

भारतीय गैर न्यायिक

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INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

63AB 160022

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the \_\_\_\_\_ day of  
December, 2021 (Two Thousand Twenty One) in the Christian Era :

BETWEEN

SOHAM ENTERPRISE

Sanjay Ghosh  
Proprietor

DISHA CO.

Nutanjan Prasad S. Das

26 OCT 2021

326/3

DATE.....  
SOLD TO.....  
ADDRESS.....  
RS.....



CODE NO. (1067)  
LICENCED NO.  
20 & 20A / 1973

ANJUSHREE BANERJEE  
L. S. VENDOR (O.S.)  
HIGH COURT, KOLKATA-700 004

26 OCT 2021



1) **MR. SAMIR GHOSH** [PAN: BFSPG5157E] [AADHAAR NO. 505534973074] son of PhanindraNath Ghosh, by faith: Hindu, by occupation: Business, by Nationality - Indian, (2)**MR. INDRA NATH GHOSH** [PAN BLYPG6967L] [AADHAAR NO. 870594783260] son of Sri Samir Ghosh, by faith - Hindu, by occupation -Business, by nationality - Indian, both are residing at T.G3/4,Teghoria LichuBagan, P.O.Hatiara , P.S.Baguiati, Kolkata:700059, (3)**SMT. CHANDRA GHOSH**, [PAN BWXPG8068A] [AADHAAR NO. 832954301014] wife of Sri Binode Ghosh, by faith - Hindu, by occupation -Housewife, by nationality - Indian, residing at 63, B.M Banerjee Road, P.O.Belghoria, P.S.Belghoria, Kolkata: 700056, (4) **SRI RATNESWAR DEY** [PAN ANHPD2652][AADHAAR NO.892138732138], son of Late RabindraNathDey, by faith - Hindu, by occupation - Service, by nationality - Indian, residing at TG-3/16, Teghoria, LichuBagan,P.O. Hatiara, P.S. Baguiati, Kolkata: 700157, (5) **SMT. SABITA BASU RAY CHAUDHURI**(PAN CRZPB5480M) [AADHAAR NO.593321137983], wife of DipankarBasu Ray Chaudhuri, daughter of Late RabindraNathDey, by faith - Hindu, by occupation - Housewife, by nationality - Indian, residing at 8/D Asgar Mistry Lane, P.O- Gobindakhatik Road, P.S-Topsia, Kolkata-700046, (6) **SMT. SIPRA CHATTERJEE**, [PAN CFHPC7291D] [AADHAAR NO. 938227191136] wife of Late Sanjit Chatterjee, by faith - Hindu, by occupation - Housewife, by nationality - Indian. (7) **MR.SHANKHADEEP CHATTERJEE**, [AJUPC6599D] [AADHAAR NO. 271071813036] (8). **MR.SWARNADEEP CHATTERJEE**, [PAN CFHPC7405M] [AADHAAR NO.711378140835], both sons of Late Sanjit Chatterjee, both are by faith - Hindu, by occupation - Service, by nationality - Indian, all are residing at 12 Haritakibagan Lane, P.O. BeadonSrstreet, P.S. Burtala, Kolkata - 700006, hereinafter referred to as the **LANDOWNERS** represented by their constituted attorney **1. SOHAM ENTERPRISE**, a Proprietorship Firm having its Office at JyangraGhoshpara, P.O.Jyangra, P.S. Baguiati District- North 24 Parganas, Kolkata- 700059, represented by its Proprietor**SRI. SANJOY GHOSH**, (PAN AHXPG3743J) [941245717838] son of Late Sukumar Ghosh, by caste -Hindu, By Occupation - Business, By Nationality- Indian, residing at Jyangra-Ghoshpara, P.S. Baguiati District- North 24 Parganas, Kolkata-700059, and 2). **DISHA CONSTRUCTION**, (PAN: AAOFD2080K), a Partnership Firm having its Office at 4/1, Gorapada Sarkar Lane, P.O. & P.S. Ultadanga, Kolkata- 700067, ward No. 13, West Bengal, represented by their partners i). **SRI. NIRANJAN PARUI**, (PAN AFBPP1651G) [AADHAAR NO.763149873058] son of Late SatyaCharanParui, by caste- Hindu, by occupation-Business, by Nationality :Indian, residing at CA 1/11 Deshbandhunagar, P.O- Deshbandhunagar, P.S-Baguiati, Kolkata- 700159, ii). **SRI SHRABAN DAS**(PAN BBPCD3248R) [AADHAAR NO.496264077625], son of Sunil Das, by caste- Hindu, by occupation- Business, residing at HatiaraSardarpara, Near JheelBagan, P.O-Hatiara, P.S-New Town, Kolkata- 700157, West Bengal, (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART.**

**AND**

**MR.PREM KUMAR BALMIKI**, [PAN:AYWPB8132A],[AADHAAR NO.622585817857], son Sri Birendranath Poddar, by occupation-Service, by faith-Hindu, by Nationality: Indian, residing at 40/41 Motilal Baska Lane , P.O:& P.S: Kankurgachi, District: Kolkata, PIN:700054, West Bengal, hereinafter referred to as the **PURCHASER**, (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators and assigns) on the **SECOND PART.**

**AND**

1. **SOHAM ENTERPRISE**, a Proprietorship Firm having its Office at Jyangra-Ghoshpara, P.O. Jyangra, P.S. Baguiati, District- North 24 Parganas, Kolkata- 700059, represented by its Proprietor **SRI. SANJOY GHOSH**, (PAN AHXPG3743J) [941245717838] son of Late Sukumar Ghosh, by caste -Hindu, By Occupation - Business, By Nationality- Indian, residing at Jyangra-Ghoshpara, P.S. Baguiati District- North 24 Parganas, Kolkata-700059, and 2). **DISHA CONSTRUCTION**, (PAN: AAOFD2080K), a Partnership Firm having its Office at 4/1, Gorapada Sarkar Lane, P.O. & P.S. Ultadanga, Kolkata- 700067, ward No. 13, West Bengal, represented by their partners i). **SRI. NIRANJAN PARUI**, (PAN AFBPP1651G) [AADHAAR NO.763149873058] son of Late Satya Charan Parui, by caste- Hindu, by occupation-Business, by Nationality :Indian, residing at CA 1/11 Deshbandhunagar, P.O- Deshbandhunagar, P.S-Baguiati, Kolkata- 700159, ii) **SRI SHRABAN DAS**(PAN BBPCD3248R) [AADHAAR NO.496264077625], son of Sunil Das, by

SOHAM ENTERPRISE

*Sanjoy Ghosh*

Proprietor

DISHA CONSTRUCTION

*Shrabana Das*

Partner

Prem Kumar Balmiki



caste- Hindu, by occupation- Business, residing at Hatiara Sardarpara, Near JheelBagan, P.O- Hatiara, P.S-New Town, Kolkata- 700157, West Bengal (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors, executors, administrators and legal representatives) West Bengal, hereinafter jointly called the **DEVELOPERS** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, legal representatives, successor - in- office and/ or assigns) of the **OTHER PART**

**Background, representation, warranties and covenants:**

**Representation and Warranties Regarding Title**

The Landowners have made the following representation and given the following warranty to the Developers regarding title.

**(a). The chain of title regarding total ownership of (1) MR. SAMIR GHOSH(2)MR. INDRA NATH GHOSH and (3). SMT. CHANDRA GHOSH.**

**one of the present owners herein, are described below:**

**AND WHEREAS:** One Shanti Ram Mondal and AmodaBalaDasi were the joints recorded owners of a plot of land measuring about 43 decimals comprised in RS Dag No. 472, RS Khatian No. 90, Mouza - Teghoria, J.L. No.9, Re. Sa. No. 116, Touzi No. 191, within P.O-Hatiara, P.S.Baguiati, Kolkata-700059, District-North 24 Parganas.

**AND WHEREAS:** By a Deed of Conveyance dated 19/08/1981 made between Amoda Bala Dasi the Vendors therein and Santi Ram Mondal the purchasers therein the said Amoda Bala Dasi, against the valuable consideration stated therein granted, sold, transferred and absolutely conveyed all her right, title and interest in respect of the landed property admeasuring an area of 21.50 decimals (1/2 share) comprised in RS Dag No. 472, RS Khatian No. 90, at Mouza - Teghoria, J.L. No.9, Re. Sa. No. 116, Touzi No. 191, within P.S. Rajarhat District- North 24- Parganas within the local limits of RajarhatGopalpur Municipality, registered in the office of the ADSR- Bidhannagar, Salt Lake City, entered in Book No. 1, Being Deed No. 1174 for the year 1987.

**AND WHEREAS:** after the aforesaid purchase by way of Deed of conveyance Being No.9320 said Shanti Ram Mondal became the absolute owner of the aforesaid land and thereafter duly recorded his name in the records of the Rajarhat BL&LRO, being Khatian No.422.

**AND WHEREAS:** By a Deed of Conveyance dated 01/03/1985 made between Shanti Ram Mondal the Vendor therein and Samar Mondal the purchasers therein, the said Shanti Ram Mondal, against the valuable consideration stated therein granted, sold, transferred and absolutely conveyed all his right, title and interest in respect of the landed property admeasuring an area of 3 Cottahas, comprised in RS Dag No. 472, RS Khatian No. 90, Mouza - Teghoria, J.L. No.9, Re. Sa. No. 116, Touzi No. 191, within P.S. Rajarhat at present Baguiati, District- North 24- Parganas within the local limits of Rajarhat-Gopalpur Municipality at present Bidhannagar Municipal Corporation, registered in the office of the ADSR- Bidhannagar, Salt Lake City, copied in Book No. 1, Being No. 1481 for the year 1985.

**AND WHEREAS:** By a Deed of Conveyance dated 09/10/1985 made between Samar Mondal the Vendor therein and Samir Ghosh and Smt. Namita Ghosh the purchasers therein, the said Samar Mondal, against the valuable consideration stated therein granted, sold, transferred and absolutely conveyed all his right, title and interest in respect of the landed property admeasuring an area of 2 Cottahas, comprised in RS Dag No. 472, RS Khatian No. 90, Mouza - Teghoria, J.L. No.9, Re. Sa. No. 116, Touzi No. 191, within P.S. Rajarhat at present Baguiati, District- North 24- Parganas within the local limits of RajarhatGopalpur Municipality at present Bidhannagar Municipal Corporation, registered in the office of the ADSR- Bidhannagar, Salt Lake City, copied in Book No. 1, Being No. 7352 for the year 1985.

SOHAM ENTERPRISE

*Sanjoy Chakrabarti*

Proprietor

DISHA CONSTRUCTION

*Nityanjan Das* *SHRABAN DAS*

Partner

*Sanjoy Chakrabarti*



**AND WHEREAS:** after such purchase the said Samir Ghosh and Smt. Namita Ghosh mutated their names as the owners and possessors thereon before the Rajarhat BL&LRO, being L.R Khatian Nos. 791/1 and 411/2 and they have also recorded their names before the RajarhatGopalpur Municipality at present Bidhannagar Municipal Corporation and have been paying the rents and taxes to the proper authority, being Holding No.RGM-70/S/168.

**AND WHEREAS:** While seized and possessed of the aforesaid plot of land, the said Namita Ghosh died intestate on 23-08-2000 leaving behind her husband **SAMIR GHOSH**, one son namely **SRI INDRA NATH GHOSH** and one married daughter namely **SMT. Chandra Ghosh** as her legal heirs and successors to her estate and they became the joint absolute owners of the aforesaid left land/property in terms of Hindu Succession Act 1956 by virtue of inheritance from their Wife/ Mother now deceased.

**AND WHEREAS:** thus the present land owners become the absolute owners and possessors of the aforesaid property by way of deed of conveyance and by way of inheritance which is free from all encumbrances of **ALL THAT** piece and parcel of land measuring about 2 Cottahasalong with 240 sq.ft structure standing there upon, comprised in RS & LR Dag No. 472, R.S Khatian No. 90, present LR Khatian Nos. 791/2 and 411/2, Mouza - Teghoria, J.L. No.9, Re. Sa. No. 116, Touzi No. 191, within P.S. Rajarhat at present Baguiati, A.D.S.R. Bidhannagar, Salt Lake City, at present RajarhatNewTown, within the local limits of RajarhatGopalpur Municipality at present Bidhannagar Municipal Corporation, being Holding No. RGM-70/S/168, Ward No. 11, District: North 24 Parganas, which morefully and specifically and also described clearly and explicitly in the 'A' Schedule.

(b). **The chain of title regarding total ownership of (1) SRI RATNESWAR DEY and , (2) SMT. SABITA BASU RAY CHAUDHURI one of the present owners herein, are described below:**

**WHEREAS** One Shanti Ram Mondal son of Late Uttam Chandra Mondal was the absolute owner of a plot of land measuring about 2 Cottahs 8 Chattak comprised in R.S & L.R Dag No. 472, R.S Khatian No. 90, lying and situated at Mouza - Teghoria, J.L. No.9, Re. Sa. No. 116, Touzi No. 191, within P.S. Rajarhat and he got the same by way of purchased from one AmodaBalaDasi by a registered Deed of Sale being No. 9320, registered at the office of S.R.O. Cossipur Dum Dum dated 19/08/1981.

Since then the said Shanti Ram Mondal was seized and possessed of the aforesaid land measuring an area of 2 Cottahs 8 chittacks, more or less by virtue of deed of conveyance and had been enjoying the same peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities as absolute owner and possessor thereof and had the full right of dispose of or transfer the same to anybody in any way as the Vendors therein shall think fit and proper.

**AND WHEREAS:** By a Deed of Conveyance in the year 1987 made between Shanti Ram Mondal, the Vendors therein and RabindraNathDey, the purchasers therein the said Shanti Ram Mondal, against the valuable consideration granted, sold, transferred and absolutely conveyed all his right, title and interest in respect of the landed property admeasuring an area of 2 Cottahs 8 Chattacks comprised in RS Dag No. 472, RS Khatian No. 90, at Mouza - Teghoria, J.L. No.9, Re. Sa. No. 116, Touzi No. 191, within P.S. Rajarhat District- North 24-Parganas within the local limits of RajarhatGopalpur Municipality, registered in the office of the ADSR- Bidhannagar, Salt Lake City, Book No. 1, Being Deed No. 1174 in the year 1987.

**AND WHEREAS:** after such purchase the said RabindraNathDey mutated his name as the owner and constructed a building thereon.

**AND WHEREAS:** While seized and possessed of the aforesaid plot of land, the said RabindraNathDey died intestate on 04-07-2006 leaving behind him surviving his son namely **SRI**

SOHAM ENTERPRISE

*Sonjoy Ghosh*  
Proprietor

DISHA CONSTRUCTION

*Nityananda Saha*  
Partner

*from 19/8/2018*



**RATNESWAR DEY** and daughter namely **SMT. SABITA BASU RAY CHOUDHURI** as his legal heirs and successors to his estate and they became the Joint owners of the aforesaid land/property in terms of Hindu Succession Act 1956 by virtue of inheritance from their father now deceased.

**AND WHEREAS:** thus the present land owners become the absolute owners and possessors of the aforesaid property have got by way of inheritance and they recorded their names before the Concern BL & LRO office at Rajarhat, LR Khatian No. 1330 and 1329, and RajarhatGopalpur Municipality being Holding A8/178/71/B1-G, ward No. 11 which is free from all encumbrances of **ALL THAT** piece and parcel of land measuring about 2 Cottahs 8 Chattacks along with 240 sq.ft structure standing there upon, comprised in R.S & L.R Dag No. 472, Khatian No. 90, present LR Khatian No. 1330 & 1329, Mouza - Teghoria, J.L. No.9, Re. Sa. No. 116, Touzi No. 191, within P.S. Rajarhat within P.S. Rajarhat, A.D.S.R. Bidhannagar, Salt Lake City, within the local limit of RajarhatGopalpur Municipality, being Holding No. A8/178/71/B1-G, ward No. 11, District North 24 Parganas, which morefully and specifically and also described clearly and explicitly in the 'A' Schedule.

(c). The chain of title regarding total ownership of (1) SMT. SIPRA CHATTERJEE, (2) MR.SHANKHADEEP CHATTERJEE,, and (3). MR.SWARNADEEP CHATTERJEE. one of the present owners herein, are described below:

**WHEREAS** One Shanti Ram Mondal son of Late Uttam Chandra Mondal was the absolute owner of a plot of land about 2 Cottahs 8 Chattak comprised in RS & LR Dag No. 472, RS Khatian No. 90, at Mouza - Teghoria, J.L. No.9, Re. Sa. No. 116, Touzi No. 191, within P.S. Rajarhat have got by way of purchased from one AmodaBalaDasi by a registered Deed of Sale being No. 9320, registered at the office of S.R.O. Cossipur Dum Dum dated 19/08/1981, after purchasing said plot of land Sri Shanti Ram Mondal taking possession, of the same during peaceful possession and paying rents and taxes up-to-date before the authority.

**AND WHEREAS:** By a Deed of Conveyance in the year, 1986 made between Shanti Ram Mondal the Vendors therein and Samar Mondal the purchasers therein, the said Shanti Ram Mondal, against the valuable consideration granted, sold, transferred and absolutely conveyed all his right, title and interest in respect of the landed property admeasuring an area of 2 Cottahs 7 Chattacks 9 sq.ft, comprised in RS Dag No. 472, RS Khatian No. 90, corresponding to kriKhatian No.422, at Mouza - Teghoria, J.L. No.9, Re. Sa. No. 116, Touzi No. 191, within P.S. Rajarhat District- North 24-Parganas within the local limits of RajarhatGopalpur Municipality, registered in the office of the ADSR- Bidhannagar, Salt Lake City, copied in Book No. 1, Being No. 2147 for the year 1986.

**AND WHEREAS:** By a Deed of Conveyance dated 8<sup>th</sup> day of October, 1986 made between Shri. Samar Mondal the Vendors therein and Sanjit Chatterjee and Sipra Chatterjee the Purchasers therein, the said Samar Mondal against the valuable consideration granted, sold, transferred and absolutely conveyed all his right, title and interest in respect of the landed property admeasuring an area of 1 Cottah 13 Chittacks, along with 240 sq.ft structure standing there upon, comprised in RS Dag No. 472, RS Khatian No. 90, corresponding to kriKhatian No.422, at Mouza - Teghoria, J.L. No.9, Re. Sa. No. 116, Touzi No. 191, within P.S. Rajarhat District- North 24-Parganas within the local limits of RajarhatGopalpur Municipality, registered in the office of the ADSR Bidhannagar, Salt Lake City, copied in Book No. 1, volume No.146, Being No. 7631 for the year 1986.

**AND WHEREAS:** after such purchase the said Sanjit Chatterjee and Sipra Chatterjee mutated their names as the owners and constructed a structure thereon.

**AND WHEREAS:** While seized and possessed of the aforesaid plot of land, the said Sanjit Chatterjee died intestate on 02-01-2004 leaving behind him surviving his wife namely Sipra Chatterjee and two sons namely Shankadeep Chatterjee and Swarnadeep Chatterjee as his legal heirs and successors to his estate and the present land owners became the absolute joint owners

SOHAM ENTERPRISE

*Sanjoy Chatterjee*  
Proprietor

DISHA CONSTRUCTION

*Shankadeep Chatterjee*  
Partner

*Sum for Sanjit*

of the aforesaid left land/property in terms of Hindu Succession Act 1956 by virtue of inheritance from their Husband/ Father now deceased.

**AND WHEREAS** thus the present land owners become the absolute joint owners and possessors of the aforesaid property have got by way of Deed of conveyance and portion have got by way of inheritance and they recorded their names before the Concern B.L & L.R.O and RajarhatGopalpur Municipality which is free from all encumbrances, which is more fully and specifically and also described clearly and explicitly in the 'A' Schedule.

**Amalgamation :** The present Landowners namely 1) MR. SAMIR GHOSH(2)MR. INDRA NATH GHOSH and (3). SMT. CHANDRA GHOSH, (4) SRI RATNESWAR DEY and , (5) SMT. SABITA BASU RAY CHAUDHURI, (6) SMT. SIPRA CHATTERJEE, (7) MR.SHANKHADEEP CHATTERJEE,, and (8). MR.SWARNADEEP CHATTERJEE, amalgamated their respective plot into one single plot, in total land measuring 6(Six) Cottahs 5 chittacks, more or less by executing a Deed of Amalgamation.

**CONTRIBUTION OF LAND BY THE OWNERS IN THE AMALGAMATION LAND :** The contribution in the total amalgamated plot of land by the owners is described below :-

Sl. No.	Name of the owners	R.S./L.R. Dag No.	L.R. Kh. No.	Contributed land area	Classification	Structure
A.	MR. SAMIR GHOSH, MR. INDRA NATH GHOSH and SMT. CHANDRA GHOSH,	472	791/2 & 411/2	2cottahas	Bastu	240Sq.ft.
B.	SRI RATNESWAR DEY and SMT. SABITA BASU RAY CHAUDHURI	472	1330 & 1329	2cottahas 8Chittak	Bastu	240Sq.ft.
C.	SMT. SIPRA CHATTERJEE, MR.SHANKHADEEP CHATTERJEE,, and MR.SWARNADEEP CHATTERJEE	472	R.S. 90	1cottahas 13Chittak	Bastu	240Sq.ft.
	Total Area of Land with Structure			6cottahas 5Chittaks		720Sq.ft.

The total ownership of the present owners is more fully described in the "A" Schedule hereunder written."

**Sanction of Building Plan :** The present Landowners namely 1) MR. SAMIR GHOSH(2)MR. INDRA NATH GHOSH and (3). SMT. CHANDRA GHOSH, (4) SRI RATNESWAR DEY and , (5) SMT. SABITA BASU RAY CHAUDHURI, (6) SMT. SIPRA CHATTERJEE, (7) MR.SHANKHADEEP CHATTERJEE,, and (8). MR.SWARNADEEP CHATTERJEE sanctioned a building plan from the concerned RajarhatGopalpur Municipality.

**Desire of Development of the Land & Acceptance :** The present Landowners, the said 1) MR. SAMIR GHOSH(2)MR. INDRA NATH GHOSH and (3). SMT. CHANDRA GHOSH, (4) SRI RATNESWAR DEY and , (5) SMT. SABITA BASU RAY CHAUDHURI, (6) SMT. SIPRA CHATTERJEE, (7) MR.SHANKHADEEP CHATTERJEE,, and (8). MR.SWARNADEEP CHATTERJEE, express their desire to develop the aforesaid total amalgamated plot of land, by constructing multi storied building/s thereon, and the present Developers accepted the said proposal and the present Landowners have decided to enter into the present Development Agreement with the Developers herein for the land of the present owners, which is mentioned above and explicitly in the First Schedule hereunder written.

SOHAM ENTERPRISE

*Sanjoy Chakrabarti*

Proprietor

DISHA CONSTRUCTION

*Nandini Saha Deb*

Partner

*Sumit Chakrabarti*



Registered Power of Attorney: For the smooth running of the said project, the present Landowners agreed to execute registered Power of Attorney, by which the present Landowners herein have appointed and nominated the said Developers herein, as their Constituted Attorneys.

The Owners/One Part intends to construct a new constructed building on the said property as per the Building sanctioned by the Authority Concerned.

However the Owner is unable to carry out the construction on the Said Property due to insufficiency of ready fund and have taken a decision to get the said proposed construction done by and/ or through an experienced developer at the costs and expenses of the said developer as per the plan sanctioned by the concern authority.

The Owners, upon the representation made by the Developers (the Party of the Other Part herein), has agreed to get a new constructed building (hereinafter for the sake of brevity, referred to as the SAID BUILDING) constructed at the Said Premises/ Said Property in accordance with the Said Building Plan sanctioned by the concern authority, along with other allied works on the terms and conditions appearing hereinafter at the costs and expenses of the said developer and on the terms and conditions contained herein.

The said **Samir Ghosh and others**(Land-owners), being desirous of raising a multi-storied building upon the said land, executed a registered Development Agreement, vide Book No. 1, Volume No.1903-2021, Being No.190313514 dated 17-11-2021, registered in the office of the A.R.A-III Kolkata, in favour of the said **Developers**, where under the Land-owners (the Vendors herein) granted exclusive right and authority to the Developers to conduct the Development work in respect of the said land of the Landowners by constructing thereon a proposed multi-storied building in accordance with the building plan sanctioned by the Rajarhat-Gopalpur Municipality and on the terms and conditions as contained in such development agreement.

As per the terms of the said "**DEVELOPMENT AGREEMENT**", made and entered into by and between the said **Samir Ghosh and others**, therein referred to as the **Owners** of the ONE PART and "**SOHAM ENTERPRISE, & DISHA CONSTRUCTION**" therein referred to as the **Developers** of the other part, it was agreed by and between the said Owners and the Developer, that the said "**SOHAM ENTERPRISE, & DISHA CONSTRUCTION**" shall construct or cause to be constructed at the said PREMISES, the said building in accordance with the said sanctioned plan for and on behalf of and on account of the persons intending to own the flats on ownership basis in the said building to be constructed at and for the consideration and on the terms and conditions mentioned therein and to this effect the said **SAMIR GHOSH & others**, further executed a registered Power of Attorney, vide Book No.1, Volume No.1903-2021, Being No.190313536 for the year 2021, registered in the office of the A.R.A-III, Kolkata, in favour of the said **Developers** to enable the said Developers to construct a multi-storied building on the said PREMISES in accordance with the said SANCTIONED PLAN. It was further decided by virtue of the abovementioned said Development Agreement, by and between the parties thereto, that the flats to be constructed in the said new building would be allocated between the Owners (**SAMIR GHOSH & others**) and the Developers ("**SOHAM ENTERPRISE, & DISHA CONSTRUCTION**"), and the said Developers would be entitled to recover the costs of construction of the said building by selling the flats allotted under the Developer's allocation to various intending purchaser/purchasers through deed of conveyance executed by and between (a) the Owners (**Samir Ghosh and Others**), (b) the intending purchaser/purchasers and (c) the Developers ("**SOHAM ENTERPRISE, TRIN&DISHA CONSTRUCTION**"), wherein the said developers would be entitled to the entire consideration payable by the intending purchasers under such deed of conveyance.

Upon execution of the development agreement as mentioned above, the said **Samir Ghosh and others** handed over the constructive possession of the said land to the said "**SOHAM ENTERPRISE, & DISHA CONSTRUCTION**" and upon coming into possession, the said ("**SOHAM ENTERPRISE, & DISHA CONSTRUCTION**") started construction of a Ground plus 4 (G+4) storied building (hereinafter called the "Said Building") upon the said land in conformity with the sanctioned building plan approved by the authority of Rajarhat-Gopalpur Municipality being Plan

SOHAM ENTERPRISE

*Sorjoy Chakrabarti*

Proprietor

DISHA CONSTRUCTION

*Nagajit Saha Das*

Partner

*Samir Ghosh*



SL. No.1061/11/12 dated 18/11/2011, renewed on 05-01-2014 and has caused to be erected and constructed, a G+4 storied building in accordance with the said Sanctioned building Plan. comprising of various Garages, shops, flats, apartments, constructed spaces and also all the common parts and facilities and/or amenities comprised therein for and on behalf of and on account of various flat owners.

During the construction of the said building, the Developers herein declared to sell, from the allocation of the Developers', the **Flat No.1C**, on the **1<sup>st</sup> Floor**, measuring **768 Square Feet** of Super-Built-up area, be the same a little more or less, together with undivided proportionate share of the land underneath including right of easements, common facilities and amenities annexed thereto to intending buyer.

Being aware of such intention of the Developers herein, the Purchaser approached the Developers herein for purchasing the aforesaid flat in the said building and the Developer agreed to have conveyed in favour of the Purchaser the **Flat No.1C**, on the **1<sup>st</sup> Floor**, measuring **768 Square Feet** of Super-Built-up area, be the same a little more or less, **TOGETHER WITH** undivided proportionate impartible share and/or interest in the land comprised in the said premises and attributable to the said flat (hereinafter for the sake of brevity collectively referred to as the **"SAID FLAT"** and more fully and specifically described in **SCHEDULE "B"** hereunder written) **TOGETHER WITH ALL THAT** the proportionate right title and interest in common areas and facilities comprised in the said building together with the right of free ingress and egress from the said flat without any obstruction, more fully and particularly described in the **SCHEDULE 'D'** hereunder written. The Purchasers, after inspecting the sanctioned building plan, its measurement, dimensions, documents of chain of title deeds and other documents have agreed to purchase the said flat for the consideration of **Rs.24,96,000/-** (Rupee. Thirty Four Lakh Ninety six Thousand only).

That there is no impediment of any nature whatsoever by reason of which the vendors and the Developers are or may be prevented from selling and/or transferring the said FLAT to the Purchaser free from all encumbrances, attachments, charges, lispendens and/or trust whatsoever.

That there are no public demand or other dues of any kind whatsoever except the tax due and payable to the Rajarhat-Gopalpur Municipality at present Bidhannagar Municipal Corporation.

That the Vendors and the Developers have not entered into any Agreement for Sale in respect of the said Flat with any other person or persons and there is not legal bar or impediment for transfer of the said Flat along with undivided proportionate share in the land comprised in the said premises and in the common area and installation in or for the building and the said premises.

The Purchaser has satisfied themselves as to the title of the Vendors' to the said land and the building constructed at the said premises and as to the entitlement of Developers to the entire consideration payable by the Purchasers in respect of the Said Flat.

The Purchaser has also taken inspection of the said sanctioned map or plan of the said building and the said flat and is satisfied about the area, dimensions, measurement and details of the said building and the said flat and also the rights of other flat owners at the said premises and have agreed not to raise any objection in respect of the same in the future.

The Purchaser has also taken inspection of the original title deeds and other documents and is fully satisfied with the title of the Vendors' and the said flat constructed at the said building constructed at the said premises and is also fully satisfied as to the specifications, quality, workmanship and have agreed not to raise any objection in respect of the said flat constructed at the said building at the said premises.

SOHAM ENTERPRISE

*Sanjoy Kumar*

Proprietor

DISHA CONSTRUCTION

*Manjushree Saha Das*  
Partner

*from M/S. Saha*



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

In these presents unless there is something repugnant to or in consist-with -

**OWNERS/VENDORS-** **MR. SAMIR GHOSH** [PAN: BFSPG5157E] [AADHAAR NO. 505534973074] son of PhanindraNath Ghosh, by faith: Hindu, by occupation: Business, by Nationality - Indian.  
**(2)MR. INDRA NATH GHOSH**[PAN BLYPG6967L] [AADHAAR NO. 870594783260] son of Sri Samir Ghosh, by faith - Hindu, by occupation -Business, by nationality - Indian, both are residing at T.G3/4,Teghoria LichuBagan, P.O.Hatiara, P.S.Baguiati, Kolkata:700059, **(3)SMT. CHANDRA GHOSH, [PAN BWXPG8068A] [AADHAARNO. 832954301014]** wife of Sri Binode Ghosh, by faith - Hindu, by occupation -Housewife, by nationality - Indian, residing at 63, B.M Banerjee Road, P.O.Belghoria, P.S.Belghoria, Kolkata: 700056, **(4) SRI RATNESWAR DEY** (PAN ANHPD2652B)[AADHAAR NO.892138732138], son of Late Rabindra Nath Dey, by faith - Hindu, by occupation - Service, by nationality - Indian, residing at TG-3/16, Teghoria, LichuBagan, P.O. Hatiara, P.S. Baguiati, Kolkata:700157, **(5) SMT. SABITA BASU RAY CHAUDHURI**(PAN CRZPB5480M) [AADHAAR NO.593321137983], wife of Dipankar Basu Ray Chaudhuri, daughter of Late Rabindra Nath Dey, by faith - Hindu, by occupation - Housewife, by nationality - Indian, residing at 8/D Asgar Mistry Lane, P.O- Gobindakhatik Road, .P.S-Topsia, Kolkata-700046, **(6) SMT. SIPRA CHATTERJEE,**[PAN CFHPC7291D] [AADHAAR NO. 938227191136] wife of Late Sanjit Chatterjee, by faith - Hindu, by occupation - Housewife, by nationality - Indian, **(7) MR.SHANKHADEEP CHATTERJEE,**[AJUPC6599D] [AADHAAR NO. 271071513036] **(8). MR.SWARNADEEP CHATTERJEE,**[PAN CFHPC7405M] [AADHAAR NO.711378140835], both sons of Late Sanjit Chatterjee, both are by faith - Hindu, by occupation - Service, by nationality - Indian, all are residing at 12 Haritakibagan Lane, P.O. BeadonSrtreet, P.S. Burttala, Kolkata - 700006.

**DEVELOPERS:-1. SOHAM ENTERPRISE,** a Proprietorship Firm having its Office at Jyangra Ghoshpara, P.O.Jyangra, P.S. Baguiati District- North 24 Parganas, Kolkata- 700059, represented by its Proprietor **SRI. SANJOY GHOSH,** (PAN AHXPG3743J) [941245717838] son of Late Sukumar Ghosh, by caste -Hindu, By Occupation - Business, By Nationality- Indian, residing at Jyangra Ghoshpara, P.S. Baguiati District- North 24 Parganas, Kolkata-700059, and **2). DISHA CONSTRUCTION,**(PAN: AAOFD2080K), a Partnership Firm having its Office at 4/1.Gorapada Sarkar Lane, P.O. & P.S. Ultadanga, Kolkata- 700067, ward No. 13, West Bengal, represented by their partners i). **SRI. NIRANJAN PARUI,**(PAN AFBPP1651G) [AADHAAR NO.763149873058]son of Late Satya Charan Parui, by caste- Hindu, by occupation-Business, by Nationality :Indian, residing at CA 1/11 Deshbandhunagar, P.O- Deshbandhunagar, P.S.Baguiati, Kolkata- 700159, ii). **SRI SHRABAN DAS**(PAN BBPCD3248R) [AADHAAR NO.496264077625], son of Sunil Das, by caste- Hindu, by occupation- Business, residing at Hatiara Sardarpara, Near JheelBagan, P.O. Hatiara, P.S-New Town, Kolkata- 700157, West Bengal (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors, executors, administrators and legal representatives) West Bengal.

**PURCHASER:MR.RISHAV GUPTA, [PAN:BPMPG8031B],[AADHAAR NO.412495226707],**son Sri Ajay Krishna Gupta, by occupation-Service, by faith-Hindu, by Nationality: Indian, residing at 3, Raja Gopi Mohan Street, P.O:Beadon Street P.S: Burtotta, District: Kolkata, PIN:700006, West Bengal.

**SAID LAND :ALL THAT** piece and parcel of land measuring about 6Cottahs 5 Chattacksalong with 720 sq.ftpucca structure standing there upon comprised in RS & LR Dag No. 472, R.S. Khatian No. 90, present L.R Khatian Nos. 791/2 & 411/2, 1330 & 1329, Mouza - Teghoria, J.L. No.9, Re. Sa. No. 116, Touzi No. 191, within P.S. Rajarhat, at present Baguiati, A.D.S.R. Rajarhat New Town, within the local limit of Rajarhat-Gopalpur Municipality, being Holding No. AS/178/71/BL-G, RGM-70/S/168 and AS/178/71/BL-G, ward No. 11, Kolkata 700059, District North 24 Parganas, morefully and specifically described in the Schedule "A" hereunder written.

**TITLE DEEDS** shall mean the Deeds and Tax receipts.

SOHAM ENTERPRISE

*Sanjoy Ghosh*

Proprietor

DISHA CONSTRUCTION

*Niranjana Shrabana Das*

Partner

*From Mr. Sanjoy*



**BUILDING:-** Shall mean Ground Plus Four storied building being constructed upon the land mentioned in **SCHEDULE "A"** in accordance with the sanction building plan covering entire allowable F.A.R. sanctioned by the Rajarhat-Gopalpur Municipality to be used for residential purpose only and hereinafter called the **"SAID BUILDING"**.

**COMMON FACILITIES & AMENITIES** : Shall include corridors, roof, ways, passages, staircase, passage ways, overhead tank, water reservoir, septic tank and other facilities which are for common usage and are required for the establishment, enjoyment, maintenance and/or management of the building.

**SALEABLE SPACE** : Shall mean the space in the building available for independent use and occupation after making due provisions for common facilities.

**BUILDING PLAN** shall mean the Plan S.L. No. 1061/11/12, sanctioned on 18-11-2011 and renewed dated 5<sup>th</sup> day of May, 2014 sanctioned by the Rajarhat-Gopalpur Municipality with its alterations, modifications etc.

**SAID FLAT AND GARRAGE:** shall mean the **Flat No.1C**, on the **1<sup>st</sup> Floor**, measuring **768** Square Feet of Super-Built-up area, be the same a little more or less of the Multi-storied building together with undivided proportionate share of the land underneath including right of easements, common facilities and amenities annexed thereto morefully described in **SCHEDULE-"B"** hereunder written.

**TRANSFEEEE** : Shall mean the person, firm, limited company or an Association or persons to whom any flat has transferred by the vendors/developers, together with undivided and impartible proportionate share of land and right to use in common space in the building would be transferred.

**TRANSFER** : Which is a grammatical variation of conveyance and shall include the delivery of possession of the flat or flats, in the said building to the Purchaser thereof with undivided interest of land proportionate to the area of the flat and the right of user of common space in the said building along with transfer of title through a registered Deed of Conveyance to be executed by the Vendors/developers in favour of the Purchaser.

**BUILT UP AREA** : Shall mean and include the covered area of the flat, external and internal walls and columns, as specified in the Plan to be Sanctioned by the Rajarhat-Gopalpur Municipality.

**SUPER BUILT UP AREA** :- Shall mean and include the covered area of the particular flat also include the proportionate share of each flat in the common spaces, common areas, , overhead water tanks, stair cases, walls, , corridors, , and in all areas which is used for locating common services e.g., meter room etc. for eliminating of any disputes in the measurement of the proportionate share of each flat in the common areas.

**POSSESSION DATE** shall mean the seventh day from the date on which the Vendors/Developers issue a notice to the Purchaser informing the Purchaser that the said Flat is in habitable condition and call on the Purchaser to pay the balance of the consideration and take possession of the said Flat. The Purchaser shall be deemed to have taken possession of the said Flat from this date (irrespective of the fact whether the Purchaser has taken actual physical possession or not) and all of the Purchaser's liabilities relating to possession in respect of the said Flat shall start from the said Possession Date.

**COMMON AREAS / PORTIONS:** Shall mean and include, stairs and stair cases, passage ways, water pump, electrifications, on all floors, and overhead water reservoirs, roof of the said building and shall include all such common area as described in the **Schedule "D"** written hereunder, but shall not include such other open spaces which the Vendors may use or permit to be used as the sole and exclusive property of his own or any intending purchasers/purchasers.

SOHAM ENTERPRISE

*Sondyotak*

Proprietor

DISHA CONSTRUCTION

*Shruti Bani* *Shruti Bani*

Partner

*from prashant*

**ROOF / TERRACE:** Shall mean the ultimate roof over and above 1<sup>st</sup> floor of the said building as defined under Section 3(d) (2) of the West Bengal Apartment Ownership Act, 1972 and it shall be treated as part of the common areas and facilities.

**HOLDING ORGANISATION:** Shall mean any Association or Society that may be formed by the Owners of the different flats/units in the said building / said premises for the common purposes in accordance with Law.

**COMMON PURPOSES:** Shall mean and include the purpose of maintaining the said premises and the said building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Purchaser's and the common use and enjoyment thereof.

**UNDIVIDED SHARE:** Shall mean and include the respective undivided share and/or interest in the said premises taking into account the total super built up area comprised in the said Flat/Unit constructed by the Vendors on behalf of the Purchaser in the said building, which shall always be impartible.

**SINGULAR** shall mean plural and vice versa, masculine shall include feminine and vice versa.

#### **ARTICLE II-TITLE**

The purchaser after inspecting the sanctioned building plan, its measurement, dimensions documents of chain of title deeds, the Development Agreement, the Power of Attorney and other relating to the said premises and have fully satisfied himself with regard and right of the Vendors to have the said building constructed on the said premises and have agreed not to question or dispute and/or make objections thereto, and/or to make any requisitions as to the right title and/or interest of the Vendors. The Purchaser is further satisfied as to the entitlement of Developers to the entire consideration payable by the Purchaser in respect of the Said Flat in terms with the development Agreement.

#### **ARTICLE III-SALE, CONSIDERATION & POSSESSION**

The Developers have agreed to sell, from the allocation of the Developers', from the multi-storied building more fully described in the **SCHEDULE "B"** hereunder written **TOGETHER WITH** the undivided proportionate impartible share in the land at the said Premises and common areas, portions and facilities at or for a consideration of **Rs.24,96,000/-** (Rupees. Twenty Four Lakh Ninety Six Thousand only) for the said flat and the Purchaser has agreed to pay the said consideration for the said Flat to the Developers herein and within the time mentioned in the **SCHEDULE "C"** hereunder written. The Purchaser has paid a sum of **Rs.4,05,000/-** (Rupees Four Lakh Five Thousand only) as advance to the Developers out of total consideration **Rs.24,96,000/-** (Rupees. Twenty Four Lakh Ninety Six Thousand only) as per memorandum annexed, unless prevented by circumstances beyond the control of the Developer and/or force majeure reasons, the Developers shall cause the said Flat to be constructed erected and completed on or before **October, 2022** (hereinafter referred to as the **COMPLETION DATE**) and the said Flat shall be deemed to be complete if made habitable and certified so by the Architect of the said Building.

All the costs, expenses, incidental charges including the stamp and registration charges and professional charges for legal services for executing the Final Deed of Conveyance in favour of the Purchaser by the Vendors/developers shall be exclusively borne by the Purchasers.

The Developers hereby agreed to handover peaceful, vacant possession of the said flat to the Purchaser within the Completion Date (unless prevented from doing so due to force majeure or other reasons beyond the control of the Vendors and the Developers) and shall register the Deed of Conveyance in favour of the Purchaser on payment of the entire consideration amount by the Purchaser in accordance to the payment schedule contained in **Schedule "C"** written hereunder.

SOHAM ENTERPRISE

*Sanjoy Chandra*

Proprietor

DISHA CONSTRUCTION

*Shubhankar Shrestha*

Partner

*Sanjoy Chandra*



The Purchaser hereby agreed to pay the agreed consideration money and all other amounts payable by them in pursuance of this Agreement as and when the same shall become due and payable. Time for the payment of the agreed consideration amount in the manner as mentioned in the SCHEDULE "C" hereunder written shall be deemed to be the essence of the contract.

Immediately after the said Flat/Unit is made ready for habitation (and in this regard the decision of the Architect shall be final) the Developers shall serve a notice upon the Purchaser informing the Purchaser of such habitable state and within seven days from the date (hereinafter called the Possession Date) of such notice, the Purchaser shall be deemed to have taken possession of such flat / unit and shall be liable for making payment of all common expenses and maintenance charges, PROVIDED HOWEVER, in no event shall the Purchaser be entitled to claim actual physical possession of the said Flat / Unit till the time the Purchaser has made full payment of the entire amount of money payable by the Purchaser to the Developers and the Vendors & the Developers shall not be liable to deliver physical possession of the said Flat to the Purchaser till such time that the Purchaser has made complete payment of the entire money payable by the Purchaser to the Developers as per terms of these presents.

It is made clear that at the time of handing over possession of the said Flat to the Purchaser, if the Super Built-Up Area comprised in the said Flat is found to be less or more according to the certificate of the Architect (which shall be final and binding) than the area mentioned in these presents, then the consideration amount towards the said flat shall be increased or reduced proportionately and in case of increase of area, the buyer shall pay for the increased area and in case of decrease of area, the Developers shall adjust the excess money already paid by the Purchaser against further amounts / deposits payable by the Purchaser.

#### ARTICLE IV - CONSTRUCTION

The said flat shall be constructed in accordance with the Plan Sanctioned by the Rajarhat-Gopalpur Municipality with such modification or alterations as may be deemed fit and proper by the Developers and the Purchasers hereby concurs with and consent to the same and hereby further agrees not to raise any objection in the event making such alterations or modifications as per the revised plan as may be required to be sanctioned by the Rajarhat-Gopalpur Municipality by the Developers.

Save and except the right to hold and own the said flat in the said building, the Purchaser shall not have any right, title, interest, claim or demand whatsoever in respect of the other part or portions of the said building or the land excepting the common passage, portions and staircases landing only to the said flat and the Purchaser hereby agrees and consents not to claim any right over other common portions areas of the land and the said building thereon.

After handing over possession of the said flat to the Purchasers, the Purchasers shall not be entitled to in any way dispute or claim any amount on account of any bad workmanship or inferior quality of the materials used in the said building nor any constructional defects in the said building or the said flat. Further the Purchaser shall not be allowed to make any additions and/or alterations inside the said flat affecting the structure of the said building.

The Developers at its own cost, shall construct, erect and complete the proposed building at the said premises in accordance with the scheduled Building Plan with such materials and specifications which are set forth in the SCHEDULE "D", hereunder written and as may be recommended by the Architect from time to time.

#### ARTICLE V - RIGHTS

It is hereby agreed that until and unless the entire agreed consideration amount in the manner and within the time as mentioned in the SCHEDULE "C" hereunder written and all other amounts required to be paid by the Purchasers are paid, the Developers shall not be obliged or liable to make over possession of the said flat to the Purchasers and nor shall the Purchasers acquire any right, title and interest whatsoever in it.

SOHAM ENTERPRISE

*Sonjoyabahu*  
Proprietor

DISHA CONSTRUCTION

*Nagendra Kumar Das*  
Partner

*Sumit Kumar*



The Purchaser shall not be entitled to let-out, transfer or assign or otherwise deal with or dispose of his right, title and interest under this agreement and/or in the said flat until and unless the Purchaser pays the total consideration amount and all other amounts payable as per this agreement to the Developers.

The interest of the Purchaser in the proportionate share of the land in the said premises shall always remain impartible.

#### ARTICLE VI-DEFAULT

If the Developers fail to discharge its obligation and fails to deliver possession of the said flat within the stipulated period, unless prevented by circumstances beyond its control, then the Purchaser will be entitled to claim 10(ten)% interest per annum on all of such amount paid by Purchaser to the Developers from time to time in terms of this agreement till the date of grant of possession and such interest shall be calculated from such stipulated date of delivery of possession till the actual date of such delivery and if the purchaser fails to pay the balance consideration amount within specific time then the developers shall cancelled the agreement and refund the advance money deduction 25% of the earnest money which was paid by the purchasers to the developers.

#### ARTICLE VII-PURCHASER'S OBLIGATION

The Purchaser shall use the said flat for residential purpose only and not for commercial or other illegal purposes whatsoever.

The Purchaser bind himself, irrespective of whether he has taken physical possession of the said flat or not, to pay, from the Possession Date: (a) to the statutory authorities, the entire taxes payable in respect of the said flat and (b) to the Developers and thereafter to the proposed Apartment Owners' Association, month by month and every month, the proportionate amount of the taxes, costs, charges and expenses in relation to and for the maintenance of the common areas/ portions and common facilities. Such monthly Corporation Taxes, maintenance and service charges shall be payable by the Purchaser to the Association within 15(Fifteen) days from the date of the Association submitting its bills for the same or within such date as may be decided by the Developers or the Association. The Association shall decide the amount of monthly maintenance and service charges payable by the Purchaser of several flats of the said building. The expenses are as follows :-

- a) Corporation or other taxes and statutory outgoing that any from time to time be levied against the said premises and/or the said building including electricity charges, water taxes, etc.
- b) All outgoing for services, maintenance and management of the said building incurred in connection with the said premises.
- c) Proportionate share of expenses to be incurred for the installation and operation of pumps, generators, etc for the common use by all owners and occupiers of the flats in the said building.

To discharge the obligations contained herein, by making all payments, etc to the Developers herein till the time the Association as mentioned hereinabove is formed and not to raise any objection or hindrance to the management of the said building by the Developers and thereafter by the Apartment Owners' Association.

To pay to the Developers, in addition to the consideration payable in respect of the said flat and the said covered car parking space, all the additional charges in respect of any additional work in or relating to the said FLAT/UNIT at the request of the Purchaser and for providing any additional facilities or utility for the said FLAT/UNIT.

#### ARTICLE VIII-USER

The Purchaser shall permit the Developers and the Association's surveyors or agents with or without workmen at all reasonable times to enter into upon the said flat or any other part thereof to view and examine the state and conditions thereof and make good within seven days from getting such notice all defects, decays and want of repairs of which a notice in writing shall be given by the Developers or the Association to the Purchaser.

To observe and perform all rules, regulations and restrictions from time to time for the proper use and management of the said building as may be framed by the Developers and thereafter by Owners' Association.

SOHAM ENTERPRISE

*Sanjoy Chandra*  
Proprietor

DISHA CONSTRUCTION

*Najibul Hossain*  
Partner

*Pranjal Kumar*



### ARTICLE IX-HOLDING ORGANISATION

After disposal of all flats, and other spaces of the said building, the flat owners shall make an Owners' Association consisting of the Owners of all the flats in the said building. The Purchasers hereby agrees and undertakes to become member of the Owners' Association so to be formed for the purpose of maintenance of common areas/portions and facilities of the said building as also for general administration and further agrees to sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required from time to time for the formation and registration of such Owners' Association.

All proportionate costs and expenses of or incidental to the constitution or organization or formation of such Owners' Association shall be borne by the Purchaser who shall become a member thereof.

The Purchaser shall be bound to pay the proportionate share of legal and other costs, charges and expenses incidental to the formation, registration and organization of the Owners' Association.

### ARTICLE X-DOCUMENTATION & STAMP DUTY

In pursuance to this agreement, all deeds, documents and papers as may from time to time be required for conveying the said flat and car parking space and for formation of the Holding Organization as envisaged herein shall be prepared by developer's Advocate, who has also prepared this agreement and all the costs and expenses and other incidental charges including the stamp duty and registration charges payable for executing the final Deed of Conveyance in favour of the Purchaser by the Vendors shall be exclusively borne by the Purchasers. The expenses, costs and professional fees for formation of the Holding Organization shall be borne proportionately by the Buyer together with the Owners/Buyers of the other Flats/Units. The Buyer despite his obligations to pay the remuneration and fees to the said Advocate shall be at liberty to consult any other Lawyer/Advocate for any independent advice PROVIDED HOWEVER that such consultation for independent advice will not absolve the Buyer of his liability to pay the remuneration as herein provided towards the documentation and legal fees/charges.

### ARTICLE XI - MISCELLANEOUS

The Vendors, the Purchaser and the Developers have entered into this Agreement purely on principal to principal basis and nothing herein contained shall be deemed or construed as a Partnership between the parties to this agreement.

Any notice required to be given by the Developers, shall without prejudice to any other mode of service available, be deemed to have been served on the Purchaser if Delivered by hand or sent by prepaid Registered Post with A/D to the address of the Purchaser written herein and shall likewise be deemed to have been served on the Developers, if delivered by hand or sent by prepaid Registered Post to the official address of the Developers.

### ARTICLE XII-LEGAL PROCEEDINGS

If any disputes and differences arise out of this Agreement or in relation to the determination of any liability of the parties hereto or the construction and interpretation of any of the terms and meaning thereof, the same shall be referred to arbitration of a Single Arbitrator the parties are entitled to take legal steps before the Court at Barasat, District-North 24 parganas only.

### THE SCHEDULE "A" ABOVE REFERRED TO

**ALL THAT** piece and parcel of Bastu land measuring about 6 Cottahs 5 Chattacks, comprised in R.S & L.R Dag No. 472, R.S Khatian No. 90, present L.R Khatian Nos. 791/2 & 411/2, 1330 & 1329, Mouza - Teghoria, J.L. No.9, Re. Sa. No. 116, Touzi No. 191, within P.S. Rajarhat, at present Baguiati, A.D.S.R. Rajarhat New Town, within the local limit of Rajarhat-Gopalpur Municipality, being Holding No. AS/178/71/BL-G, RGM-70/S/168 and AS/178/71/BL-G, ward No. 11, Kolkata 700059, District North 24 Parganas, (Teghoria Road, LichuBagan) which is butted and bounded by :

<u>ON THE NORTH</u>	:	House of Jugal Kishore Goswami.
<u>ON THE SOUTH</u>	:	11 feet wide Road..
<u>ON THE EAST</u>	:	11 feet 6 inch wide Road.

SOHAM ENTERPRISE

*Sanjoy Chakraborty*

DISHA CONSTRUCTION

*Niraj Kumar Shukla*  
Partner

*Sanjoy Chakraborty*

ON THE WEST

Multi-storied Building.

**THE "B" SCHEDULE ABOVE REFERRED TO**

(Description of the Flat agreed to be sold)

**ALL THAT** one self contained residential **marble flooring** Flat, being the **Flat No.1C**, on the 1<sup>st</sup> Floor, measuring **768 Square Feet** of Super-Built-up area, be the same a little more or less, of the multi-storied building, namely "**LOKNATH APARTMENT**" lying and situated at Mouza - Teghoria, J.L. No.9, Re. Sa. No. 116, Touzi No. 191, within P.S. Rajarhat, at present Baguiati, A.D.S.R. Rajarhat New Town, within the local limit of Rajarhat-Gopalpur Municipality, being Holding No. AS/178/71/BL-G, RGM-70/S/168 and AS/178/71/BL-G, ward No. 11, Kolkata 700059, District North 24 Parganas, (Teghoria Road, LichuBagan), together with the undivided proportionate share of the land alongwith rights of easements, common areas, facilities and amenities annexed thereto.

**THE SCHEDULE "C" ABOVE REFERRED TO**  
(Schedule of Payment)

Flat Size (Super Built-Up Area) And Covered Garrage	768 Square @Rs.3250/-per sq.ft
Till today	Rs.4,05,000/-
within April,2022	Rs.-----/-
After completion of Each Roof casting.	Rs.50% Per Roof.
Rest within June,2022.	
Total	Rs20,91,000/-

**THE**

from per built up

**SCHEDULE "D" ABOVE REFERRED TO**  
(Common Areas/Portions)

- Entrance and exits to the said premises and the said building.
- Lift.
- Boundary walls and main gate of the said premises.
- Roof Top of the said building.
- Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).
- Space underneath the stairs of the ground floor where meters are installed, electrical sub-station and electrical wiring and other fittings, (excluding only those as are installed within the exclusive area of any flat and / or exclusively for its use).
- Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said Premises and the said Building as are necessary for passage and user of the flats / units in common by the co-owners.

**THE SCHEDULE "E" ABOVE REFERRED TO**  
(Specification)**Foundation :**

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

**Walls :**

All external walls shall have standard bricks with cement plaster all internal partition wall will be 5 inches and external walls will be 8 inches thick with both side plaster as per specification mentioned in the plan and which will not contravene the standard specification in any manner whatsoever.

SOHAM ENTERPRISE

Sanjoy Chandra

Proprietor

DISHA CONSTRUCTION

Niraj Kumar Shukla DCJ

Partner



All inside walls will be coated with plaster of paris.

**Flooring:**

(a) All bedroom, Kitchen, living / dining room, verandah, toilets and will be marble finished.

**Doors / Windows:**

(a) All internal and bedroom doors will be made of flush door with necessary latch, lock, etc. and frame will be made of sal and kitchen and toilet door will be made of PVC.

(b) Main door will be made up of sal wood.

(c) All door frames will have sal wooden frame and flush door of 32-35 mm thickness made by the ply.

(d) All window frames will be made of steel, made with suitable design with glass.

**KITCHEN**

Kitchen will have one black stone table, top black stone sink, walls have glazed tiles upto 5ft. height from the top of Blackstone kitchen table top.

**WIRING**

All concealed wiring in every room, toilet, kitchen, living cum dining, balcony upto main switch under the staircase.

**(a) BEDROOM:**

- (i) One bracket light point
- (ii) One tube light point
- (iii) One ceiling fan point
- (iv) One night lamp point
- (v) One five-pin plug point on switchboard.
- (vi) One A/C Point any of the bed room.

**(b) LIVING/DINING:**

- (i) Two tube light point (if required)
- (ii) One ceiling fan point
- (iii) One 15 amp point
- (iv) One 5 pin plug point of switch board
- (v) One electric calling bell attached to the house

**(c) KITCHEN**

- (i) One exhaust point/chimney point
- (ii) One plug point
- (iii) One tube light point.
- (iv) One micro oven Point.

**(d) LIVING AND DINING**

- (i) Water connection in living and dining.

It is pertaining to mention that the developer will provide all electrical equipments.

**TOILETS:**

(a) Toilets will be provided with PVC pipes, general water supply from overhead tanks with water connection from reasonable source pipelines should be ISI or Branded (at least known name) One standard white basin, one white commode with lowdown cistern, two water taps for toilet and wall have tiles up to 5' 6" height around wall and one light point.

SOHAM ENTERPRISE  
Sangita Chakraborty  
Proprietor

DISHA CONSTRUCTION  
Shantanu Kumar Sengupta & Co.  
Partner

*From 10/10/2016*

IN WITNESSES WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day month and year first above written.  
**SIGNED AND DELIVERED** by the within named  
**VENDORS** in the presence of :

1.

SOHAM ENTERPRISE

*Sonjoy Chakraborty*  
 Proprietor

DISHA CONSTRUCTION

*Nityanjan Dasgupta*  
 Partner

\_\_\_\_\_  
 Signatures of the Constituted attorneys of  
 the Land owners/vendors.

2.

*Balaram Sardar*

**SIGNED AND DELIVERED** by the within named  
**PURCHASER** in the presence of :

1.

2.

**SIGNED AND DELIVERED** by the within named  
**DEVELOPERS**, in the presence of :

1.

2.

Drafted & Prepared in the Office of:

BALARAM SARDAR

Advocate

High Court, Calcutta.



## MEMO OF CONSIDERATION

RECEIPT of and from the within name purchaser, the within mentioned sum of Rs. 4,05,000/- (Rupees Four Lakh Five Thousand) only by way of advance / part consideration money against the full amount of consideration of Rs. 24,96,000/- (Rupees Twenty Four Lakh Ninety Six Thousand only) as per memo below :-

<u>Sl.No.</u>	<u>Particulars</u>	<u>Amount (Rs.)</u>
1.	By way of A/C Payee ChequeNo. 000061 Dated 09/12/2020 drawn on Bank of Baroda, Salt Lake, Sector I, Branch In favour of "Soham Enterprise".	Rs. 1,35,000/-
2.	By way of A/C Payee ChequeNo. 000062 Dated 09/12/2020 drawn on Bank of Baroda, Salt Lake, Sector I, Branch In favour of "Disha Construction".	Rs. 1,35,000/-
3.	By way of cash dated 09/12/2020 infavour of "Soham Enterprise".	Rs. 67,500/-
4.	By way of cash dated 09/12/2020 in favour of "Disha Construction".	Rs. 67,500/-

### WITNESSES :-

1. *Amit Kumar Ghosh*  
*Byangra ghosh para*  
*KOL - 700059*

2.

SOHAM ENTERPRISE

*Sanjay Chakraborty*  
Proprietor

DISHA CONSTRUCTION

*Niraj Kumar Saha*  
Partner

Signature of Developers