WHEREAS thus the first part herein became the owners of **ALL THAT** piece and parcel of land measuring about 28 cottah 13 chittack 30 square feet = 1930.034 sq.m (area of solid land 14 cottahs 5 chittacks 30 square feet = 10335 sq. ft. = 960.144 sq.m) + (area of pond /tank 14 cottah 8 chittacks 00 sq. ft. = 10440 sq. ft. = 969.89 sq. m.) lying and situated at Dag No. 346, 347, Khatian No. 1371, 1373, 1375, 947, 2335, J.L. No. 36, Mouza – Harinavi, Holding No. 34, N.S. Road, Ward No. 18, under Rajpur-Sonarpur Municipality,

P.S. Sonarpur, District 24-Parganas (South), of the Rajpur-Sonarpur Municipality, more fully described in the Schedule "A" hereunder.

AND WHEREAS as per provisions stipulated in the Development Agreements the said Developer on obtaining a Sanctioned Building plan in the name of the owners Rajpur- Sonarpur Municipality started the construction of multi storied residential building thereon vide building permit No.895/CB/18/33 dated 30/09/2015 and accordingly the construction of a G +4 storied building is in progress on a piece and parcel of land measuring about **ALL THAT** piece and parcel of land measuring about 28 cottah 13 chittack 30 square feet = 1930.034 sq.m (area of solid land 14 cottahs 5 chittacks 30 square feet = 10335 sq. ft. = 960.144 sq.m) + (area of pond /tank 14 cottah 8 chittacks 00 sq. ft. = 10440 sq. ft. = 969.89 sq. m.) lying and situated at Dag No. 346, 347, Khatian No. 1371, 1373, 1375, 947, 2335, J.L. No. 36, Mouza – Harinavi, Holding No. 34, N.S. Road, Ward No. 18, under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District 24-Parganas (South), of the Rajpur-Sonarpur Municipality morefully and more particularly described in the Schedule "A" written hereunder free from all encumbrances.

AND WHEREAS the Purchaser herein being interested to purchase a Flat being no measuring about square feet (Carpet Area) on the floorside of the proposed building along with/without garage/car parking area being no.....admeasuringsquare feet, specifically mentioned in Schedule 'B' from Developer's allocation approached to the Owners and the Developer for the same against a valuable consideration.

AND WHEREAS the Vendors / Developer agreed to sell the said Flat being no, measuring more or less square feet (Carpet Area) on the floor side of the proposed building of the “A” schedule property to the Purchaser from Developer's allocation more particularly described in the Schedule 'B' written hereunder with right to use and enjoy all common facilities provided as specifically mentioned in Schedule 'C' written hereunder including undivided proportionate share of land at the consideration of Rs...../- (Rupees) only.

AND WHEREAS all the parties agreed to enter into an agreement for sale and accordingly all the parties to avoid any future complications and/or disputes have entered into this agreement for sale stipulating all the points already discussed/agreed verbally between the parties in respect of the transfer of the Schedule “B” property.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. The Owners and/or the Developer agrees to sell out All that piece and parcel of Flat being nomeasuring more or less square feet (CARPET AREA) on the. floor side of the proposed Storied building on a land measuring about **ALL THAT** piece and parcel of land measuring about 28 cottah 13 chittack 30 square feet = 1930.034 sq.m (area of solid land 14 cottahs 5 chittacks 30 square feet = 10335 sq. ft. = 960.144 sq.m) + (area of pond /tank 14 cottah 8 chittacks 00 sq. ft. = 10440 sq. ft. = 969.89 sq. m.) lying and situated at Dag No. 346, 347, Khatian No. 1371, 1373, 1375, 947, 2335, J.L. No. 36, Mouza – Harinavi, Holding No. 34, N.S. Road, Ward No. 18, under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District 24-Parganas (South), of the Rajpur-Sonarpur Municipality, more fully described in the Schedule “A” hereunder from the Developer's allocation more particularly described in the Schedule 'B' written

hereunder including undivided proportionate share of land free from all encumbrances.

2. That during negotiation, it has been agreed by and between the parties herein that the Purchaser shall pay the total consideration of Rs...../- (Rupees) only to the Developer directly by A/C Payee Cheque/Bank Draft/ Pay Order/RTGS in favour of the Third Part in the following payment schedule:-

- a) An earnest money of Rs...../- (Rupees) only on date of application/expression of interest.
- b) Rs..... /- (Rupees)(10 % of sale price -- Application amount + GST) only on date of allotment/booking.
- c) An amount of Rs...../- (Rupees)(10 % of sale price + GST) on completion of foundation.
- d) An amount of Rs...../- (Rupees) (15 % of sale price + GST) on execution of sale Agreement.
- e) An amount of Rs..... /- (Rupees) (10 % of sale price + GST) on completion of Ground Floor Roof Casting.
- f) An amount of Rs...../-(Rupees)(10 % of sale price + GST) on completion of 1st Floor Roof Casting.
- g) An amount of Rs...../- (Rupees) (10 % of sale price + GST) on completion of 2nd Floor Roof Casting.
- h) An amount of Rs...../- (Rupees) (10 % of sale price + GST) on completion of 3rd Floor Roof Casting.
- i) An amount of Rs...../- (Rupees) (10 % of sale price + GST) on completion of 4th Floor Roof Casting.
- j) An amount of Rs...../- (Rupees) (5 % of sale price + GST) on completion of brickwork, internal plaster, flooring.

- k) An amount of Rs...../- (Rupees) (5 % of sale price + GST) on completion of plumbing, external plaster.
- l) An amount of Rs...../- (Rupees) (5 % of sale price + GST) on notice of Possession.

EXTRA CHARGES:

Legal Charges: Stamp Duty and registration Fee and incidental expenses /GST will be borne by purchaser at applicable rate on the agreement value or Market value (whichever is higher) as per the valuation at the time of registration.

Deposit:

Electricity Deposit: as applicable to CESC / WBSEDCL.

3. That it has been further agreed that after payment of the total consideration of Rs...../- (Rupees) only by the Purchaser to the Developer, the Purchaser shall arrange for causing execution and registration of the Deed of Conveyance in his favour through the Learned Advocateat the cost of the purchaser.

4. The Owner/Developer shall be liable to execute and cause register at the cost of the Purchaser the said Deed of Conveyance in favour of the Purchasers after payment of total consideration of Rs...../- (Rupees) only and simultaneously with the registration of the sale Deed, the Owner / Developer shall hand over the vacant possession of the said self contained flat more fully described in the Schedule "B" written hereunder latest by and if the owners/developer fail to handover the possession of the said flat at that time, the Purchaser will be at liberty to move before the proper Court .

5. The Developer will issue possession certificate at the time of final payment and at the time of execution and registration of final deed of conveyance in favour of the Purchaser, failing which the purchaser will take possession of the 'B' Schedule property with the help of the Court of law.

6. It is further agreed that upon delivery of the possession by the Developer, the Purchaser will become liable to pay all taxes from the date of delivery of the possession.

7. If the amounts required to be paid under this agreement are not paid in time, then the Purchaser will pay interest @ 10% p.a. (interest for the period of default) to the Third Part on the amount due as late payment charge but that delay of payment must not exceed 1 month and this will not entitle the Purchaser to keep any amount in arrear or claim and indulgence of the Third Part. However whether this agreement shall be terminated or not for default on the part of the Purchaser, shall be decided by the Third Part / Developer solely.

8. It is made clear and fully understood and agreed that in case the Purchaser fails or neglect to make payment of the total amount or any part thereof as per clause stipulated in this agreement or in case the buyers at any stage chosen or decided not to complete the transaction then the Developer shall automatically becomes entitled to terminate the agreement as recorded herein absolutely and entirely and the buyer shall forfeit all rights whatsoever and the Developer shall forfeit 30% of the total amount out of the amount received by them till then as cancellation charge and refund the balance if any within 3 months from the date of such forfeiture and/or availability of a new buyer/Purchaser whichever comes earlier and this agreement shall automatically stand cancel and/or terminated.

9. The buyers undertake to and shall bear pay, contribute and discharge all the services and maintenance charges which may be applicable to the unit. This is to be mentioned that any Tax liability including Service Tax/ GST imposed by the Government shall be paid by the Purchaser.

10. In consideration and/or price payable as aforesaid the Purchaser shall also pay to the Third Part all charges for making any addition or alteration and/or for providing any additional things, facilities and/or utilities in or relating to the said flat and car parking space as to be done at the request of the Purchasers and/or in excess of those mentioned in the Schedule 'B' and 'E' hereunder.

11. If all payments are made in due time and the Conveyance is not executed by the owners and the Developer, then in that case, the Purchasers shall have the right to get the said Conveyance executed through Court of Law by filing the suit against the Developer and/or the owners under the Specific Performance of Contract.

12. That at the time of execution and registration of the schedule "B" flat, the owners and/or Developer shall deliver all No-dues certificate regarding K.M.C. tax.

13. The Purchaser agree and covenant not to claim any right or possession over in respect of the said flat till such time the Purchaser will pay and/or deposit all the amounts herein agreed to be paid or deposited by the Purchaser. This is also to be mentioned that before taking delivery of the respective flat the Purchaser shall have to clear all dues according to the schedule of payment as well as the extra schedule job payment, (if any) due to

the Developer and the payment of the security deposit for individual electric meter.

14. That after the full payment of the entire consideration money the Developer shall make necessary arrangements for the registration and presentation of the Deed of Conveyance in respect of the Schedule "B" mentioned property at the cost of the Purchaser and the said Deed would be prepare by the Advocate

15. The Purchaser shall take and deemed to have taken delivery of the flat from the date of service of notice intimating of completion of the flat and from such date, the Purchaser shall become liable to pay proportionate 'share of the common expenses and municipal taxes.

16. That before the presentation of any of the document or Deed of Conveyance, the Purchaser shall bear the legal expenses i.e. stamp duty, registration fees, Advocate's fees and other incidental charges.

17. The Purchaser hereby covenants with the Vendors and Developer to do the following acts, deeds and things as form the date of delivery in terms of the proceeding clause;

- i) To cooperate with the Vendors/Developer in the management and maintenance of the common portions of the building.
- ii) To observe rules framed from time to time by the Flat Owners and upon its formation by the association for quiet and peaceful and beneficial enjoyment of the unit and/or the common portions.

- iii) To allow the Vendors/Developer and its workmen to enter into the unit only at reasonable time for carrying out the work required for the maintenance purposes.
- iv) To allow the Developer to complete the other portion of the building and they further undertake that they will not cause any obstruction and / or hindrance in that respect
- v) To pay proportionate share of the common expenses regularly and punctually and to pay the rate and taxes for the unit wholly and for the land proportionately.

18. The Purchaser shall not do any act deed of thing whereby the construction of development of the said premises is in any way hindered or impeded with nor shall-in any way commit breach of any of the terms and conditions herein contained.

19. For the purpose of acquiring the said flat of the proposed building, the Purchaser will be entitled to apply for and obtain financial assistance from banks and other financial institutions but the Vendors and Developer will not be liable or assume any liability for such loans and granting of any loan will always be subject to the terms and conditions herein contained and in default of payment of financial assistance from the bank, and other financial institution before the completion of sale, the Purchaser himself become liable and the said flat shall not be the subject before the completion of sale.

20. This is agreed by and between the parties that the Purchaser cannot and/or does not nominate any person in the place of himself. This rule should be strictly followed by the parties.

21. This is agreed by and between the parties that before taking possession of the flat, Purchaser shall have to clear all dues in respect of the said flat.

22. This is agreed by and between the parties that the Purchaser also shall have to bear the cost of formation of association of dwellers organized by the Developer before the date of taking possession of the respective flat.

23. This is agreed by and between the parties that the Purchaser shall not have any right to built or rebuilt and/or renovate and/or make any changes of the items supplied by the Developer in respect of the respective flat as well as the building, such above shall be the exclusive right of the Developer and if the Purchaser want 'anything stated above then the Purchaser shall have to do the said by written consent of the Developer 'and for which the Purchaser shall have to pay according to the bill raised by the Developer before taking possession of the respective flat. In the above referred situation the Purchaser shall not be allowed to engage any person / third party including them for such interior and /or exterior job for the said flat as well as building.

SCHEDULE "A" REFERRED TO ABOVE

(Description of the total Property)

ALL THAT piece and parcel of Flat being no measuring more or less square feet (carpet area) on the. floor side of the proposed G+4 Storied building along with/without garage/car parking area bearing no.....admeasuringsquare feet on a land measuring about **ALL THAT** piece and parcel of land measuring about 28 cottah 13 chittack 30 square feet = 1930.034 sq.m (area of solid land 14 cottahs 5 chittacks 30

square feet = 10335 sq. ft. = 960.144 sq.m) + (area of pond /tank 14 cottah 8 chittacks 00 sq. ft. = 10440 sq. ft. = 969.89 sq. m.) lying and situated at Dag No. 346, 347, Khatian No. 1371, 1373, 1375, 947, 2335, J.L. No. 36, Mouza – Harinavi, Holding No. 34, N.S. Road, Ward No. 18, under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District 24-Parganas (South), of the Rajpur-Sonarpur Municipality, which is butted and bounded as follows :-

NORTH : Land of Kalipada Roy Chowdhury and others

SOUTH : Land of Sajal Roy Chowdhury and others

EAST : Land of Balai Chandra Ghosh and others

WEST : Partly building of Sajal Roy Chowdhury and partly approach
Road to N.S.Road and partly Dag No 346/417(P)

SCHEDULE “B” ABOVE REFERRED TO:

ALL THAT one self contained Flat being No. consisting ofbed rooms, dining cum Kitchen, toilets, W.C. admeasuring more or lesssquare feet carpet area in the floor(..... facing) together with balcony and proportionate share of land underneath the proposed G+4 Storied building of the “A” Scheduled property.

SCHEDULE “C” ABOVE REFERRED TO

(COMMON RIGHTS AND FACILITIES)

Stair case, common passage, water line and water, electricity main line and its wiring, land boundary wall, fixture and fittings, Roof, vacant spaces, stair, main gate and entrance and proportionate land, pump and motor, septic tank, water reservoir and water tank, drainage and sewerage system, all beams,

columns and supports, plumbing system, general lighting of the common areas. Lift Lift room and Lift wall.

SCHEDULE "D" ABOVE REFERRED TO:

(COMMON EXPENSES)

- a) Cost and expenses for maintenance, repairing, decorating etc. of the said building, Lift and its accessories and the said common areas and facilities to be enjoyed and used by the Purchaser in common with the owners of the other flats/apartments.
- b) Cost of cleaning and lighting the passages, landings, stair-cases, entrance, corridors and other parts of said building to be enjoyed and used by the Purchasers in common as aforesaid.
- c) Electricity charges for pump motor, Lift and common lights etc.
- d) Cost of working and maintenance of common services such as line of filtered and unfiltered water, sewerage of drains, rain water and water pipes etc.
- e) Cost of consumption of water as may be charged by the Kolkata Municipal Corporation.
- f) Cost of maintenance and repairing of Lift, Lift room, Lift Wall
- g) Cost of Darwan, sweeper
- f) Cost of decoration of exterior wall of the said building from time to time.

SCHEDULE “E”

(Specification of Construction and Materials)

<u>Foundation</u>	: Sand filling with isolated footing.
<u>Structure</u>	: R.C.C. Frame
<u>Flooring of the room</u>	: Floor of the flat entirely finished with Marble
<u>Toilet/W.C</u>	: Two toilets - Both W.C type with water closet cisterns, one shower. The walls of the toilet would be tiles setting up to 5'-0" height and the floor will be tiles finished: 1 light point and one exhaust fan point, one gizzer point.
<u>Kitchen</u>	: i) Cooking platform/top slap with Granite stone and the wall up to 6'-0" length with tiles setting and steel sink. ii) Up to 2' above from the Kitchen top with Tiles.
<u>Door</u>	: All flush doors except toilets, Toilets P.V.C Doors. Main Door will be made by wood.
<u>Door frames</u>	: All Sal Wood frames except toilets, Toilets P.V.C Doors
<u>Window</u>	: Alluminium glazed window
<u>Window grill</u>	: 5 mm Grill
<u>Lift</u>	: with 4 (four) passengers capacity.
<u>Electrical :</u>	Concealed wiring and fitting and fixtures
<u>Dining</u>	: 2 Fan points, 2 Light points, 1 No 5 Amp. Plug

point

Each Bed Room

- : 1 Fan point, 1 No. 5 Amp. Plug point, 1 Tube Light point and 1 night lamp point and one A.C point in one bedroom out of the three bed room

Kitchen

- : 1 exhaust point and 1 light point

Balcony

- : 1 light point

Sanitary and Plumbing

- : Each flat would be provided with only one white basin of matching size.

Inside the concealed pipe line with heavy

Density P.V.C. Pipe.

Outside light Density P.V.C. Pipe.

Basin/Pan

- : White good quality Brand.

Painting

- : Bed Rooms, Drawing/Dining Rooms, Kitchen and Toilet - Plaster of Paris. Entire inside stair space Paris. Outside Painting Weather coat.

Electricity connection

- : From the C.E.S.C.(Main Meter).

Water supply

- : From The K.M.C.

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

SIGNED SEALED AND DELIVERED in

presence of

WITNESSES:

1.

(a) **SMT. MITHU CHAUDHURY**, (b) **SRI PRADIP SAHA**, (c) **SMT. KAJAL GHOSHAL** for **M/S. DREAM HEIGHT CONSTRUCTION** and also as **constituted attorney** of (1) Smt. Sila Biswas, (2) Smt. Sipra Ghosh, (3) Sri Sajal Roy Chowdhury, (4) Sri Shyamal Roy Chowdhury (5) Smt. Milan Roy Chowdhury, (6) Smt. Sayantini Nath, (7) Ms. Saborni Roy Chowdhury (8) Sri Santimoy Roy Chowdhury, (9) Sri Sudhamoy Roy Chowdhury (10) Sri Saktimoy Roy Chowdhury, (11) Sri Mrinmoy Roy Chowdhury, (12) Smt. Malaya Chatterjee, (13) Smt. Dalia Naskar, (14) Sri Samir Nath, (15) Sri Souvik Nath, (16) Smt. Sushmita Ghosh (Nath), (17) Ms. Soumita Nath Bhattacharyya, (18) Smt. Chitra Roy Chowdhury, (19) Kamaleshroy Chowdhury, (20) Sri Sankar Roy Chowdhury, (21) Sri Goutam Roy Chowdhury, (22) Sriamitava Roy Chowdhury, (23) Smt. Dipa Bala, (24) Sri Anukul Chandra Bala

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**NAME & ADDRESS
OF THE PURCHASER:**

SIGNATURE OF THE PURCHASER

**NAME & ADDRESS
OF THE DEVELOPER**

SIGNATURE OF THE DEVELOPER

MEMO OF CONSIDERATION

Received by the Developer the sum of Rs...../- (Rupees) only from within named Purchasers as part consideration of total consideration of Rs...../- (Rupees) only against the within mentioned sale in the following manner:

M E M O

Date	Cheque no/ RTGS No	Drawn on	Amount (Rs.)
.../.../20 		 Bank, Branch Bank, Branch	Rs...../- Rs...../--
		TOTAL :	Rs...../-

(Rupees) only.

WITNESSES:

SIGNATURE OF THE DEVELOPER