

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the
..... day of, 2025 (Two Thousand and
Twenty Five) Christian Era.

BETWEEN

NIBAS NIRMAN
Dipak
Partners

NIBAS NIRMAN
Sanjita
Partners

NIBAS NIRMAN
Dipawita Saha
Partners

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1) **SMT. KABITA BOSE, having EPIC No. XVM2085173, PAN-AZNPB0928N, AADHAAR No. 6198 8525 1996,** Wife of Late Mrinal Kanti Bose, residing at 197 Vidyasagar Road, P.O. & P.S.- New Barrackpore, District- North 24 Parganas, Kolkata- 700131, 2) **SHRI KOUSHIK BOSE, having EPIC No. UCC3152709, PAN- AIQPB5962Q, AADHAAR No. 5408 8468 1273,** Son of Late Mrinal Kanti Bose, residing at Flat No. 401, Sri Siddhi Nivas, Block- I, Bhavana Enclave, Risala Bazar, Alwal, P.O. & P.S.- Bolarum, Hyderabad, PIN-500010, District- Ranga Reddy, 3) **SHRI ANGSHUMAN BOSE, having EPIC No. XVM2085272, PAN- AGGPB6333D, AADHAAR No. 8823 4120 5685,** both Son of Late Mrinal Kanti Bose, residing at 197 Vidyasagar Road, P.O. & P.S.- New Barrackpore, District- North 24 Parganas, Kolkata- 700131, 4) **SMT. SUKLA BOSE, having EPIC No. XVM2238251, PAN- AXCPB8898A, AADHAAR No. 6912 6953 0548,** Wife of Late Sukumar Bose, residing at 197 Vidyasagar Road, P.O. & P.S.- New Barrackpore, District- North 24 Parganas, Kolkata- 700131, 5) **SMT. SUSHMITA BOSE, having EPIC No. CDK2537017, PAN- AXCPB8899B, AADHAAR No. 6784 5630 9189,** Daughter of Late Sukumar Bose, residing at Ananya Apartment, 269/4, S.N. Banerjee Road, Ward No. 01, P.O. & P.S.- New Barrackpore, District- North 24 Parganas, Kolkata- 700131 6) **SHRI AMAL KUMAR BOSE, having EPIC No. WB/20/134/531338, PAN- AQYPB9357M, AADHAAR No. 2656 7347 4564,** Son of Late Manindra Nath Bose, residing at 197/1 Vidyasagar Road, P.O. & P.S.- New Barrackpore, District- North 24 Parganas, Kolkata- 700131, in the State of West Bengal, herein after collectively called and referred to as the "**LAND OWNERS**" (which terms and expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, successors, executors, administrators, legal representative and assigns) of the **FIRST PART**.

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The Vendors herein being represented by their lawful constituted Attorney namely **(1) SRI DIPAK KUMAR DHAR, son of Late Upendra Chandra Dhar, (Voter ID Card No. WB/22/155/225258, PAN-ADRPD7638P and AADHAAR CARD No. 3908 7361 3805)**, residing at P-234, C.I.T. Road, Scheme IVM, P.O. & P.S. Belegkata, District South 24 Parganas, Kolkata - 700010, West Bengal, by faith Hindu, by occupation Business, by Nationality Indian, and **(2) SMT. SANCHITA CHOWDHURY, wife of Sri Satyajit Chowdhury, (Voter ID Card No. WB/22/159/597290, PAN- AIQPC1119E and AADHAAR CARD No. 5569 2163 1274)**, residing at 8B, Abinash Chandra Banerjee Road, P.O. & P.S. Belegkata, District South 24 Parganas, Kolkata 700010, West Bengal, **(3) SMT. DIPANWITA SAHA, wife of Sri Amalendu Saha, (Voter ID Card No. DLR2546786, PAN- BCLPD0517K and AADHAAR CARD No. 7461 1894 9209)**, residing at Swastika Court, Flat No. 3A, Second Floor, 120, Nazrul Islam Sarani, P.O. & P.S.- New Barrackpore, Kolkata- 700131, District- North 24 Parganas, West Bengal, all by Faith - Hindu, by Occupation Business, by Nationality- Indian, being the Partners of "**NIBAS NIRMAN**" (PAN- AAVFN5995Q) a partnership firm constituted under Partnership Act, 1932 and having its Registered office at P-234, C.I.T. Road, Scheme - IVM, P.O. & P.S. - Belegkata, District - South 24 Parganas, Kolkata -700010, West Bengal, by virtue of a registered Power of Attorney executed on 06/10/2023 and duly registered on 09/10/2023 in the Office of D.S.R.- II, North 24 Parganas, Barasat and the same was recorded in Book No. I, Volume No. 1502-2023, Pages from 218959 to 218990 being No. 150207933 for the year 2023.

AND

"NIBAS NIRMAN" (PAN- AAVFN5995Q) a partnership firm constituted under Partnership Act, 1932 and having its Registered office at P-234, C.I.T. Road, Scheme IVM, P.O. & P.S. Belegkata, District South 24 Parganas, Kolkata -700010, West Bengal, Represented by their partners

namely (1) **SRI DIPAK KUMAR DHAR**, son of Late Upendra Chandra Dhar, (**Voter ID Card No. WB/22/155/225258, PAN- ADRPD7638P and AADHAAR CARD No. 3908 7361 3805**), residing at P-234, C.I.T. Road, Scheme IVM, P.O. & P.S. Belegkata, District - South 24 Parganas, Kolkata 700010, West Bengal, by faith Hindu, by occupation Business, by Nationality Indian, and (2) **SMT. SANCHITA CHOWDHURY, wife of Sri Satyajit Chowdhury**, (**Voter ID Card No. WB/22/159/597290, PAN-AIQPC1119E and AADHAAR CARD No. 5569 2163 1274**), residing at 8B, Abinash Chandra Banerjee Road, P.O. & P.S. - Belegkata, District - South 24 Parganas, Kolkata - 700010, West Bengal, (3) **SMT. DIPANWITA SAHA, wife of Sri Amalendu Saha**, (**Voter ID Card No. DLR2546786, PAN- BCLPD0517K and AADHAAR CARD No. 7461 1894 9209**), residing at Swastika Court, Flat No. 3A, Second Floor, 120, Nazrul Islam Sarani, P.O. & P.S.- New Barrackpore, Kolkata- 700131, District- North 24 Parganas, West Bengal, all by Faith - Hindu, by Occupation - Business, by Nationality- Indian, hereinafter called and referred to as the "**DEVELOPER**" (which terms and expression shall mean and include unless otherwise excluded or repugnant to the subject or context be deemed to mean and include its successor-in-office, representatives, successors, executors, administrators and assigns) of the **SECOND PART**.

AND

1), (**Voter ID Card No., PAN- and AADHAAR CARD No.**), Son/daughter/wife of, residing at, P.O.-, P.S.-, Dist.-, Pin -, in the State of, both are by Faith - Hindu, by Occupation -, by Nationality- Indian, hereinafter called and referred to as the "**PURCHASERS**" (which terms and expression shall mean and include unless otherwise excluded or repugnant to the subject or context be

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deemed to mean and include their heirs, representatives, successors, executors, administrators and assigns) of the **THIRD PART**.

WHEREAS one Shri Gobinda Mohan Bhattacharya, Son of Late Kunja Behari Bhattacharya, was the absolute owner of **ALL THAT** piece and parcel of land, measuring an area of 05 Cottahs or 8.25 decimals be the same a little more or less, lying and situated at Mouza- Ahrampur, J.L. No. 35, Re: Su: No. 98, in Touzi No. 179, Pargana- Kalikata, Comprised in Dag No. 232, appertaining to Khatian No. 137, under P.S.- Khardah, within the local limits of New Barrackpore Municipality, District- North 24 Parganas, in the State of West Bengal, TOGETHERWITH the benefits of ancient of other rights, liberties, easements, appendages and appurtenances thereto and had been seized and possessed over the same by exercising right, title and interest without interruption from any corner, which is free from all sorts of encumbrances, liens, charges and mortgages whatsoever.

AND WHEREAS while seized and possessed of and/or otherwise well and sufficiently entitled to the same, said Shri Gobinda Mohan Bhattacharya sold, transferred, conveyed, assigned, assured and granted **ALL THAT** piece and parcel of land, measuring an area of 05 Cottahs or 8.25 decimals be the same a little more or less, lying and situated at Mouza- Ahrampur, J.L. No. 35, Re: Su: No. 98, in Touzi No. 179, Pargana- Kalikata, Comprised in Dag No. 232, appertaining to Khatian No. 137, under P.S.- Khardah, within the local limits of New Barrackpore Municipality, District- North 24 Parganas, in the State of West Bengal, TOGETHERWITH the benefits of ancient of other rights, liberties, easements, appendages and appurtenances thereto unto and in favour of Shri Mrinal Kanti Bose, Son of Late Manindra Nath Basu (since deceased), the predecessor in title or interest of the present Landowner No. 1 to 3, by dint of a Registered Deed of Conveyance, being No. 2428, dated 12/06/1979, which was duly registered in the Office of S.R.-

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Barrackpore and the same was recorded in Book No. I, Volume No. 51, pages from 167 to 173 for the year 1979 against the valuable consideration mentioned therein and since purchased said Mrinal Kanti Bose duly got mutated his name in the records of B.L. & L.R.O., vide L.R. Khatian No. 844, in L.R. Dag No. 1497 and also recorded his name in the assessment Books of New Barrackpore Municipality, being Holding No. 197, in Ward No. 02, by paying all reagent rents, taxes and other outgoings accordingly and had been seized and possessed over the same by exercising right, title and interest without interruption from any corner, which is free from all sorts of encumbrances, liens, charges and mortgages whatsoever.

AND WHEREAS subsequently said Shri Mrinal Kanti Bose transferred ALL THAT piece and parcel of land, measuring an area of 02 Cottahs be the same a little more or less, lying and situated at Mouza- Ahrampur, J.L. No. 35, Re: Su: No. 98, in Touzi No. 179, Pargana- Kalikata, Comprised in Dag No. 232, R.S. Dag No. 231/2097 & 286/2078, L.R. Dag No. 1497, appertaining to Khatian No. 137, L.R. Khatian No. 844, under P.S.-Khardah at present Ghola, within the local limits of New Barrackpore Municipality, in Ward No. 02, being Holding No. 197, District- North 24 Parganas, in the State of West Bengal, TOGETHERWITH the benefits of ancient of other rights, liberties, easements, appendages and appurtenances thereto unto and in favour of 1) Shri Sukumar Bose & 2) Shri Amal Kumar Bose, both sons of Late Manindra Nath Bose, by dint of a Registered Deed of Gift, being No. 03467, dated 11th day of July, 2008, which was duly registered in the Office of D.S.R.-I, North 24 Parganas and the same was recorded in Book No. I, CD Volume No. 3, Pages from 3693 to 3707, for the year 2008 and delivered actual peaceful possession in their favour.

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AND WHEREAS subsequently said Shri Sukumar Bose died intestate on 29/10/2009 leaving behind his wife named SMT. SUKLA BOSE and only daughter namely SUSHMITA BOSE, the present Landowner No. 4 & 5 respectively herein as his only legal heirs and successors-in-interest as per law of Hindu Succession Act, 1956, and the said undivided 50% share of property left by said deceased Shri Sukumar Bose inherited upon his aforesaid legal heirs in equal share each.

AND WHEREAS in the aforesaid manner the present Landowner No. 4 to 6 are the absolute joint owners of ALL THAT piece and parcel of land, measuring an area of 02 Cottahs be the same a little more or less, lying and situated at Mouza- Ahrampur, J.L. No. 35, Re: Su: No. 98, in Touzi No. 179, Pargana- Kalikata, Comprised in Dag No. 232, R.S. Dag No. 231/2097 & 286/2078, L.R. Dag No. 1497, appertaining to Khatian No. 137, L.R. Khatian No. 844, under P.S.- Khardah at present Gholia, within the local limits of New Barrackpore Municipality, in Ward No. 02, being Holding No. 197, Vidyasagar Road, District- North 24 Parganas, in the State of West Bengal, TOGETHERWITH the benefits of ancient of other rights, liberties, easements, appendages and appurtenances thereto and since obtained the present Landowner No. 4 to 6 duly got mutated their names in the records of B.L. & L.R.O., vide L.R. Khatian No. 2336, 2337 & 2338, in L.R. Dag No. 1497 and also recorded their name in the assessment Books of New Barrackpore Municipality, being Holding No. 197/1 & 197/1/1, Vidyasagar Road, in Ward No. 02, in respect of aforesaid 02 Cottahs of land by paying all reagent rents, taxes and other outgoings accordingly and have been owing, possessing and enjoying over the same by metes and bounds and exercising their right, title and interest without interruption from any corner, which is free from all sorts of encumbrances, liens, charges and mortgages whatsoever.

AND WHEREAS for their better use and enjoyment the present Landowner No. 4 to 6 executed a registered Deed of Partition, dated

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14th day of August, 2013, which was duly registered in the Office of D.S.R.-I, North 24 Parganas and the same was recorded in Book No. I, CD Volume No. 24, pages from 758 to 775, being No. 04745, for the year 2013 and by the strength of Deed of Partition the present Landowner No. 6 as the First Part therein obtained 14 Chittacks 13 Square Feet more or less of land with structure, being Scheme Plot No. A and the present Landowner No. 4 & 5, as the Second Part therein obtained 15 Chittacks 43 Square Feet more or less of land with structure, being Scheme Plot No. A/1 out of the aforesaid property in the Map annexed to the Bantannama executed pursuant to said Deed and was in so exclusively seized and possessed by enjoying the right, title and interest without any interruption from any corner in respect of the said property.

AND WHEREAS subsequently said Shri Mrinal Kanti Bose died intestate on 27/05/2019 leaving behind his wife named SMT. KABITA BOSE and two sons named SHRI KOUSHIK BOSE & SHRI ANGSUMAN BOSE the present Landowner No. 1 to 3 respectively herein as his only legal heirs and successors-in-interest as per law of Hindu Succession Act, 1956, and the said 03 Cottahs more or less of landed property left by said deceased Shri Mrinal Kanti Bose inherited upon his aforesaid legal heirs in equal share each.

AND WHEREAS in the aforesaid manner the present Landowners are the absolute joint owners of ALL THAT piece and parcel of land, measuring an area of 05 Cottahs or 8.25 decimals be the same a little more or less along with structure, lying and situated at Mouza- Ahrampur, J.L. No. 35, Re: Su: No. 98, in Touzi No. 179, Pargana- Kalikata, Comprised in Dag No. 232, R.S. Dag No. 231/2097 & 286/2078, L.R. Dag No. 1497, appertaining to Khatian No. 137, L.R. Khatian No. 844, 2336, 2337 & 2338, under P.S.- Khardah at present Ghola, within the local limits of New Barrackpore Municipality, in Ward No. 02, being Holding No. 197, 197/1 & 197/1/1, Amalgamating Holding No. 197, Vidyasagar Road,

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District- North 24 Parganas, in the State of West Bengal, TOGETHERWITH the benefits of ancient of other rights, liberties, easements, appendages and appurtenances thereto and have been owing, possessing and enjoying over the same by exercising right, title and interest without interruption from any corner, which is free from all sorts of encumbrances, liens, charges and mortgages whatsoever.

AND WHEREAS now the present Vendors/Landowners intend to develop the aforesaid land, morefully and specifically described in the First Schedule of the Property written hereunder by raising construction of one (G+3) storied building in accordance with the Sanctioned Building Plan but due to lack of experience they could not proceed further and finding no other alternative but to decide to appoint DEVELOPER who will be able to undertake the aforesaid job. The present Vendors/Landowners have expressed their desire to construct one (G+3) storied building upon the First Schedule Land which is free from all sorts of encumbrances, liens, charges, lispendents, attachments by the Developer herein at the Developer's costs and expenses and under some mutual terms and conditions subject to the sanction of the building plan by the concerned appropriate authority. The mutual terms and conditions are as mentioned below. The Developer accepted the proposal of the Land Owners for construction of the said one (G+3) storied building at its own costs and expenses in accordance with the sanctioned building plan.

AND WHEREAS the Vendors herein were desirous to develop their property for which they had entered in to a Development Agreement with the Second Part Developer herein dated which was duly registered in the Office of D.S.R.- II, North 24 Parganas, Barasat and the same was recorded in Book No. I, Volume No. 1502-2023,Pages from 217414 to 217463, being No. 150207870 for the year 2023, under certain terms and condition mentioned therein and simultaneously the Vendors

herein has given a registered Development Power of attorney in favour of the Developer Second Part herein on dated which was duly registered in the Office of D.S.R.- II, North 24 Parganas, Barasat and the same was recorded in Book No. I, Volume No. 1502-2023, Pages from 218959 to 218990, being No. 150207933 for the year 2023.

AND WHEREAS by virtue of the Development Agreement and Development Power of Attorney the Developer herein prepared a Building Plan by an expert Engineer/Architect and submitted the same before the New Barrackpore Municipality for approval and subsequently on said plan, vide No. the was duly approved/sanctioned by the New Barrackpore Municipality and the Developer herein constructed of the (G+3) storied residential building over the said property morefully described in the First Schedule hereunder written at its own costs, expenses and charges as per plan sanctioned by the Barasat Municipality.

AND ALSO WHEREAS in course of such construction the present Purchasers having been interested to purchase ALL THAT piece and parcel of one self-contained Residential Flat, **being No., in the Floor**, having Covered area Sq.ft. more or less and **Super Built-up area of Square Feet** and Residential Car Parking, **being No., in the Ground Floor**, having Covered area Sq.ft. more or less and **Super Built-up area of Square Feet** being be the same a little more or less of the multi storied Building, more fully described in the SECOND SCHEDULE hereunder written and have inspected the same and also through all the title document of the land in questions upon which the (G+3) storied building is being constructed and have drawn their satisfactions as to the title of the property as well as the building materials, specifications etc. and as such approached the vendors as well as the Developer and after long bargain the sale price or

consideration of the said Unit at or for **Rs.-.....,...../- (Rupees**) **Only @ rate of Rs.-/- per Sq.ft.**

AND WHEREAS the Vendors and the Developer hereby being approached and requested by the Purchaser herein of the other part, have agreed to complete and confirm a transfer by executing these presents in favour of the Purchaser herein in respect of the **ALL THAT** piece and parcel of one self-contained Residential Flat, **being No., in the Floor**, having Covered area Sq.ft. more or less and **Super Built-up area of Square Feet** and Residential Car Parking, **being No., in the Ground Floor**, having Covered area Sq.ft. more or less and **Super Built-up area of Square Feet** of the multi storied Building, together with the proportionate undivided interest or share on the land along with all proportionate rights on all common areas and facilities of the building, particularly mentioned in the Second Schedule hereinafter written at or for the total consideration of **Rs.-.....,...../- (Rupees**) **Only**, free from all sorts of encumbrances and for greater clearance of the respective Unit.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. The Purchasers has examined the title of the vendor and he/she/they satisfied himself/herself/themselves about the same.
2. The Purchaser agreed to acquire **ALL THAT** piece and parcel of one self-contained Residential Flat, **being No., in the Floor**, having **Super Built-up area of Square Feet** and Residential Car Parking, **being No., in the Ground Floor**, having Covered area Sq.ft. more or less and **Super Built-up area of Square Feet** be the same a little more or less of the Building as mentioned in plan sanctioned by the authority along with

undivided proportionate share of land attributable to the said Flat together with un-divided proportionate share of land compromised in the said premises at or for the consideration of **Rs.-.....,.....,...../- (Rupees)** Only to be paid to the vendors in the following manner.

- a. Purchaser paid a sum of 10% i.e **Rs...../- (Rupees.....) Only** out of total consideration including GST at the time of Booking of the said Flat .
- b. Purchaser paid a Sum of 10 % i.e. **Rs.-.....,.....,...../- (Rupees) Only** out of total consideration including GST at the time of execution of this Agreement for sale.
- c. Purchaser paid a Sum of 10 % i.e. **Rs.-.....,.....,...../- (Rupees) Only** out of total consideration including GST at the time of Roof casting of Ground floor.
- d. Purchaser paid a Sum of 10 % i.e. **Rs.-.....,.....,...../- (Rupees) Only** out of total consideration including GST at the time of Roof casting of 1st floor.
- e. Purchaser paid a Sum of 10 % i.e. **Rs.-.....,.....,...../- (Rupees) Only** out of total consideration including GST at the time of Roof casting of 2nd floor.
- f. Purchaser paid a Sum of 10 % i.e. **Rs.-.....,.....,...../- (Rupees) Only** out of total consideration including GST at the time of Roof casting of 3rd floor.
- g. Purchaser paid a Sum of 10 % i.e. **Rs.-.....,.....,...../- (Rupees) Only** out of total consideration including GST at the time of Brick Work.
- h. Purchaser paid a Sum of 10 % i.e. **Rs.-.....,.....,...../- (Rupees) Only** out of total consideration including GST at the time of Flooring.

- i. Purchaser paid a Sum of 10 % i.e. **Rs.-.....,.....,...../- (Rupees)** Only out of total consideration including GST at the time of Plumbing fittings & Electrical work.
 - j. Purchaser paid a remaining amount i.e. **Rs.-.....,.....,...../- (Rupees)** Only out of total consideration including GST at the time of possession or registration whichever is earlier.
3. The Vendor and developer shall transfer the said flat on the Third Floor to the Purchaser through a proper Deed of conveyance.
 4. It is specifically agreed that possession of the said flat will be delivered by the Vendor/developer to the Purchaser at the time of execution of the necessary sale deed.
 5. Besides the amounts stated herein above, after taking possession of the said flat, the Purchaser will be liable to pay of all charges and taxes if any to be levied by various authorities including maintenance charges and all other expenses necessary and the said building for maintenance of common areas and facilities.
 6. The Purchaser shall have the liberty to sell, transfer, assign, mortgage, lease or let out the said flat and interest hereunder subject to the overall conditions that the intending Purchaser, transferee, assignees, mortgagee, lessee or tenant.
 7. In case the Purchaser fails to make payment of balance consideration within the stipulated time, the vendors/developers will refund the advance money to the purchaser after deducting 20% of advance money after Selling the said property to the Third party and if the Vendors/developer is neglected to execute the necessary sale deed on receipt of balance consideration the Purchaser is entitled to sue a filing a suit against the Vendors/Developers for specific performance of contract in the

proper Court depositing the balance consideration in the name of the owner/Vendors in respect of the flat morefully described in the Second schedule of the indenture.

8. If the Vendors/Attorney/Developer fail and/or neglect to deliver peaceful vacant possession of the SAID FLAT by the mentioned date of 31/10/2026 as stated above, this Deed of Agreement shall stand cancelled and advance money will be refunded to the Purchaser by the Vendors/Attorney/Developer within 90 days after the cancellation date, i.e. 31/10/2026.
9. That the Purchaser shall not use the Flat or common areas in the building in such a manner which shall cause nuisance or annoyance to the other flat owners of the building.
10. That the Purchaser shall not be entitled to carry on any illegal or immoral trade or business in his/her/their said flat or in any part of the building.
11. Moreover installation cost of Rs.-/- (.....) for new transformer & bus-bar is to be borne by the Purchaser and the same has to be paid to the developer at the time of possession of the flat.
12. Final Price will be decided after measurement of flat.
13. GST as applicable will be paid by the purchaser.

Force Majure :-

Notwithstanding anything contained in this Agreement, neither Party shall be held liable or responsible for any delay or failure to perform any of its obligations under this Agreement if such delay or failure is caused by any event beyond the reasonable control of the affected Party, including but not limited to:

- Acts of God (such as floods, earthquakes, storms, cyclones, or other natural calamities),
- War, invasion, hostilities (whether war is declared or not), terrorism or civil unrest,
- Epidemics or pandemics,
- Acts of governmental authorities, including laws, regulations, or orders,
- Fire, explosion, or accidents,
- Labour strikes or lockouts, or
- Disruption of transportation, communication, or utility services.

The Party claiming the benefit of this clause shall promptly notify the other Party in writing of the occurrence of such Force Majeure event and shall make all reasonable efforts to mitigate the effects of such event and resume performance of its obligations as soon as reasonably possible.

THE FIRST SCHEDULE ABOVE REFERRED TO:

[Description of the Entire Property]

ALL THAT piece and parcel of land, measuring an area of 05 Cottahs or 8.25 decimals be the same a little more or less along with structure, lying and situated at Mouza- Ahrampur, J.L. No. 35, Re: Su: No. 98, in Touzi No. 179, Pargana- Kalikata, Comprised in Dag No. 232, R.S. Dag No. 231/2097 & 286/2078, L.R. Dag No. 1497, appertaining to Khatian No. 137, L.R. Khatian No. 844 (in the name of Mrinal Kanti Bose, area of land 4.95 Decimals), 2336 (in the name of Sushmita Bose, area of land 0.825 Decimals), 2337 (in the name of Sukla Bose, area of land 0.825 Decimals) & 2338 (in the name of Amal Kumar Bose, area of land 1.65 Decimals), under P.S.- Khardah at present Ghola, within the local limits of New Barrackpore Municipality, in Ward No. 02, being Holding No. 197, 197/1 & 197/1/1 Vidyasagar Road, District- North 24 Parganas, in

the State of West Bengal, TOGETHERWITH the benefits of ancient of other rights, liberties, easements, appendages and appurtenances thereto. The Original Landlord Govt. of West Bengal represented by the Collector of the District- North 24 Parganas and It's proportionate annual rent is payable to the Collector of the District- North 24 Parganas, which is butted and bounded by :-

BUTTED AND BOUNDED

| | |
|--------------|---|
| ON THE NORTH | : 12 Feet Wide Road. |
| ON THE SOUTH | : House of Sri Pradyut Bhattacharya and others |
| ON THE EAST | : House of Sri Biswanath Mukherjee and others |
| ON THE WEST | : House of Sri Dipankar Bhattacharjee and others. |

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of Flat hereby conveyed)

ALL THAT piece and parcel of one self-contained Residential Flat, **being No.-....., in the Floor, with Tiles Flooring,** having **Super Built-up area Square Feet** more or less, consisting of Bedrooms, One Dining cum Drawing Room, One Kitchen, Toilet & Balcony of the G+3 storied building, known as "Shree Siddhi Nibas" together with undivided, un-demarcated proportionate share, interest and ownership in land upon which the said lift facilitated building has been constructing including electrical wirings, water lines and all fixtures and fittings, doors and windows fitted in the said flat together with right of easements of all other common areas, spaces, lift, stairs, roof, parts, amenities and facilities connected and/or related to the said building and to the said property as described in the Third Schedule below provided to pay and/or bear proportionate maintenance cost as described in the Fourth Schedule below according to their shares which is butted and bounded by:-

BUTTED AND BOUNDED

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

(Description of Car Parking hereby conveyed)

ALL THAT piece and parcel of Residential Car Parking, **being No.**, **in the Ground Floor**, having Covered area Sq.ft. more or less and **Super Built-up area of Square Feet** more or less of the G+3 storied building, known as "Shree Siddhi Nibas" together with undivided, un-demarcated proportionate share, interest and ownership in land upon which the said lift facilitated building has been constructing including electrical wirings, water lines and all fixtures and fittings, doors and windows fitted in the said flat together with right of easements of all other common areas, spaces, lift, stairs, roof, parts, amenities and facilities connected and/or related to the said building and to the said property as described in the Third Schedule below provided to pay and/or bear proportionate maintenance cost as described in the Fourth Schedule below according to their shares which is butted and bounded by:-

BUTTED AND BOUNDED

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

THE THIRD SCHEDULE ABOVE REFERRED TO
(Common Areas and Installations common to the Purchaser)

1. The exclusive Entrance and exit gates of the Complex.

2. Paths passages and open spaces in the Complex other than those reserved by the Developer for their own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Developer for use of any Co-Owners.
3. Entrance lobby in the ground floor.
4. Staircases of the Building along with their full and half landings with both stair cover on the ultimate roof.
5. Concealed Electrical wiring and fittings and fixtures for lighting the staircases/ lobby and landings and meter room in the ground floor of the Complex.
6. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different units of the Block.
7. Water and sewerage pipes from the Units to drains and sewers common to the Complex and from the Block to the municipal drain..
8. Boundary walls of the Complex.
9. Ultimate roof.
10. Lift.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Facility and Amenities of the Flat to the Purchaser)

The Flat comprises Bedrooms, Dining cum Drawing Area, One Kitchen, Toilet & Balcony with Tiles floor putty walls with all the following amenities:-

a) Construction:

The construction of the self-contained Flat a like other Flats within the project will be of reinforcement concrete cement of standard specification.

b) Door:

All doors having wooden frame/ flash door made of water proof Ply wood.

c) Window:

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The entire window shall consist of Aluminium frames to be fitted with glass sheets.

d) Floor:

The floor area comprised in the Flat shall be fitted with tiles.

e) Skirting:

All floor area excluding garage shall comprise tiles skirting up to 4" inches height from the floor level.

f) Bathroom:

There will be one bathroom which will be fitted with commode, from the skirting level up to the door height fitted with glazed tiles. The door of the bathroom shall be P. V.C. make.

g) Kitchen:

The kitchen shall also consist of a kitchen counter and top of which shall be fitted with steel sink. There will be glazed tiles up to 4 feet height from the counter top of the kitchen. The floor area of the kitchen shall be fitted with tiles.

h) Electrical Points:

There will be total 25 (Twenty Five) conceal electrical (Mandatory) points to be provided in the Flat.

i) Plumbing:

All the rain water, sewers and main water pipe line shall be made of (Supreme) or equivalent P.V.C. pipe. The conceal pipe inside the bathroom shall be made of P.V.C. pipe supreme or equivalent.

IN WITNESS WHEREOF the parties have subscribed their respective hands and seals on the day, month and year first above written, in the presence of following witnesses

WITNESSES:

1.

As the Constituted Attorney on behalf of the present Vendors/Land Owners 1) SMT. KABITA BOSE, 2) SHRI KOUSHIK BOSE, 3) SHRI ANGSHUMAN BOSE, 4) SMT. SUKLA BOSE, 5) SMT. SUSHMITA BOSE, 6) SHRI AMAL KUMAR BOSE,

2.

SIGNATURE OF THE VENDORS

Drafted by-

SIGNATURE OF THE DEVELOPER

(Ratna Basu)

Advocate
District Judges' Court,
North 24 Parganas at
Barasat
Enrolment No. **WB-
712/1998**

SIGNATURE OF THE PURCHASERS

MEMORANDUM OF CONSIDERATION

RECEIVED with thanks a sum of **Rs.-...../- (Rupees**)
Only as advance out of Only, being the earnest money hereof from the
within-named Purchaser on the date, month and year first above written
in the manner as per the memorandum hereunder:

| Date | Bank Name | Cheque/RTGS | Amount (Rs.) |
|-------|-----------|-------------|--------------|
| | | | |
| | | | |
| Total | | | |

WITNESSES:

- 1.
- 2.

SIGNATURE OF THE DEVELOPER

NIBAS NIRMAN
Dipak Kumar Saha
Partners

NIBAS NIRMAN
Sanjita Choudhary
Partners

NIBAS NIRMAN
Dipanjita Saha
Partners