

**SALE DEED**

THIS SALE DEED IS EXECUTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_\_,

**AMONGST**

(1) **MR. SWAPAN KUMAR SAHA** (having PAN – ALMPS7122E, Aadhar No. – 2023 6615 5805, Mobile No. – 9830093012), son of Late Balam Saha, by Nationality Indian, residing at BB – 91, Sector – I, Salt Lake City, Kolkata - 700064, Post Office – Bidhannagar CC Block, Police Station – Bidhannagar North, West Bengal, India, AND

(2) **MRS. POLY SAHA** (having PAN – ALVPS6473K, Aadhar No. – 6541 6672 3380, MobileNo. – 9830617355), wife of Mr. Swapan Kumar Saha, by Nationality Indian, residing at BB – 91, Sector – I, Salt Lake City, Kolkata - 700064, Post Office – Bidhannagar CC Block, Police Station – Bidhannagar North, West Bengal, India,

hereinafter jointly called and referred to as the “OWNERS” (which expression shall where the context so admit include their respective heirs, successors, successors-in-interest, executors, legal representatives, administrators and assigns) of the **FIRST PART**.

The Owners herein are duly represented by their lawful constituted Attorneys namely, (1) **MR. KAJAL KUMAR MALLICK** (PAN – ALVPM1173C, Aadhar No. – 3408 3316 0287, Mobile No. – 9681868699), son of Late Nilkamal Mallik, residing at Jyotinagar, Post Office - Gourangonagar, Police Station - Newtown, Kolkata – 700159, West Bengal, India, (2) **MR. SWAPAN KUMAR DAS** (PAN - AHOPD3494Q, Aadhar No. – 6314 6745 9814, Mobile No. – 9874310375), son of Mr. Amar Chandra Das, residing at Ramkrishna Pally, Post Office -Gourangonagar, Police Station - Newtown, Kolkata-700159, West Bengal, India, and (3) **MR. KAMALESH BANIK**(having PAN ADPLB2553R, Aadhar Card No. – 7783 2638 6592, Mobile No. – 9433265849),son of Late Prafulla Banik, residing at CG - 231, Sector - II, Saltlake Bidhannagar (M), Sech Bhawan, North 24 Parganas, Post Office - Bidhannagar, Police Station – Bidhannagar East, Kolkata-700091, West Bengal, India, being the nominees and as well as the Directors of the Developer Company, **M/s, VALUE HOMES REALTECH PRIVATE LIMITED**, as per the Board Resolution dated 19<sup>th</sup> day of June, 2023, by virtue of a **General Power of Attorney dated 22<sup>nd</sup> day of June, 2023** duly registered in the office of the Additional Registrar of Assurances – II, Kolkata and duly recorded in Book No. - I, Volume No. – 1902-2023 Pages – 265899 to 265932 Being No. - 190208329 for the year 2023.

**AND**

**M/s, VALUE HOMES REALTECH PRIVATE LIMITED** (having CIN - U70200WB2021PTC243799, PAN - AAHCV9546J), a registered company, incorporated under the Companies Act, 2013, having its registered office at C/O- Arati Roy, Ramkrishna Pally, Post Office – Gauranga Nagar, Police Station –New Town, Kolkata – 700162 and represented by its Directors namely, (1)**MR. KAJAL KUMAR MALLICK** (PAN – ALVPM1173C, Aadhar No. – 3408 3316 0287, Mobile

VALUE HOMES REALTECH PVT. LTD.

*Kajal Kumar Mallik*

Director

**No. – 9681868699**), son of Late Nilkamal Mallick, residing at Jyotinagar, Post Office - Gourangonagar, Police Station - Newtown, Kolkata – 700159, West Bengal, India, **(2) MR. SWAPAN KUMAR DAS (PAN - AHOPD3494Q, Aadhar No. – 6314 6745 9814, Mobile No. – 9874310375)**, son of Mr. Amar Chandra Das, residing at Ramkrishna Pally, Post Office -Gourangonagar, Police Station - Newtown, Kolkata-700159, West Bengal, India, **(3) MR. KAMALESH BANIK (having PAN ADPLB2553R, Aadhar Card No. –7783 2638 6592, Mobile No. –9433265849)**, son of Late Prafulla Banik, residing at CG - 231, Sector - II, Saltlake Bidhannagar (M), Sech Bhawan, North 24 Parganas, Post Office - Bidhannagar, Police Station – Bidhannagar East, Kolkata-700091, West Bengal, India, **AND (4) MRS. RITA BANIK (having PAN AEEPB3646K, Aadhar Card No. – 3952 5529 8692, Mobile No. - 9903035123)**, wife of Mr. Kamalesh Banik, residing at CG - 231, Sector - II, Saltlake Bidhannagar (M), Sech Bhawan, North 24 Parganas, Post Office - Bidhannagar, Police Station – Bidhannagar East, Kolkata – 700091 , West Bengal, India, hereinafter referred to as the **“DEVELOPER/PROMOTER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/ or successors in office/interest) of the **SECOND PART**.

**AND**

[If the Allottee/Purchaser is a company]  
 \_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee/Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee/Purchaser is a Partnership]  
 \_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee/Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee/Purchaser is an Individual]  
 Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "Allottee/Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee/Purchaser is a HUF]

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee/Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

The Owners, Developer/Promoter and Allottee/Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

1. **One Subal Chandra Naskar** son of Ananta Kumar Naskar duly inherited from his ancestors and became absolute recorded owners and seized possessed and well sufficiently entitle to **ALL THAT** piece and parcel of *Sali* (Agricultural) land measuring about **8.5 Decimal** in **Mouza – Mahishbathan**, J.L No. – 18, Touzi No. – 3 & 162, Revenue Survey No. – 203, comprised in **R.S/L.R Dag No. – 348** (corresponding C.S Dag No. – 338), in District North 24 Parganas (erstwhile District 24 Parganas) under jurisdiction of Police Station – Bidhannagar East (erstwhile Police Station – Rajarhat), comprising in following Khatian Nos.:

C.S Khatian No.	R.S. Khatian No.	Area (in Decimal)
207	215	2.5
207	218	1.75
207	248	4.25
<b>TOTAL</b>		<b>8.5</b>

2. By virtue of a **Sale Deed dated 10.06.1968**, registered in the office of the Sub Registrar, Cossipore – Dum Dum and recorded in Book No. – I, Volume No. – 64, Page – 221 to 223, Being No. – 5071, for the year 1968, one **Biren Kumar Pramanik, Prodyut Kumar Pramanik, Rathindra Kumar Pramanik, Mohon Kumar Pramanik, Sankar Kumar Pramanik and Rabindra Kumar Pramanik**, all are son of Kamala Kanta Pramanik jointly purchased above-mentioned **ALL THAT** piece and parcel of *Sali* (Agricultural) land measuring about **8.5 Decimal** together with all easement rights from said Subal Chandra Naskar son of Ananta Kumar Naskar for a valuable consideration and became lawful joint owner and seized, possessed and well sufficiently entitled to above mentioned **8.5 Decimal** land comprised in **R.S/L.R Dag No. – 348** in **Mouza – Mahishbathan**.
3. **One Bancharam Naskar and Habul Chandra Naskar** son of Kalicharan Naskar duly inherited from their ancestors and became absolute recorded owners and seized possessed and well sufficiently entitle to **ALL THAT** piece and parcel of *Sali* (Agricultural) land measuring about **8.5**

**Decimal in Mouza – Mahishbathan**, J.L No. – 18, Touzi No. – 3 & 162, Revenue Survey No. – 203, comprised in **R.S/L.R Dag No. – 348** (corresponding C.S Dag No. – 338), in District North 24 Parganas (erstwhile District 24 Parganas) under jurisdiction of Police Station – Bidhannagar East (erstwhile Police Station – Rajarhat), comprising in following Khatian Nos.:

<b>C.S Khatian No.</b>	<b>R.S. Khatian No.</b>	<b>Area (in Decimal)</b>
207	215	2.5
207	218	1.75
207	248	4.25
<b>TOTAL</b>		<b>8.5</b>

This land is contiguous to the abovementioned land of said Subal Chandra Naskar son of Ananta Kumar Naskar.

4. By virtue of a **Sale Deed dated 08.11.1968**, registered in the office of the Sub Registrar, Cossipore – Dum Dum and recorded in Book No. – I, Volume No. – 115, Page – 191 to 193, Being No. – 8063, for the year 1968, said **Biren Kumar Pramanik, Prodyut Kumar Pramanik, Rathindra Kumar Pramanik, Mohon Kumar Pramanik, Sankar Kumar Pramanik and Rabindra Kumar Pramanik**, all are son of Kamala Kanta Pramanik jointly purchased above-mentioned **ALL THAT** piece and parcel of *Sali* (Agricultural) land measuring about **8.5 Decimal** together with all easement rights from said Bancharam Naskar and Habul Chandra Naskar son of Kalicharan Naskar for a valuable consideration and became lawful joint owner and seized, possessed and well sufficiently entitled to above mentioned **8.5 Decimal** land comprised in **R.S/L.R Dag No. – 348** in **Mouza – Mahishbathan**.
5. By virtue of abovementioned two Sale Deeds, viz, **Sale Deed dated 10.06.1968, Being No. - 5071** and **Sale Deed dated 08.11.1968, Being No. – 8063**, said **Biren Kumar Pramanik, Prodyut Kumar Pramanik, Rathindra Kumar Pramanik, Mohon Kumar Pramanik, Sankar Kumar Pramanik and Rabindra Kumar Pramanik**, all are son of Kamala Kanta Pramanik, became lawful joint owner and seized, possessed and well sufficiently entitled to **ALL THAT** piece and parcel of *Sali* (Agricultural) land measuring about **17 Decimal** in **Mouza – Mahishbathan**, J.L No. – 18, Touzi No. – 3 & 162, Revenue Survey No. – 203, comprised in **R.S/L.R Dag No. – 348** (corresponding C.S Dag No. – 338), **R.S Khatian No. 215, 218 & 248** (corresponding C.S Khatian No. – 207) in District North 24 Parganas (erstwhile District 24 Parganas) under jurisdiction of Police Station – Bidhannagar East (erstwhile Police Station – Rajarhat), hereinafter referred to as the said **“Mother Land”**.
6. One Badal Naskar and Mohan Naskar all are son of Bhadreswar Naskar were the *“Bargadar”* in respect of **ALL THAT** piece and parcel of *Sali* (Agricultural) land measuring about **28 Decimal** in **Mouza – Mahishbathan**, J.L No. – 18, Touzi No. – 3 & 162, Revenue Survey No. – 203, comprised in **R.S/L.R Dag No. – 348** (corresponding C.S Dag No. – 338), **R.S Khatian No. 215, 218 & 248** (corresponding C.S Khatian No. – 207) in District North 24 Parganas (erstwhile District 24 Parganas) under jurisdiction of Police Station – Bidhannagar East (erstwhile Police Station – Rajarhat),

7. By virtue of a **Deed of Relinquishment dated 26.03.1985**, registered in the office of the Additional District Sub Registrar, Bidhannagar (Salt Lake City) and recorded in Book No. – I, Volume No. – 43, Page – 19 to 24, Being No. – 2226, for the year 1985, said Badal Naskar and Mohan Naskar all are son of Bhadreswar Naskar jointly relinquished their right and interest as *Bargadar* in the above-mentioned **ALL THAT** piece and parcel of *Sali* (Agricultural) land measuring about **28 Decimal** together with all easement rights in favour of said Biren Kumar Pramanik, Prodyut Kumar Pramanik, Rathindra Kumar Pramanik, Mohon Kumar Pramanik, Sankar Kumar Pramanik and Rabindra Kumar Pramanik, all are son of Kamala Kanta Pramanik.
8. By virtue of the abovementioned **Deed of Relinquishment dated 26.03.1985** together with the official proceeding for the abolition of *Barga* in the said Mother Land the concerned authority duly abolished the *Barga* in the said Mother Land.
9. Subsequently said Biren Kumar Pramanik, Prodyut Kumar Pramanik, Rathindra Kumar Pramanik, Mohon Kumar Pramanik, Sankar Kumar Pramanik and Rabindra Kumar Pramanik, all are son of Kamala Kanta Pramanik mutated their names in the record in the concerned BL&LRO in respect of the said Mother Land and they were assigned Agriculture Khatian No. 231, 198, 293, 267, 324 and 292 respectively in the K.B. Settlements and were continuing to pay the Khajna and all outgoings regularly.
10. By virtue of a **Sale Deed dated 04.03.1985**, registered in the office of the Additional District Sub Registrar, Bidhannagar (Salt Lake City) and recorded in Book No. – I, Volume No. – 30F, Page – 499 to 508, Being No. – 1567, for the year 1985, one **Subhra Dutta**, wife of Goutam Dutta and **Rahul Dutta**, son of Goutam Dutta jointly purchased **ALL THAT** piece and parcel of *Sali* (Agricultural) land measuring about **07 Cottah 08 Chitak** out of the said Mother Land together with all easement rights from said Biren Kumar Pramanik, Prodyut Kumar Pramanik, Rathindra Kumar Pramanik, Mohon Kumar Pramanik, Sankar Kumar Pramanik and Rabindra Kumar Pramanik, all are son of Kamala Kanta Pramanik for a valuable consideration and became lawful joint owner and seized, possessed and well sufficiently entitled to above mentioned **07 Cottah 08 Chitak** land comprised in **R.S/L.R Dag No. – 348** in **Mouza – Mahishbathan**, hereinafter referred to as the said **“Plot of Land No. – 1”**.
11. Subsequently said Subhra Dutta and Rahul Dutta mutated their names in the record in the concerned BL&LRO in respect of the said Plot of Land No. - 1 and they were assigned L.R Khatian No. 342/1 and 298/1 respectively and were continuing to pay the Khajna and all outgoings regularly.
12. By virtue of a **Sale Deed dated 04.03.1985**, registered in the office of the Additional District Sub Registrar, Bidhannagar (Salt Lake City) and recorded in Book No. – I, Volume No. – 31F, Page – 1 to 10, Being No. – 1568, for the year 1985, one **Prasun Chatterjee**, son of Hara Kumar Chatterjee and **Sudeshna Chatterjee**, wife of Prasun Chatterjee, jointly purchased **ALL THAT** piece and parcel of *Sali* (Agricultural) land measuring about **02 Cottah 08 Chitak** out of the said Mother Land together with all easement rights from said Biren Kumar Pramanik, Prodyut Kumar Pramanik, Rathindra Kumar

Pramanik, Mohon Kumar Pramanik, Sankar Kumar Pramanik and Rabindra Kumar Pramanik, all are son of Kamala Kanta Pramanik for a valuable consideration and became lawful joint owner and seized, possessed and well sufficiently entitled to above mentioned **02 Cottah 08 Chitak** land comprised in **R.S/L.R Dag No. – 348** in **Mouza – Mahishbathan**, hereinafter referred to as the said **“Plot of Land No. – 2”**.

13. Subsequently said Prasun Chatterjee and Sudeshna Chatterjee mutated their names in the record in the concerned BL&LRO in respect of the said Plot of Land No. - 2 and they were assigned L.R Khatian No. 701 and 702 respectively and were continuing to pay the Khajna and all outgoings regularly.
14. While seized and possessed of the said Plot of Land No. – 2 said Prasun Chatterjee died intestate leaving behind his wife, Sudeshna Chatterjee and his only offspring (daughter), Doyel Dasgupta (Nee Chatterjee) as his only legal heirs as the Hindu Succession Act, 1956 as amended time to time and the Dayabhaga School of Hindu Law by which he was governed till his death. After demise of said Prasun Chatterjee said Sudeshna Chatterjee and Doyel Dasgupta (Nee Chatterjee) became the joint owner in respect of the undivided half share of the Prasun Chatterjee in the said Plot of Land No. – 2. Thus said Sudeshna Chatterjee became the owner of undivided  $\frac{3}{4}$  th. (Three Forth) share and said Doyel Dasgupta (Nee Chatterjee) became the owner of undivided  $\frac{1}{4}$  th. (One Forth) share in the said Plot of Land No. – 2.
15. By virtue of a **Sale Deed dated 14.12.2007**, registered in the office of the Additional District Sub Registrar, Bidhannagar (Salt Lake City) and recorded in Book No. – I, CD Volume No. – 6, Page from – 800 to 813, Being No. – 7014, for the year 2007, **Mr. Swapan Kumar Saha**, the Owner No. – 1 herein, purchased **ALL THAT** piece and parcel of *Sali* (Agricultural) land measuring about **02 Cottah 08 Chitak** out of the said Plot of Land No. - 1 together with all easement rights from said Subhra Dutta and Rahul Dutta for a valuable consideration and became lawful joint owner and seized, possessed and well sufficiently entitled to above mentioned **02 Cottah 08 Chitak** land comprised in **R.S/L.R Dag No. – 348** in **Mouza – Mahishbathan**.
16. By virtue of a **Sale Deed dated 14.12.2007**, registered in the office of the Additional District Sub Registrar, Bidhannagar (Salt Lake City) and recorded in Book No. – I, CD Volume No. – 06, Page – 3756 to 3772, Being No. – 7167, for the year 2007, **Mr. Swapan Kumar Saha**, the Owner No. – 1 herein, purchased **ALL THAT** piece and parcel of *Sali* (Agricultural) land measuring about **01 Cottah 04 Chitak** out of the Plot of Land No. – 1 and land measuring about **01 Cottah 04 Chitak** out of the Plot of Land No. – 2 in **TOTAL** about **02 Cottah 08 Chitak** together with all easement rights from said Subhra Dutta & Rahul Dutta and Sudeshna Chatterjee & Doyel Dasgupta (Nee Chatterjee) or a valuable consideration and became lawful owner and seized, possessed and well sufficiently entitled to above mentioned **02 Cottah 08 Chitak** land comprised in **R.S/L.R Dag No. – 348** in **Mouza – Mahishbathan**.
17. By virtue of abovementioned two Sale Deeds, viz, **Sale Deed dated 14.12.2007, Being No. - 7014** and **Sale Deed dated 14.12.2007, Being No.**

– 7167, **Mr. Swapan Kumar Saha**, the Owner No. – 1 herein, became lawful owner and seized, possessed and well sufficiently entitled to **ALL THAT** piece and parcel of *Sali* (Agricultural) land measuring about **05 Cottah in Mouza – Mahishbathan**, J.L No. – 18, Touzi No. – 3 & 162, Revenue Survey No. – 203, comprised in **R.S/L.R Dag No. – 348** (corresponding C.S Dag No. – 338), **L.R. Khatian No. 342/1, 298/1, 701 & 702** in District North 24 Parganas under jurisdiction of Police Station – Bidhannagar East (erstwhile Police Station – Rajarhat) and under Bidhannagar Municipal Corporation Ward No – 28, hereinafter referred to as the said “**Swapan’s Land**”.

18. Subsequently said **Mr. Swapan Kumar Saha**, the Owner No. – 1 herein, mutated his name in the record in the concerned BL&LRO in respect of the said Swapan’s Land and he was assigned L.R Khatian No. 1454 and is continuing to pay the Khajna and all outgoings regularly.
19. By virtue of a **Sale Deed dated 14.12.2007**, registered in the office of the Additional District Sub Registrar, Bidhannagar (Salt Lake City) and recorded in Book No. – I, CD Volume No. – 6, Page from – 764 to 778, Being No. – 7012, for the year 2007, one **Bijan Halder**, son of Narendra Nath Halder and **Anita Halder**, wife of Bijan Halder jointly purchased **ALL THAT** piece and parcel of *Sali* (Agricultural) land measuring about **02 Cottah 08 Chitak** out of the said Plot of Land No. - 1 together with all easement rights from said Subhra Dutta and Rahul Dutta for a valuable consideration and became lawful joint owner and seized, possessed and well sufficiently entitled to above mentioned **02 Cottah 08 Chitak** land comprised in **R.S/L.R Dag No. – 348** in **Mouza – Mahishbathan**.
20. By virtue of a **Sale Deed dated 14.12.2007**, registered in the office of the Additional District Sub Registrar, Bidhannagar (Salt Lake City) and recorded in Book No. – I, CD Volume No. – 06, Page – 814 to 829, Being No. – 7015, for the year 2007, said **Bijan Halder**, son of Narendra Nath Halder and **Anita Halder**, wife of Bijan Halder jointly purchased **ALL THAT** piece and parcel of *Sali* (Agricultural) land measuring about **01 Cottah 04 Chitak** out of the Plot of Land No. – 1 and land measuring about **01 Cottah 04 Chitak** out of the Plot of Land No. – 2 in **TOTAL** about **02 Cottah 08 Chitak** together with all easement rights from said Subhra Dutta & Rahul Dutta and Sudeshna Chatterjee & Doyel Dasgupta (Nee Chatterjee) or a valuable consideration and became lawful owner and seized, possessed and well sufficiently entitled to above mentioned **02 Cottah 08 Chitak** land comprised in **R.S/L.R Dag No. – 348** in **Mouza – Mahishbathan**.
21. By virtue of abovementioned two Sale Deeds, viz, **Sale Deed dated 14.12.2007, Being No. - 7012** and **Sale Deed dated 14.12.2007, Being No. – 7015**, said **Bijan Halder and Anita Halder**, became lawful joint owner and seized, possessed and well sufficiently entitled to **ALL THAT** piece and parcel of *Sali* (Agricultural) land measuring about **05 Cottah** in **Mouza – Mahishbathan**, J.L No. – 18, Touzi No. – 3 & 162, Revenue Survey No. – 203, comprised in **R.S/L.R Dag No. – 348** (corresponding C.S Dag No. – 338), **L.R.Khatian No. - 342/1, 298/1, 701 & 702** in District North 24 Parganas under jurisdiction of Police Station – Bidhannagar East (erstwhile

Police Station – Rajarhat) and under Bidhannagar Municipal Corporation Ward No - 28, hereinafter referred to as the said “**Halder’s Land**”.

22. By virtue of a **Deed of Declaration dated 02.04.2008**, registered in the office of the Additional District Sub Registrar, Bidhannagar (Salt Lake City) and recorded in Book No. – I, CD Volume No. – 04, Page – 18382 to 18388, Being No. – 4432, for the year 2008, said Sudeshna Chatterjee&Doyel Dasgupta (Nee Chatterjee) solemnly declared that details of Momo of Consideration in Page No. – 8 of the **Sale Deed dated 14.12.2007**, registered in the office of the Additional District Sub Registrar, Bidhannagar (Salt Lake City) and recorded in Book No. – I, CD Volume No. – 06, Page – 814 to 829, Being No. – 7015, for the year 2007 are not given inadvertently and upon said declaration they mentioned the details of Momo of Consideration admitted by them.
23. Subsequently said **Bijan Halder and Anita Halder** mutated their names in the record in the concerned BL&LRO in respect of the said Halder’s Land and they were assigned L.R Khatian No. 1452 and 1453 respectively and they were continuing to pay the Khajna and all outgoings regularly.
24. By virtue of a **Sale Deed dated 23.03.2011**, registered in the office of the Additional District Sub Registrar, Bidhannagar (Salt Lake City) and recorded in Book No. – I, CD Volume No. – 7, Page from – 2243 to 2264, Being No. – 3641, for the year 2011, **Mrs. Poly Saha**, the Owner No. – 2 herein, purchased **ALL THAT** piece and parcel of *Sali* (Agricultural) land being said Halder’s Land measuring about **05 Cottah** in **Mouza – Mahishbathan**, J.L No. – 18, Touzi No. – 3 & 162, Revenue Survey No. – 203, comprised in **R.S/L.R Dag No. – 348** (corresponding C.S Dag No. – 338), **L.R. Khatian No. – 1452 and 1453**, in District North 24 Parganas under jurisdiction of Police Station – Bidhannagar East (erstwhile Police Station – Rajarhat) and under Bidhannagar Municipal Corporation Ward No - 28 together with all easement rights from said Bijan Halder and Anita Halder and became lawful owner and seized, possessed and well sufficiently entitled to above mentioned about **05 Cottah** land comprised in **R.S/L.R Dag No. – 348** in **Mouza – Mahishbathan**, hereinafter referred to as the “**Poly’s Land**”.
25. Subsequently said **Mrs. Poly Saha**, the Owner No. – 2 herein, mutated her name in the record in the concerned BL&LRO in respect of the said Poly’s Land and he was assigned L.R Khatian No. 1813 and is continuing to pay the Khajna and all outgoings regularly.
26. Thus said **Mr. Swapan Kumar Saha**, the Owner No. – 1 herein, and **Mrs. Poly Saha**, the Owner No. – 2 herein, became the owner two contiguous plot of land namely said Swapan’s Land and Poly’s Land respectively **TOTALLY** measuring about **10 Cottah** land together with all easement rights **R.S/L.R Dag No. 348** in **Mouza – Mahishbathan**. hereinafter referred to as the said “**Demised Land**”, more fully and particularly mentioned in the **Schedule – A** written below.

**BACK GROUND OF PLAN OF DEVELOPMENT AMONGST THE OWNERS OF DEMISED LAND**



27. The Owners herein are desirous of developing the said **Demised Land**, herein after referred to as the said "**PROJECT LAND**", more fully and particularly described in the "**Schedule – A**" written below, by constructing several residential-cum-commercial building/buildings consisting of several flats/apartments, shops, commercial spaces, Parking Space s and portions etc. along with common areas and facilities and amenities, hereinafter referred to as the said "**PROJECT**", on the said **Project Land**.
28. The Owners herein due to their incapacity of technical knowledge and paucity of funds and time have decided to develop the said **Project Land** with a suitable developer who has got the adequate experiences and also all capability and/ or means to undertake development of such **Project**.

### **BACK GROUND OF THE JOINT VENTURE DEVELOPMENT AGREEMENT**

29. The Owners herein of the **Project Land** and the Developer/Promoter herein had a detailed discussion about the prospects of the said **Project** and they have agreed to work on a "Principal-to-Principal" basis for mutual benefit and have decided on the roles and responsibilities in respect of development of the said **Project Land** and implementation of the said **Project** thereon.
30. The Owners herein executed a **Joint Venture Development Agreement dated 22<sup>nd</sup> day of June, 2023**, duly registered in the office of the Additional Registrar of Assurances – II, Kolkata and duly recorded in Book No. - I, Volume No. – 1902-2023, Pages – 265116 to 265177, Being No. - 190208303 for the year 2023, in favour of the Developer/Promoter in respect of their share in the said **Project Land** for development of the said **Project Land** and implementation of the said **Project** thereon subject to the terms and conditions mentioned therein.
31. To give effect to said **Joint Venture Development Agreement dated 22<sup>nd</sup> day of June, 2023** and to facilitate the said development work along with all related and incidental work in the said the **Project Land**, the Owners herein executed a **General Power of Attorney dated 22<sup>nd</sup> day of June, 2023** duly registered in the office of the Additional Registrar of Assurances – II, Kolkata and duly recorded in Book No. - I, Volume No. – 1902-2023 Pages – 265899 to 265932 Being No. - 190208329 for the year 2023, in favour of nominees the Developer/Promoter herein to authorize and enable the Developer/Promoter herein to do and caused to be done all and every deeds and things for the purpose of giving effect to the said Registered **Joint Venture Development Agreement dated 22<sup>nd</sup> day of June, 2023**, along with the right to execute and register Agreement for Sale, Deed of Sale, all other Deed of Transfer, agreements etc and to receive all booking/earnest money, total considerations money and other money in respect of Developer's Allocation in the said **Project** and any part thereof together with the right to handing over the khas physical possession of the sold flats/apartments, shops, commercial spaces, Parking Space s and portions to the intending purchasers.
32. The Owners herein converted the nature their said **10 Cottah (Equivalent to 668.896 Square Meter)** of **Project Land in Mouza – Mahishbathan** in respect of respective L.R Khatians being 1454 and 1813 in the record of the

concerned BL&LRO from **Sali (Agricultural) to Housing Complex** vide Memo No. CON/1496/BLLRO/RAJ/23 dated 12.10.2023 and Memo No. CON/1495/BLLRO/RAJ/23 dated 12.10.2023, respectively duly issued by the BL&LRO, Rajarhat, North 24 Parganas.

33. By virtue of the **Deed of Amalgamation dated** .....the Owners herein duly amalgamated the said **Project Land** into a single plot of land, hereinafter also referred to as the said **Amalgamated Property**, more fully and particularly described in the **Schedule – A** written bellow.
34. Upon physical measurement of the said **Project Land** it is found that due to expansion of adjacent public road and construction of *pucca* drainage system the total area of the said **Project Land** got diminished by **42.696 Square Meter** and the **NET AREA** of the said **Project Land** became **ALL THAT** piece and parcel of **Housing Complex** land **Totally** measuring about **09 Cottah 05 Chitak 35 Square Feet (equivalent to 626.20 Square Meter)**.
35. Afterward the Developer/Promoter herein obtained all required consents, approvals, sanctions, clearance, NOCs and permissions, etc. in respect of the said **Project** and also obtained **Building Sanctioned Plan vide No.** ..... **dated** .....approved by the Bidhannagar Municipal Corporation (hereinafter the “**BMC**”). The Developer/Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the **Real Estate (Regulation and Development) Act, 2016** (hereinafter the “**ACT**”) and other laws as applicable.
36. The said **Project** is named as “.....”.
37. Upon executing a **Supplementary Agreement dated** .....the Owners herein and the Developer/Promoter herein have duly demarcated their respective allocation in the said **Project** in the light of said **Joint Venture Development Agreement dated 22<sup>nd</sup> day of June, 2023**.
38. The BMC has granted the commencement certificate to develop the **Project** vide approval dated bearing no. \_\_\_\_\_;
39. The Developer/Promoter herein has registered the said **Project** under the provisions of the said Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_\_; on \_\_\_\_\_ under registration no. \_\_\_\_\_
40. The Developer/Promoter herein is constructing the said **Project** in accordance with the said **Building Sanctioned Plan** as per the specification mentioned in the said abovementioned registered **Joint Venture Development Agreement dated 22<sup>nd</sup> day of June, 2023** at their cost and expenses.

41. The Developer/Promoter herein is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer/Promoter regarding the said **Project Land** on which the said **Project** is to be constructed have been completed.
42. The Allottee/Purchaser herein had applied for an **Apartment & Parking Space** in the said **Project** vide Application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted the following out of the **Developer's Allocation**:

**Apartment:**

- (i) **Apartment No. – .....**  
 (ii) **Block No. - .....**  
 (iii) **Building No. - .....**  
 (iv) **Carpet Area of the Apartment – about .....Square Feet**  
 (v) **Type of Apartment –.....BHK**  
 (vi) **Floor – .....**

hereinafter referred to as the said "**Apartment**"

**Parking Space :**

- (i) **Covered Parking Space No. - .....**  
 (ii) **Area of Parking Space – about .....Square Feet**  
 (iii) **Floor - .....**

hereinafter referred to as the said "**Parking Space** "

as permissible under the applicable law and of pro rata share in the common areas (hereinafter the "**Common Areas**") as defined under Clause (n) of Section 2 of the Act, hereinafter jointly referred to as the said "**Unit**", more fully and particularly described in **Schedule – B** written hereunder and the Floor Plan of the **Apartment & Parking Space** are annexed hereto and marked as **Annexure** written hereunder and delineated in **RED border**.

43. By virtue of an (unregistered) **Agreement for Sale dated .....day of ....., .....**, the Allottee/Purchaser herein agreed to purchase said Unit in the said **Project out of the Developer's Allocation**, TOGETHER WITH undivided proportionate share land in said **Project Land** described in the **Schedule "A"** written below, ALONG WITH right to common uses of the common parts, areas, portions, facilities and amenities in the said **Project**, described in the **Schedule "C"** written below, TOGETHER WITH proportional common expenses and obligations of the said **Project**, described in the **Schedule "D"** written below ALLONG WITH easement and quasi-easement described in **Schedule – E** written below and the Owners and the Developer/Promoter agreed to sell the said Unit, at a total consideration money of **Rs. ..../- (Rupees .....)** **Only Inclusive of the GST**, herein after referred to as the "**Total Price**", breakup of the said **Total Price** is mentioned in the **Schedule – F** written below.

44. The Owners herein and the Developer/Promoter herein represents and assures the Allottee/Purchaser herein as follows:-

- (i) That the Owners are the absolute owners of the said **Project Land**;
- (ii) That the Developer/Promoter is the sole and absolute owner of the said Unit;
- (iii) That there is no suit or proceeding pending in the matter of the title of the **Project Land** of the Owners and the tile of the Developer/Promoter in respect of the said Unit or any part thereof or otherwise;
- (iv) That the said **Project Land** and the said Unit are free from all encumbrances charges, trustees, liens, lispendens, attachments and liabilities whatsoever.
- (v) The Owners have the indefeasible title over the said **Project Land** and the Developer/Promoter has the indefeasible title over the said Unit;
- (vi) Save and except the Allottee/Purchaser, the Developer/Promoter has not sold, transferred, conveyed and/or executed any Agreement for Sale in respect of the said Unit in favour of the third party;
- (vii) There is no legal bar or impediment restraining the Developer/Promoter from selling, transferring and/or dealing with disposing of the said Unit in any manner whatsoever;
- (viii) That no notice or order of acquisition or requisition of or alignment on the said Unit and/or **Project Land** or any part thereof has been received or served upon the Owners and/or Developer/Promoter or Owners and/or Developer/Promoter have any knowledge or are aware of any such notice or order of acquisition or requisition of alignment on the said Unit and/or **Project Land** or any part thereof;
- (ix) The said Unit is free from all encumbrances, charges, liens, lispendens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever. The Developer/Promoter has good, clear and marketable title in respect of the said Unit;
- (x) That the said Unit is in the "Khas" possession of the Developer/Promoter and no other person or entity whatsoever or howsoever has claimed or could claim or has any right of possession or occupation ever in "Khas" possession.

45. The Allottee/Purchaser herein represents and assures the Owners herein and the Developer/Promoter herein as follows:

- (i) That the Allottee/Purchaser has inspected the relevant deeds, documents in connection with the title and authority of the Owners and the Developer/Promoter in respect of the said **Project Land** and the said Unit and thoroughly gone through the all deeds, documents, Project Sanction Plans etc. and made necessary searches in the offices of the concerned authorities and got satisfied with the same.
- (ii) That the Allottee/Purchaser is fully satisfied with the title and

authority of the Owners and the Developer/Promoter in respect of the said **Project Land**, **Project** and the said Unit and have agreed not to raise any objection or dispute whatsoever or howsoever over and in respect thereof.

- (iii) That the Allottee/Purchaser is fully satisfied with the workmanship and quality of construction of the said Unit and the **Project** Building/s, the structural stability of the said **Project** Building/s and the various areas installations and facilities in or for the said **Project** Building/s for the common use and enjoyment.
- (iv) That the Allottee/Purchaser is fully satisfied with the total area comprised in the said Unit and the fittings and fixtures provided therein.
- (v) That the Allottee/Purchaser is fully satisfied with the facts hereinbefore recited and thoroughly verified the same.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

1. The expressions "Owners", "Promoter/Developer", "Allottee/Purchaser", "its" or such other expressions as appear herein shall be deemed to include the masculine, feminine or plural thereof where the context so admits.
2. In pursuance to the said **Agreement for Sale dated .....** day of ....., .....the Purchaser has paid to the Promoter a sum of **Rs. ....../-** (**Rupees .....**) **Only** being the part payment or advance of the said **Total Price** of **Rs. ....../-** (**Rupees .....**) **only** of the said Unit, whereof the Promoter do hereby admit and acknowledge the same.
3. On or before the execution of this presents, the Purchaser paid the balance of the **Total Price** amounting to **Rs. ....../-** (**Rupees .....**) **only** to the Promoter, the receipt of whereof the Promoter do hereby admit and acknowledge.
4. The Promoter, being the lawful absolute owner and absolutely seized, possessed of and/or otherwise well sufficiently entitled to the said Unit out of the **Developer's Allocation**, the Owners and the Promoter do hereby sell, grant, convey, transfer, assign and assure the said Unit, described in the **Schedule "B"** written below, TOGETHER WITH undivided proportionate share land in said **Project Land** described in the **Schedule "A"** written below, ALONG WITH right to common uses of the common areas, facilities and amenities with the other Co-Owners in the said **Project** as described in the **Schedule "C"** written below, TOGETHER WITH obligation to bear proportional common expenses and obligations of the said **Project** with the other Co-owners as described in the **Schedule "D"** written below AND ALLONG WITH easement and quasi-easement and other stipulations and provisions in connection with the beneficial use and enjoyment of said Unit as described in **Schedule – E** written below, to the Purchaser free from all

encumbrances and liabilities along with all the estate, right, title, interest, use, inheritance, possession benefit, claim and demand whatsoever of the Owners and the Promoter have in the said Unit forever absolutely and to be held as heritable and transferable immovable property of the Purchaser.

5. TO HAVE AND TO HOLD the said Unit and every part thereof unto and to the use of the Purchaser absolutely and forever SUBJECT TO the Purchaser's covenants and agreements hereunder contained and on the part of the Purchaser to be observed fulfilled and performed AND ALSO SUBJECT to the Purchaser paying and discharging all municipal and other rates taxes and impositions on the said, Unit wholly and the common expenses proportionately and all other outgoings in connection with the said Unit wholly and the said **Project** premises and in particular the Common Areas Installations and Facilities proportionately.
6. The Purchaser shall at all times hereafter peaceably and quietly enter upon hold, occupy, possess and enjoy exclusively the said Unit and receive rents, issues, profit, income thereof without any suit, lawful eviction interruption hindrance, disturbance and claim and demand from by the Owners and the Promoter or any person or persons having the lawfully or equitably claiming any estate, right, title or interest whatsoever or howsoever in the said Unit from under or in trust for the Owners and the Promoter and free and freely clear and clearly and absolutely acquitted, exonerated and forever discharge or otherwise or otherwise by the Owners and the Promoter well and sufficiently saved, kept harmless, defended and indemnified of, from and against all charges, lispendant and encumbrances whatsoever made done executed or knowingly suffered by the Owners and the Promoter.
7. The Purchaser shall also be entitled to sell, mortgage, lease, or otherwise alienated the said Unit hereby conveyed.
8. That the Promoter hereby hands over all photocopied Deed, Documents, Agreements, Plans, etc. in respect of title of the said Unit to the Purchaser.
9. That the Promoter hereby does hand over the vacant and *khas* possession of the said Unit physically in favor of the Purchaser and the Purchaser accepts the same with full satisfaction in all respect and shall not raise any objection in future regarding any matter whatsoever.
10. **THE OWNERS AND THE PROMOTER HEREBY COVENANT WITH THE PURCHASER as follows:-**
  - (i) The interest which the Owners and the Promoter do hereby profess to transfer subsists and that the Owners and the Promoter have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser the said Unit wholly and the said **Project** premises and in particular the Common Areas, installations, facilities and amenities In the manner aforesaid.
  - (ii) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the

provisions herein contained, to hold use and enjoy the said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Owners and the Promoter or any person or persons claiming through under or in trust for the Owners and the Promoter.

- (iii) The Owners and the Promoter shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Unit hereby granted sold conveyed and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.
- (iv) The Owners and the Promoter unless prevented by fire or some other irresistible force or accident shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to his attorneys or agents before or at any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds In connection with the said **Project Land** and the **Project** and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

11. **THE PURCHASER DOETH HEREBY COVENANT WITH THE OWNERS AND THE PROMOTER as follows:**

- A) The Purchaser so as to bind himself to the Owners and the Promoter and the other Co- owners and so that this covenant shall be for the benefit of the said **Project** and other units therein and every part thereof hereby covenants with the Owners and the Promoter and with all the other Co-owners that the Purchaser and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said **Agreement for Sale dated.....**
- B) The Purchaser shall not be entitled to raise any dispute against or claim any amount from the Promoter or any of them on account of any bad workmanship or inferior quality of materials or fittings or fixtures used in the said Unit or in the Building nor on account of any constructional defect in the said Unit or in the **ProjectBuilding** Provided That in case any purported defect in the construction of the said **Apartment & Parking Space** or in the materials used therein is noticed by the Purchaser within **05 (Five) years** from the date hereof or the date of delivery of possession of the said Unit to the Purchaser, whichever be earlier, the Purchaser shall immediately bring the same to the notice of the Promoter and unless the purported defect has arisen due to any act or omission on the part of the Purchaser or his

agents, the Promoter shall wherever possible, rectify the purported defect without charge to the Purchaser.

- C) As a matter of necessity, the Purchaser, in using and enjoying the said Unit and the Common Areas, Installations, facilities and amenities etc. binds himself and covenants to observe fulfill and perform the rules regulations obligations covenants and restrictions as may be made applicable by the Promoter and subsequently the Apartment Owners' Association from time to time for the quiet and peaceful use enjoyment and management of the Common Areas, Installations, facilities and amenities etc. and other common purposes and in particular those mentioned herein and in the **Agreement for Sale dated**.....
- D) The Purchaser shall regularly and punctually pay the Maintenance Charges as decided by the Promoter and subsequently by the Apartment Owners' Association, with effect from the Date of Possession Letter, the amounts charges expenses taxes and outgoings including, inter alia, the following:
- (i) Municipal rates and taxes, drainage tax, tube-well tax, water tax (if any) assessed on or in respect of the said Unit directly to The BMC Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay and/or deposit the proportionate share of rates and taxes of the said New **Project** Building(s) and/or the **Project** Premises in the Suspense Account of the the Promoter and subsequently the Apartment Owners' Association;
  - (ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit and/or the New **Project** Building(s) and/or the **Project** Premises and whether demanded from or payable by the Purchaser or the Owners and Promoter and the same shall be paid by the Purchaser wholly in case the same relates to the said Unit and proportionately in case the same relates to the and/or the New **Project** Buildings and/or the **Project** Premises as a whole;
  - (iii) Electricity charges for electricity consumed in or relating to the said Unit and until a separate electric meter is obtained by the Purchaser for his Unit, the Promoter and subsequently the Apartment Owners' Association shall (subject to availability) provide a reasonable quantum of power in the said Unit from their own existing sources and the Purchaser shall pay electricity charges to the Promoter and subsequently the Apartment Owners' Association, as the case may be, based on the reading shown in the sub-meter provided for the said Unit at the rate at which the Promoter and subsequently the Apartment Owners' Association, as the case may be, shall be liable to pay the same to concerned Electricity Authority;



- (iv) Charges for enjoying of the DG Power at the time of power-cut, subject to availability, provided to the Purchaser in the said Unit by the Promoter and subsequently the Apartment Owners' Association, as the case may be, from the common Generator and the same shall be chargeable as per the consumption at the rate to be decided by the Promoter and subsequently the Apartment Owners' Association, as the case may be, and payable to the Promoter and subsequently the Apartment Owners' Association, as the case may be, along with maintenance charges and the Purchaser shall bear the proportionate cost of the DG Power use in the common areas, facilities and amenities of the **Project**;
- (v) Proportionate share of all Common Expenses (including those mentioned in the **Schedule - D** hereunder written) payable to the Promoter as a rate determined by the Promoter and subsequently to the Apartment Owners' Association as determined by the Association, as the case may be, from time to time. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter and subsequently the Apartment Owners' Association, as the case may be, at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services;
- (vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid maintenance charges, rates taxes cess duties impositions and/or outgoings proportionately or wholly as the case may be.

D.1) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within **7th day of the month** for which the same be due In case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 (seven) days of the demand being made by the Promoter and subsequently the Apartment Owners' Association, as the case may be. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, In case the same is left in the said **Apartment** or in the letter box in the Ground Floor of the Building/s earmarked for the said **Apartment**.

D.2) While calculating the area corresponding to the Purchasers' proportionate undivided area in the Common Areas and Installations under clause D.1 hereinabove, the Promoter and subsequently the Apartment Owners' Association, as the case may be, is expressly agreed that the Certificate of the Architect as regards proportional the Common Areas, Installations, facilities and amenities etc. of the said Unit, shall be final and binding upon the parties hereto.

- E) The provisions terms conditions and covenants pertaining to defaults in payments or deposits of the maintenance charges, municipal rates and taxes,

Common Expenses or any other amount payable by the Purchaser as aforesaid, as also pertaining to Purchaser's right of user and enjoyment of the said Unit and the Common Areas, Installations, facilities and amenities etc. shall be fixed by the Promoter and subsequently the Apartment Owners' Association and binding upon the parties herein. Other provisions relating to Common Areas, Installations, facilities and amenities etc. shall be the same as mentioned herein and in the **Agreement for Sale dated**, whereby the Purchaser had agreed to purchase the said Unit (save to the extent modified by these presents) and all of which shall apply mutatis mutandis, and the same are not being repeated herein and the Purchaser shall be bound to observe fulfill and comply with the same and shall also be liable for consequences for non-compliance or non-fulfillment in the same manner as therein contained.

- F) The Purchaser shall within 6 (six) months from the date hereof apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of The BMC and the Promoter shall fully co-operate with the Purchaser,
- G) Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the Promoter and the Purchaser as follows:
- (i) The Promoter shall have the right to grant any person the exclusive right to park cars or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces inside the **Project** and also the covered spaces in the ground floor and the Basement (if any) (including parking spaces but not the one expressly provided for to the Purchaser under these presents) in such manner as the Promoter shall think fit and proper.
  - (ii) The proportionate share of the Purchaser in various matters referred herein shall be such as be determined by the Promoter and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
  - (iii) Save the said Unit the Purchaser shall not have nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces in the said **Project** and the Promoter and the Owners (in case of Owner's Allocation) shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter and the Owners (in case of Owner's Allocation) in their absolute discretion shall think fit and proper and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or oppose or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter and the Owners (in case of Owner's Allocation).

- H) The said Unit and rights hereby sold to the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Purchasers shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- I) The Purchaser shall not claim division or partition of the said **Project Land** and/or the said **Project** thereon, and common areas, installations, facilities and amenities within the same.
- J) If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said premises and/or the said **Project** as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Purchaser partly or wholly as the case may be within 7 (seven) days of a demand being made by the **Promoter** without raising any objection thereto.
- K) The said **Project**, wherein the said Unit is situated, shall bear the name "**THE AVENUE**" unless changed by the Promoter.
- L) Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the Parties shall raise any objection as to service of notice deemed to have been served aforesaid.
- M) The Purchaser shall have the right protect the said Unit without causing any structural alteration thereof.
- N) The Purchaser shall use the said the **Apartment** only for Residential purpose not any other purpose and the **Parking Space** for the parking purpose only not any other purpose.
- O) The Purchaser shall abide by all terms and conditions, covenants mentioned herein and the **Agreement for Sale dated**.....

#### SCHEDULE – A

(SAID PROJECT LAND/AMALGAMATED PROPERTY ABOVE REFERRED TO)

**ALL THAT** piece and parcel of **Housing Complex** land as per record measuring about **10 Cottah (Equivalent to 668.896 Square Meter)** and as per physical measurement about **09 Cottah 05 Chitak 35 Square Feet (equivalent to 626.20**

**Square Meter)** in **Mouza – Mahishbathan**, J.L No. – 18, Touzi No. – 3 & 162, Revenue Survey No. – 203, comprised in **R.S/L.R Dag No. – 348** (corresponding C.S Dag No. – 338), **L.R. Khatian No. - 1454 & 1813**, in District North 24 Parganas under jurisdiction of Police Station – Bidhannagar East (erstwhile Police Station – Rajarhat) and under Bidhannagar Municipal Corporation Ward No - 28, Kolkata – 700102 and delineated in **RED** borders in the map or plan annexed hereto and butted and bounded in the manner as follows:-

**On the North** : R.S/L.R Dag No. – 348 (Part)  
**On the South** : R.S/L.R Dag No. – 348 (Part)  
**On the East** : 23.5 Feet wide Mahishbathan Main Road  
**On the West** : 18 Feet Wide Road

**SCHEDULE – B**  
**(SAID UNIT ABOVE REFERRED TO)**

**APARTMENT**

**ALL THAT** one under construction self-contained Residential Apartment being No.....measuring about .....**Carpet Area**, being the Apartment name, ....., situated on the ..... **Floor** of the said **Project out of the Developer’s Allocation** in the **Project** known as “.....” Together with undivided proportionate share of the land underneath the building described in the **Schedule “A”**, along with right to common uses of the common area, amenities and facilities in the said **Project**, delineated with “Red” border in the Floor Plan marked as **Annexure – A**.

**PARKING SPACE**

**ALL THAT** one under construction Parking Space being No. -....., measuring about ..... **Square Feet**, situated on the **Ground Floor** of the said **Project out of the Developer’s Allocation** in the **Project** known as “.....” Together with undivided proportionate share of the land underneath the building described in the **Schedule “A”**, along with right to common uses of the common area, amenities and facilities in the said **Project**, delineated with “Red” border in the Floor Plan marked as **Annexure – B**.

**SCHEDULE – C**

**(COMMON AREAS, AMENITIES & FACILITIES ABOVE REFERRED TO)**

**A. COMMON AREAS:**

- (i) the entire land for the real estate **Project** or where the **Project** is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
- (ii) All staircases of the **Project** along with their full and half landings with stair covers on the ultimate roof, lifts, staircase and lift lobbies;
- (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
- (iv) Common entrance and exit gates of the said **Project**;

- (v) Paths, passages and driveways in the said **Project** other than those reserved for exclusive use of any Co-owner;
- (vi) Decorated drop-off in the ground floor entrance of the blocks;
- (vii) Exclusive Entrance Lobby in the Ground Floor of each Block;
- (viii) Exclusive lounge in the Ground floor;
- (ix) Reserved space in the open compound of the said **Project** for parking of two motor cars for visitors to the Apartment/Shop/Commercial Space holders;
- (x) Ultimate roof of the building with decorations and beautification;
- (xi) Residents' Club with well-equipped Gymnasium;
- (xii) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s;
- (xiii) Demarcated space for Diesel Generator set of sufficient capacity.
- (xiv) Effective Fire fighting system with fire escapes and Fire pump Rooms;
- (xv) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes there from connecting to different apartments/shops/commercial spaces;
- (xvi) Underground and Over head water reservoir;
- (xvii) Water waste and sewerage evacuation pipes from the apartments/shops/commercial spaces to drains and sewers, common to the **Project** and from there to the municipal drain;
- (xviii) Electrical rooms in the ground floor;
- (xix) DG panel room in the ground floor;
- (xx) Security control Room for darwan / security guards in the ground floor of each block;
- (xxi) Drivers seating benches in the car parking area;
- (xxii) Common toilets in the Ground Floor;
- (xxiii) Iron removal plant;
- (xxiv) Space earmarked for Electrical transformer with transformer installed thereat of requisite rating to cater to need of electrical power in the premise to the extent of quantum mentioned herein;
- (xxv) Boundary walls.
- (xxvi) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (xxvii) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (xxviii) all community and commercial facilities as provided in the real estate **Project**;
- (xxix) all other portion of the **Project** necessary or convenient for its maintenance, safety, etc., and in common use;
- (xxx) Water, Drainage and Plumbing: (a) UGR/OHT (b) All pipes and fittings for water supply (save those inside any Apartment,) (c) Water Treatment Plant (d) all the pipes and fittings provided for sewage and drainage line including connection to the BMC main drain;
- (xxxi) Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Pump and Motor, (c) Lift with all its installations.

## B. FACILITIES AND AMINITIES:

1. Power Backup (24 Hours) by providing Diesel Generator (10 KVA)

2. Transformer Installation of 60 KVA. 4 Lift of 4 (Four) Passengers will be installed 5 Iron Removal Plant will be installed.
3. CCTV at common areas
4. Fire fighting equipments on each floor
5. Lightning Arrester

Others: Other common area and installations and/or equipment as may be provided in the **Project**, which are not included in the aforesaid schedule, for common use and enjoyment.

\*\*\* Disclaimer- all amenities are indicative and subject to changes

**SCHEDULE – D**  
**(COMMON EXPENSES ABOVE REFERRED TO)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters, water pipes for all purposes, drains, electric cables and wires in under or upon the Said Building/s and enjoyed or used by the co-owners in common with each other, main entrance and exit gates, landings and staircases of the said Building/s and enjoyed by the co-owners in common as aforesaid and the boundary walls of the said **Project**, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said **Project** so enjoyed or used by the co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (Including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well etc., as applicable) and also the costs of repairing, renovating and replacing the same and also including the costs/charges incurred/to be incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) Including their bonus, other emoluments, benefits etc.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the said **Project** (save those assessed separately in respect of any apartment/flat, shop room, commercial space, Parking Space etc.).
5. **INSURANCE:** Insurance premium, If incurred for insurance of the said Building/s/**Project** and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the presently Promoter and subsequently Apartment Owners' Association for the common purposes.

**SCHEDULE - E**  
**(EASEMENTS)**

1. The Allottee shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto Excepting And Reserving unto the Owners, Promoter and the other Co-owners and the Apartment Owners' Association the rights easements quasi easements privileges and appurtenances hereinafter more fully and particularly set forth below.
2. The right of access and way in common with the Owners, Promoter and/or other occupiers of the said **Project** at all times and for all normal residential purposes connected with the use and enjoyment of the common areas installations and facilities.
3. The right of way in common as aforesaid at all times and for all purposes connected with reasonable use and enjoyment of the said Unit PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Allottee or any person, deriving title under him or his servants agents and invitees to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the Owners, Promoter and the other Co-owners and the Apartment Owners' Association entitled to such way as aforesaid.
4. The right of protection of the said Unit by and from all parts of the **Project** so far as they now protect the same.
5. The right of flow in common as aforesaid of electricity water and waste or soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the other parts of the premises so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
6. The right of the Allottee with or without workmen and necessary materials to enter from time to time upon the other parts of the **Project** for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing or cleaning any part or parts of the building

and the Common Areas and Installations Insofar as such rebuilding repairing replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of his intention so to enter to the Owners, Promoter and/or Apartment Owners' Association and/or the co-owner affected thereby.

The undermentioned rights easements quasi easements and privileges appertaining to the premises shall be excepted and reserved for the Owners, Promoter and other Co-owners and/or occupiers of the other part or parts of the **Project**:

1. The right of access and way in common with the Allottee and/or other person or persons entitled to the other part or parts of the **Project** at all times and for all purposes connected with the use and enjoyment of the common areas installations and facilities.
2. The right of flow in common with the Allottee and other person or persons as aforesaid of electricity water and waste or soil from and to any part (other than the said Unit) of the other part or parts of the **Project** through pipes drains wires conduits lying or being in under through or over the said Unit and all other parts of the **Project** as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the **Project**.
3. The right of protection of other part or parts of the **Project** by all parts of the said Unit so far as they now protect the same.
4. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the **Project**.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid provided always that except in emergent situation the Owners, Promoter and Apartment Owners' Association and the occupiers of other part or parts of the **Project** shall give to the Allottee a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

#### **SCHEDULE – F**

**(TOTAL PRICE ABOVE REFERRED TO)**

PARTICULARS	PRICE (IN INR)
<b>PART – I : Consideration</b>	
Apartment Price	
Parking Space Price	
<b>TOTAL (A)</b>	



<b>PART – II : Other Charges and Deposits</b>	
<b>TOTAL (B)</b>	
<b>PART – III : TAXES</b>	
GST on Apartment Price	
GST on Parking Space Price	
GST on Other Changes and Deposits	
<b>TOTAL (C)</b>	
<b>G R A N D T O T A L ( A + B + C )</b>	
<b>In Word: Rupees..... only</b>	

**MEMO OF CONSIDERATION**

**WE**, the Developer herein, received from the **Purchaser** herein, a sum of **Rs.** ...../- (**Rupees** .....) **only** towards the above mentioned **Total Price** of the said Unit consisting of said **Apartment and Parking Space Exclusive of the GST PLUS Charges & Deposits of Facilities and Amenities Exclusive of the GST PLUS Applicable GST** as per these presents in following manner:

<b>Date</b>	<b>Cheque/ D.D. No.</b>	<b>Drawn on the Purchaser A/C</b>	<b>Amount (in INR)</b>
<b>TOTAL</b>			<b>RS...../-</b>

**SIGNED, SEALED & DELIVERED**

**IN THE PRESENCE OF :**

1.

**SIGNATURE OF  
THE DEVELOPER/PROMOTER HEREIN**

2.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET AND  
SUBSCRIBE THEIR RESPECTIVE HANDS AND SEAL ON THE DAY MONTH  
AND YEAR FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED  
IN KOLKATA IN PRESENCE OF :

1.

SIGNATURE OF  
.....  
LAWFUL CONSTITUTED ATTORNEY  
OF THE OWNERS HEREIN

2.

SIGNATURE OF  
THE DEVELOPER/PROMOTER  
HEREIN

SIGNATURE OF  
THE ALLOTTEE/PURCHASER  
HEREIN

Drafted and Prepared in my office:

Subhabrata Das  
Advocate  
High Court at Calcutta  
Enrolment No. WB/1114/2001

VALUE HOMES REALTECH PVT. LTD.,



Director