



प्रतिबद्ध पश्चिम बंगाल WEST BENGAL

84AB 347625

THE NOTARY
GOVERNMENT OF INDIA
Serampore Court

BEFORE THE NOTARY AT SERAMPORE
TO WHOM SO EVER IT MAY CONCERN

I, Dibyendu Koley, son of Late Samar Nath Koley, aged about 40 years,
residing at 82, A.P. Addya lane, P.O. Sheroaphuli, P.s. Serampore, dist.
Hooghly, Pin-712223, promoter of the proposed project of hereby solemnly
declare, undertake and state as under:

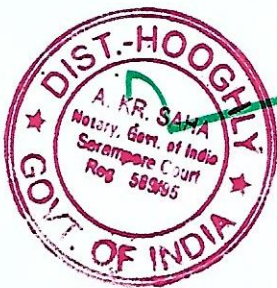
MAA DURGA CONSTRUCTION

Dibyendu Koley
Proprietor

13 MAY 2024

Ashok Kumar Saha
Advocate
Serampore Court
WB/619/1978

1. That the Agreement For Sale/ builder & buyer agreement of my project namely, "SISIR KUNJA" at 17/1 G.T. Road, P.O. Sheroaphuli, P.S. Serampore, dist. Hooghly, Pin-712223 under Baidyabati Municipality, ward No. 10, is in accordance with annexure- A of the West Bengal Real Estate (Regulation & Development) Rules, 2021.
2. That none of the terms and conditions of the Agreement for Sale presented by us violate the provisions of the Real Estate (Regulation & Development) Act, 2016 & West Bengal Real Estate (Regulation & Development) Rules, 2021.
3. That If any provision in Agreement for Sale is in contravention with the Real Estate (Regulation & Development) Act, 2016 & The West Bengal Real Estate (Regulation & Development) Rules, 2021, the provisions of the said Act & rules shall prevail in those cases.
4. That if any contradiction arises in the future the Deponent will be responsible for it.



ATTESTED

A. KR. SAHA
Notary Govt. of India
Serampore Court
Reg No. 589/95

13 MAY 2024

MAA DURGA CONSTRUCTION

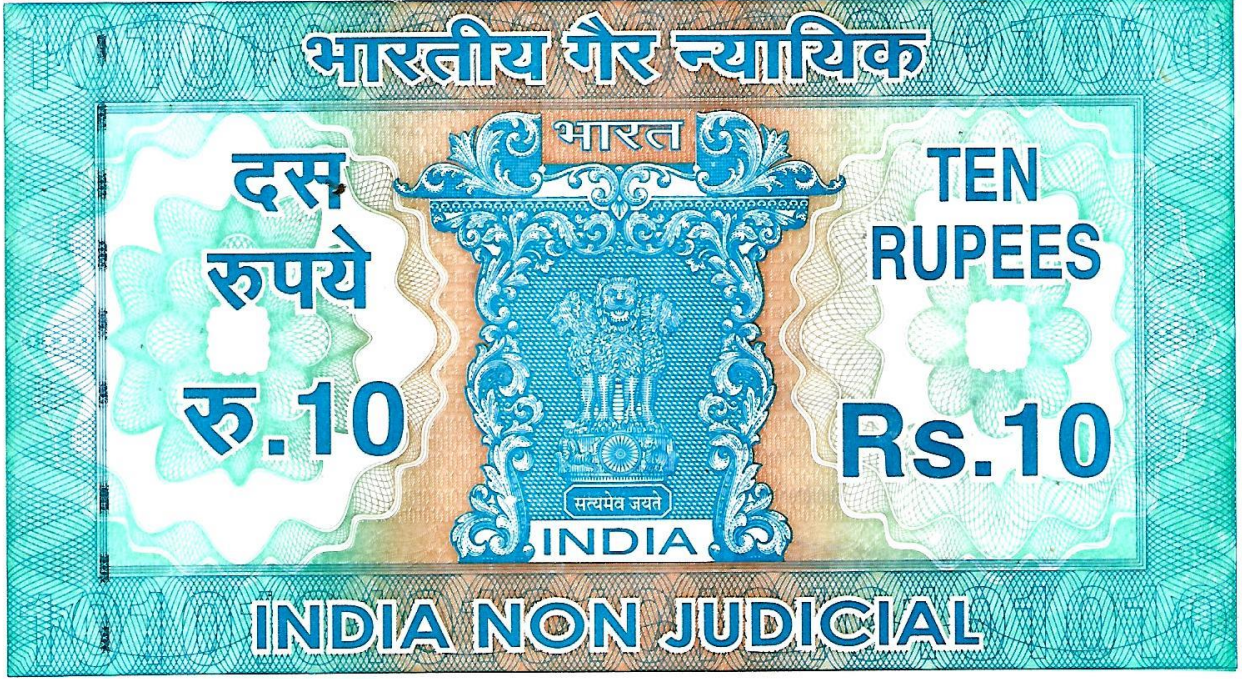
Dibyendu Koley
Proprietor

Deponent

Dibyendu Koley

Ashok Kumar Saha

Ashok Kumar Saha
Advocate
Serampore Court
WB/619/1978



शुद्धिबद्ध पश्चिम बंगाल WEST BENGAL

84AB 382937

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this 15th day of June, 2024

By and Between

M/S RAJ LAXMI CONSTRUCTION (Pan No. AAKFR2767D), A PARTNERSHIP Firm have its registered office at 27/1 K.L. Goswami Sarani, P.O. Mahesh, P.S. Serampore, District- Hooghly, Pin-712202, represented by its partners (1) SRI **SHYAMAL KUMAR BOSE**, S/o Lt. Makhan Lal Bose, (PAN NO. ADLPB9552A) by faith - Hindu, by occupation - Business, residing at. FL/204, Harinandan Rajlaxmi Complex, 450, G.T. road, P.O. Mahesh, P.S. Serampore, dist.- Hooghly, Pin-712202, (2) SRI SAMIR DEY, S/o Late Gour Mohan Dey, (PAN AGRPD3736H) by faith- Hindu, by occupation- Business, residing at G. T.Road, P.O. Mahesh, P.S. Serampore, dist.- Hooghly, Pin-712202, hereinafter referred to as the '**OWNERS**' (which expression shall unless excluded by or repugnant to the subject or context be deemed to include there and each of their heirs, executors, administrators, representatives and /or assigns) of the **OF THE FIRST PART**

And

M/S MAA DURGA CONSTRUCTION, a sole proprietorship concern represented by its sole proprietor **SRI DIBYENDU KOLEY** (BLHPK5978A) son of Late Samar Nath Koley, by faith- Hindu, by Occupation- Business, by citizen- Indian, residing at 82, A.P. Addya Lane P.O. Sheoraphuli, P.S. Serampore, dist.- Hooghly, Pin-712223 hereinafter referred to as the Developer's/Vendor (which expression shall unless excluded by or repugnant to the subject or context be deemed to include there and each of their heirs, executors, administrators, representatives and /or assigns) of the **SECOND PART**.

AND

SMT KAKULI CHAKRABORTY, (PAN BDCPC8609P) Daughter of Arabinda Chakbortty, by faith- Hindu, by Occupation- House-Hold duties, by citizen- Indian, residing at Kharpara, Kalitala Lane, P.O. Baidayabati. P.S. Serampore, Hooghly, 712222, hereinafter called the PURCHASER (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns of the **THIRD PART**).

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

The Owner and the Promoter have entered into a Power of attorney cum Development agreement dated 29.04.2022 registered at the office of the A.D.S.R. Serampore, recorded in Book No 01, Volume No. 0605-2022 Pages from 111584 to 111607 to bearing being No. 2991 of the year 2022.

C. The Said Land is earmarked for the purpose of building a commercial & residential project, comprising multistoried apartment buildings and the said project shall be known as ' SISR KUNJA ';

D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;

E. The Baidayabati Municipality has granted the commencement certificate to develop the Project vide approval dated 30/04/2022 bearing No. 646 ;

F. The Promoter has obtained the final layout plan approvals for the Project from Baidayabati Municipality. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no. 18/04/2024; on under registration no. WBRERA/NPR/002095.

H. The Allottee had applied for an apartment in the Project vide application no. 04 dated 30/04/2024 and has been allotted apartment no. 305 having carpet area of THE FLAT IS 779 square feet, the flat has tiles floor , on the 03 (Third) floor in the proposed multi- storied building and the building has no garage/closed parking facility , as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment being No. 305 of the Third floor.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in paragraph H;

The Total Price for the [Apartment/Plot] based on the carpet area is Rs. 26, 09, 650.00/- (Rupees Twenty Six Lac Nine Thousand Six Hundred And Fifty):

Block/Building/Tower Apartment No. Type Floor	No.	Rate of Apartment per square feet*
Flat No. 305		Rs. 3350/-
Floor is made of tiles		

The Said multi-storied building has no parking and covered garage facility.

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the

acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes: 1) pro rata share in the Common Areas; and 2) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.	On Application	Rs. 1,00,000 inclusive of GST
2.	On Allotment Letter (within 15 days of application)	10% of Total Price i.e., Total Booking Amount (-) Rs. 1 Lac Application Money, Inclusive of GST
3.	On Agreement (within 30 days of application / booking)	20% of Total Price Inclusive of GST
4.	On Completion of Foundation	10% of Total Price Inclusive of GST
5.	On Completion of 1st Floor Casting	10% of Total Price Inclusive of GST
6.	On Completion of 2nd	10% of Total Price

Floor Casting Inclusive of GST

7.	On Completion of 3rd Floor Casting	10% of Total Price Inclusive of GST
8.	On Completion of Roof Casting	10% of Total Price Inclusive of GST
9.	On Completion of Flooring of Unit	15% of Total Price Inclusive of GST
10.	On Possession of the Unit	5% of Total Price Inclusive of GST

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 02 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

(i) The Allottee shall have exclusive ownership of the Apartment;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the Apartment along with garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure

for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs , (Rupees only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque / Demand Draft or Online Payment (as applicable) in favour of ' MAA DURGA CONSTRUCTION ' payable at SHEROAPHULI .

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the

same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved

by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the [Please insert the relevant laws in force] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on , unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be

taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within days of receiving the occupancy certificate* of the Project.

Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as mentioned above, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided as mentioned above, such Allottee shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

(i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;

(xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE Use of Basement and Service Areas: The building has no basement(s) and service areas, , as located within the

project namely, "SISR KUNJA" but it has underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems

installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

20. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

23. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in

order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at .

30. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Name of Allottee : Kakuli Chakrabortty, residing at Kharpara, Kalitala Lane, P.O. Baidayabati. P.S. Serampore, Hooghly, 712222,

M/s Promoter name : Dibyendu Koley, residing at 82, A.P.ADDYA Lane, P.O. Shreoraphuli. P.S. Serampore, Hooghly, 712223

(It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

**SCHEDULE 'A' ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS
(SAID PROPERTY)**

THE FIRST SCHEDULE ABOVE REFERRED TO

1. ALL THAT piece and parcel of Bastu land measuring 0.076 Acres or 04 (Four) kattah 09 (Nine) Chittak 17 (Seventeen) Sq. Ft more or less comprised in R.S. Dag No.4943, corresponding to L.R. Dag No. 8263, under R.S. Khatian No. 1953 corresponding to L.R. Khatian No. 10412, Municipal holding No. 17/1, G.T. Road, Sheoraphuli within the ambit of Baidayabati Municipality, under Police station and A.D.S.R. Serampore, dist Hooghly.

2. ALL THAT piece and parcel of Bastu land measuring 0.046 Acres or 02 (Four) kattah 12 (Nine) Chittak 26 (Seventeen) Sq. Ft. more or less comprised in R.S. Dag No.4944, orresponding to L.R. Dag No. 8264, under R.S. Khatian No. 1927 corresponding to L.R. Khatian No. 10412, Municipal holding No. 17/1, G.T. Road, Sheoraphuli within the ambit of Baidayabati Municipality, under Police station and A.D.S.R. Serampore, dist Hooghly. Therefore total land in two L.R. Dag Nos. as mentioned in Serial no 1 & 2 hereinbefore comes to 0.0122 Acrea or 07 (Seven) kattah 05 (Five) Chittak 43 (Forty three) Sq. Ft more or less in the said two plots, the same is butted and bounded as follows:

GST

- | | | |
|-----|--|-------------------------------------|
| 3. | On Agreement (within 30 days of application / booking) | 20% of Total Price Inclusive of GST |
| 4. | On Completion of Foundation | 10% of Total Price Inclusive of GST |
| 5. | On Completion of 1st Floor Casting | 10% of Total Price Inclusive of GST |
| 6. | On Completion of 2nd Floor Casting | 10% of Total Price Inclusive of GST |
| 7. | On Completion of 3rd Floor Casting | 10% of Total Price Inclusive of GST |
| 8. | On Completion of Roof Casting | 10% of Total Price Inclusive of GST |
| 9. | On Completion of Flooring of Unit | 15% of Total Price Inclusive of GST |
| 10. | On Possession of the Unit | 5% of Total Price Inclusive of GST |

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)



राम सुनी 6/11/2018

Please affix photograph photograph

At on in the presence of: and sign and sign

across the across the

SIGNED AND DELIVERED BY THE WITHIN NAMED same same

Promoter: Please affix

(1) photograph



MAA DURGA CONSTRUCTION
Dibyendu Koley
Proprietor

WITNESSES: same

1. Signature Name – Address

2. Signature Name– Address

MAA DURGA CONSTRUCTION
LAND & BUILDING DEVELOPER

OFFICE ADDRESS: 82/1 A.P.ADDYA LANE
P.O. SHEROAPHULI, P.S. SERAMPORE,
DIST. HOOGHLY, 712223
MOBILE: 9836362609/9432000853
E-MAIL: Dibyendukoley81@gmail.com

REF. NO.

Date:.....

ALLOTMENT LETTER

SMT KAKULI CHAKRABORTY, Daughter of Arabinda Chakbortty, address-
Kharpara, Kalitala Lane, P.O. Baidayabati. P.S. Serampore, Hooghly, 712222,.

Sub: allotment of Residential Flat No. 305, Block No: total building has only
one block , floor No. Third Floor in project "SISIR KUNJA".

Dear Sir/Madam,

We refer to your application dated 29/04/2024 for allotment of a Residential
Flat in "SISIR KUNJA". Situated at Mouza- Sheroaphuli, J.L. No. 06, R.S. Dag
No.4943 & 4944, corresponding to L.R. Dag No. 8263 & 8264, under R.S. Khatian
No. 1953 & 1927 corresponding to L.R. Khatian No. 10412, Municipal holding No.
17/1, G.T. Road, Sheoraphuli within the ambit of Baidayabati Municipality, under
the ward No. 10 under Police station and A.D.S.R. Serampore, dist Hooghly, pin-
712223,

It gives us immense pleasure to inform you that you have been allotted Residential
Flat. 305 Block No: total building has only one block ., floor No. Third Floor

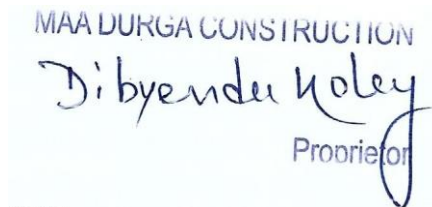
MAA DURGA CONSTRUCTION
Dibyendu Koley
Proprietor

with carpet area 72.39 Sq. Mtr., the built up area of 26 Sq. Mtr. And the super built up are of 98 Sq. Mtr. The terms and conditions are laid down in the application form. The total price of the shop is Rs. 35, 44,300.00/- (Rupees Thirty five Lac Fourty four thousand three Hundred) only including GST & payment will be according to installment/ payment plan to be annexed as annexure” of the Shop buy agreement. The terms and conditions of the shop buyers agreemtn top b executed between allottee and Maa Durga construction shall be final and binding between both the parties.

1. You are requested to sign the Shop buyers agreement at the time of Allotment.
2. Allottee will have to pay security & other maintenance charges against maintenance at the time of maintenance agreement with society.

We value our relationship and welcome you amongst our family .
Thanking you and assuring you the best of service at all times.

Yours Faithfully



MAA DURGA CONSTRUCTION
Dibyendu Koley
Proprietor

Dibyendu Koley

Proprietor

Maa Durga Construction

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this th day of , Two Thousand
Twenty Four.

M/S RAJ LAXMI CONSTRUCTION (Pan No. AAKFR2767D), A PARTNERSHIP Firm have its registered office at 27/1 K.L. Goswami Sarani, P.O. Mahesh, P.S. Serampore, District- Hooghly, Pin-712202, represented by its partners (1) SRI SHYAMAL KUMAR BOSE, S/o Lt. Makhan Lal Bose, (PAN NO. ADLPB9552A) by faith - Hindu, by occupation - Business, residing at. FL/204, Harinandan Rajlaxmi Complex, 450, G.T. road, P.O. Mahesh, P.S. Serampore, dist.- Hooghly,Pin-712202, (2) SRI SAMIR DEY, S/o Late Gour Mohan Dey,(PAN AGRPD3736H) by faith- Hindu, by occupation- Business, residing at 47/1, G. T. Road, P.O. Mahesh, P.S. Serampore, dist.- Hooghly,Pin-712202, hereinafter referred to as the 'OWNERS' (which expression shall unless excluded by or repugnant to the subject or context be deemed to include there and each of their heirs, executors, administrators, representatives and /or assigns) of the
OF THE FIRST PART

M/S MAA DURGA CONSTRUCTION, a sole proprietorship concern represented by its sole proprietor **SRI DIBYENDU KOLEY** (BLHPK5978A) son of Late Samar Nath Koley, by faith- Hindu, by Occupation- Business, by citizen- Indian, residing at 82, A.P. Addya Lane P.O. Sheoraphuli, P.S. Serampore, dist.- Hooghly, Pin-712223 hereinafter referred to as the Developer's/Vendor (which expression shall unless excluded by or repugnant to the subject or context be deemed to include there and each of their heirs, executors, administrators, representatives and /or assigns) of the **SECOND PART**.

AND

SMT KAKULI CHAKRABORTY, (PAN) Daughter of Anirban Chakborty, by faith- Hindu, by Occupation- House-Hold duties, by citizen- Indian, residing at Kharpara, Kalitala Lane, P.O. Baidayabati. P.S. Serampore, Hooghly, 712222, hereinafter called the PURCHASER (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns of the **THIRD PART**).

WHEREAS ALL THAT piece and parcel of Bastu land measuring an area about 0.0122 Acrea or 07 (Seven) kattah 05 (Five) Chittak 43 (Forty three) Sq. Ft "Bastu" land and and old building lying thereon, lying and situated in Mouza Sheoraphuli, J.L. No. 06, comprised in the R.S. Dag nos. 4943 & 4944 L.R. Dag No. 8263 & 8264 under L.R. Khatian Nos. 4785 & 4094, under Municipal holding Nos. 17(24), G.T. Road, Sheoraphuli within the ambit of Baidayabati Municipality, under Police station and A.D.S.R. Serampore, dist Hooghly more fully and particularly described in the schedule a hereunder written and hereinafter referred to as the said property was originally owned and possessed by Sri Radha Gobinda Gangopadhyay along with other immovable property.

AND WHEREAS said Sri Radha Gobinda Gangopadhyay while in khass possession of the property along with other property by exercising his right title interest on the same by paying tax to the municipality and ground rent to the govt. and tax to the concerned municipality, and handed over the possession of a property of an area about 0.0122 Acrea or 07 (Seven) kattah 05 (Five) Chittak

43 (Forty three) Sq. Ft in favour of Sri Sridhar Jew, Sri Sri Gopal Jiew and Sri Sri Radha Gobinda Jiew by virtue of a Deed of Settlement/Arpannama being No.471 for the year 1977, which is recorded in Book No. I, volume No. 11 Pages from 47 to 53 Being No. 471 for the year 1953, duly registered in the office of the A.D.S.R. at Serampore, District- Hooghly.

AND WHEREAS said Sri Radha Gobinda Gangopadhyay appointed Sri Debdas Gangopadhyay and Sri Gurudas Gangopadhyay as the sebaitis and after the demise of Sri Gurudas Gangopadhyay, and Sri Debdas Gangopadhyay Sri Shyamal Kumar Ganguly and Sri Debdeep Gangopadhyay become the sebaitis of the said deities and to manage the expenses of the said deities, they decided to sale the schedule mentioned property of which they are in khass joint possession along with other immovable property and they decided to sale the schedule mentioned property to M/S RAJ LAXMI CONSTRUCTION with the order of the Ld. District

3

Judge, Hooghly of a Misc Case No. 34 of 2015 and the order dated 06.04.2015 at a best and present market price for the betterment and to meet the expenses of the before mentioned deities.

AND WHEREAS by a registered deed of Conveyance dated 22/06/2015 the aforesaid SRI SHYAMAL GANGULY AND DEBDEEP GANGOPADHYAY sold and transferred more or less 0.0122 Acrea or 07 (Seven) kattah 05 (Five) Chittak 43 (Forty three) Sq. Ft "Bastu" land in favour of M/S RAJ LAXMI CONSTRUCTION represented by its partners (1) SRI SHYAMAL KUMAR BOSE, (2) SRI SAMIR DEY, by a registered Deed Of Conveyance which was registered in the office of The Additional District Sub- Registrar Serampore and recorded in Book No. 1, volume No. 0605-2015, Being No. 3817, Pages from 16872 to 16889, for the year 2015.

AND WHEEAS after purchasing the aforesaid property said M/S RAJ LAXMI CONSTRUCTION represented by its partners (1) SRI SHYAMAL KUMAR

BOSE, (2) SRI SAMIR DEY, by a registered Deed Of Conveyance, got its name recorded in L.R. Record of Rights with new Khatian No. 10412 and in the concerned Municipal record also.

AND WHEREAS to exploit the said holding commercially by erecting a 5 (Five) (G +4) storied building plan to be sanctioned by the Baidayabati Municipality as the owner has no experience, and the developer has good experience in this regard, the owner herein have agreed to enter in to a Development Agreement being these presents in respect of the “A” schedule property more fully and particularly described in the schedule “A” herein with the Developer herein by a registered DEVELOPMENT AGREEMENT – CUM POWER OF ATTORNEY on the terms and conditions and covenants hereinafter appearing.

AND WHEREAS THE SAID DEVELOPER /VENDOR for the purpose of making construction of a multi- storied building has got a building plan sanctioned in his name from the office of the Baidayabati Municipality vide petition No. 646 date 14/06/2022 vide reg. No. 02 of B.O.C. dated 30.04.2022 signed by the chairman on 08/08/2022.

AND WHEREAS the Developer has empowered by the Registered General power of Attorney dated 29/04/2022 executed by the above named owners in favour of the Developer through which Developer is authorized to do the following inter alia acts and deeds as the constituent Attorney of the Owners. To enter into agreement for sale of proposed Flat and construction of ‘A’ schedule except our allocated construction area (i.e. owners No. 1 to 6) as per said agreement together with proportionate undivided share of land of ‘A’ schedule and to accept the consideration money either in part or in full from the prospective purchasers.

AND WHEREAS by virtue of the Power Of Attorney said Developer has full right, authority and interest to enter into an agreement for sale with any intending buyer(s) and to sale and to dispose off and also to do any acts or deed in relation to the transfer the said property on behalf of the owners and to receive any advance or earnest money and also full consideration money from the said intending buyer(s).

AND WHEREAS an agreement entered and executed by and among the Vendors, Developer/ Confirming Party and the Purchaser herein the Developer/ Confirming Party agreed to sale and transfer and Purchaser has agreed to acquire and purchaser ALL THAT the Residential flat being No. 305 situated at the Second Floor of the said building containing by measurement carpet area 779 sq. ft. & 1058 Sq.Ft including super built-up area at a total price of Rs. **35, 44,300/- (Thirty Five Lac Fourty Four Thousand Three Hundred)** only hereinafter called the “Said Agreement”.

AND WHEREAS after completion of construction work of the said Residential Flat final measurement was taken and the final measurement comes to carpet area 779 sq. ft. & 1058 Sq.Ft sq.ft. including super built up area which fact has been admitted by the purchaser herein also. The said premises known as “SISIR KUNJA” situated at 17/1 G.T. Road, P.O. Sheoraphuli, P.S. Serampore, dist. Hooghly (more fully and particularly described in the second scheduled hereunder written and hereinafter referred to as “the said Residential Flat” together with the undivided proportionate share or interest in the land comprised in the said premises for the consideration and on the terms and conditions, stipulations and covenants contained in the said Agreement.

AND WHEREAS the Developer/ Confirming Party has completed the Residential Flat in all respects in accordance with the plan duly sanctioned by the Baidyabati Municipality and on completion of the building said Residential Flat has been measured by the Architects of the Developer/ Confirming Party in the presence of the Purchaser and has been found to contain 808 sq. ft. including super built up area and accordingly the consideration of the said Residential Flat comes to Rs.**35, 44,300/- (Thirty Five Lac Fourty Four Thousand Three Hundred)**only.

AND WHEREAS the purchaser has made payment of the respective amount of consideration money on diverse dated and the purchaser has duly been put into Satisfactory possession of the said Residential Flat today and the Purchaser had duly accepted the Residential Flat and the workmanship, materials used and the layout and construction of the said Residential Flat and purchaser has no grievance/ dispute against the Developer/ confirming party about the same.

AND WHEREAS the Purchaser has now requested the Developer/ Confirming party to execute a Deed of conveyance in respect of the Residential Flat intended to be sold herein together with the proportionate undivided share interest in the land comprised in the said premises together with the right to common user of the common areas and facilities at or for a total consideration of Rs. . **35, 44,300/- (Thirty Five Lac Forty Four Thousand Three Hundred)** only on the terms, conditions, stipulation and/ or covenants hereinafter appearing.

AND WHEREAS the Developer/ Confirming Party as well as the vendors herein agreed with the offer by the Third Party/ Purchaser herein and on request of the third party/ Purchaser herein both the first and Second Party agreed to execute the deed of Conveyance in respect of a Residential Flat No 305 situated at the THIRD Floor of the said building containing by measurement Carpet Area 778 Sq.Ft and 1058 sq. ft. including super built-up area considering the quantum of consideration Money fair and reasonable as per market value of the Residential Flat in the said property which more fully and particularly described in the Schedule "B" hereunder written referred to as the said and Residential Flat and delineated with the Red Border Lines shown in the plan annexed hereto.

NOW THIS DEED WITNESSETH AS FOLLOWS:

In pursuance of the Said Agreement and in consideration of sum of Rs. **35, 44,300/- (Thirty Five Lac Forty Four Thousand Three Hundred)** only paid by the Purchaser to the vendors and the said developer being sale of the consideration only (the receipt whereof the vendors and the developer hereby admit and acknowledged hereof) do hereby grant, convey, transfer, assign and assure unto and to the Purchaser **FIRSTLY ALL THAT** the impartiable and undivided proportionate share, right, title or interest in the said land of the at 31(29) S.C.M. Road, P.O. Sheoraphuli, P.S. Serampore, dist. Hooghly (more fully and particularly described in the First scheduled hereunder written and **SECONDLY ALL THAT** the Residential Flat No 305 situated at the Third Floor of the said building containing by measurement Carpet Area 778 Sq.Ft and 1058. including super built-up area in the building known and named as "SISR KUNJA" situated at 17/1 G.T. Road, P.O. Sheoraphuli, P.S. Serampore, dist. Hooghly more fully and particularly described in the second and third scheduled hereunder written and delineated in the map or plan

hereto annexed and bordered thereon with the colour "Red" and hereinafter collectively referred to as " the said property" TOGETHER WITH all manner of common rights and interests in the common/ parts/common areas and amenities contained in the said covered Residential Flat set out in the fourth Schedule hereunder TO HAVE AND TO HOLD the same unto the Purchaser absolutely and forever as a transferable estate of inheritance free from all encumbrances but subject to the terms, conditions, stipulations, covenants and restrictions as hereinafter provided and also subject to payment and constructions of (1) maintenance charges and common expenses; (2) Municipal Taxes; (3) costs of repairs and replacement and maintenance of common amenities and facilities; (4) Annual land revenue, all being payable in proportions to the super built up area of the said Covered Residential Flat of the said Building.

1. The vendors doth hereby covenant with the Purchaser as follows:
 - (i) The interest which the vendor doth hereby propose to transfer subsists and that the vendor has the right, full power and absolute authority to grant, sell, convey and assure, transfer unto the purchaser the said flat together with the benefits and rights in the manner aforesaid.
 - (ii) It shall be lawful for the purchaser from time to time and at all times hereafter to enter into and upon and to hold and enjoy the said flat and Residential Flat subject to the stipulations and restrictions and payment as stated in these presents and to receive the rents, issues and profits of the said property without any interruption hindrance claim or demand or disturbance what so ever form the Vendors or any person or persons claiming though under or in trust for it;
 - (iii) That the said property is free and discharged from and against all encumbrances.

AND THE PURCHASER HEREBY COVENANT WITH THE VENDORS AS FOLLOWS:-

1. The Purchaser has duly satisfied himself about the title of the Vendors in respect of the said premises No. 17/1 G.T. Road, P.O. Sheoraphuli, P.S.

Serampore, dist. Hooghly. The Purchaser has also seen and satisfied himself about the sanctioned plan

2. proposals, specifications, drawings, dimensions, shown in the said sanctioned plan and have duly accepted and approved the same.

3. The Purchaser has also seen and satisfied himself about the use of the building materials and the quality thereof and the construction and workmanship of the said Residential Flat and the Residential flat and also about the general construction of the building know as "SISR KUNJA" situated at 17/1 G.T. Road, P.O. Sheoraphuli, P.S. Serampore, dist. Hooghly and upon being fully satisfied the Purchaser has obtained possession of the said Residential Flat complete in all respect and without any dispute or grievance against the Vendors and Developer/ confirming Party and the Purchaser undertakes not to raise any dispute or objection with regard thereto at any point of time hereafter.

4. The Purchaser has seen, satisfied and approved and accepted the measurement of the said Residential Flat (super built -up area) and the Purchaser has no dispute with regard thereto and the Purchaser undertakes not to raise any objection with regard to the same at any point of time hereafter.

5. The Purchaser shall always be bound to pay maintenance charges.

6. The Purchaser shall not have any right, title or interest in the roof of the said building which shall always remain the property of the said Vendors and Developer/ Confirming party.

7. The Purchaser shall not to make or permit the making of any structural additions, alterations modifications or a permanent nature which will damage the outer wall or other portions of the building and shall also not cause any obstruct or hindrance or interference in the free ingress in the Residential Flat /unit owners.

8. It is agree that the walls separating the other portions of the said Residential Flat shall be treated as common with the other portion or portions.

9. That the Purchaser shall use the said Residential Flat for residential purpose only.

10. That the Purchaser on purchasing the Residential Flat be entitled to sale, mortgage, lease, gift or otherwise alienate the said the Residential Flat without the consent of the other co-owners of the said premises who may have acquired before the who may hereafter acquire any right title or interest similar to the Purchaser herein.

11. That the said building shall always be known and named as "SISR KUNJA" and the Purchaser has agreed not to change the name of the said building.

THE FIRST SCHEDULE ABOVE REFERRED TO

1. ALL THAT piece and parcel of Bastu land measuring 0.076 Acres or 04 (Four) kattah 09 (Nine) Chittak 17 (Seventeen) Sq. Ft more or less comprised in R.S. Dag No.4943, corresponding to L.R. Dag No. 8263, under R.S. Khatian No. 1953 corresponding to L.R. Khatian No. 10412, Municipal holding No. 17/1, G.T. Road, Sheoraphuli within the ambit of Baidayabati Municipality, under Police station and A.D.S.R. Serampore, dist Hooghly.

2. ALL THAT piece and parcel of Bastu land measuring 0.046 Acres or 02 (Four) kattah 12 (Nine) Chittak 26 (Seventeen) Sq. Ft. more or less comprised in R.S. Dag No.4944, orresponding to L.R. Dag No. 8264, under R.S. Khatian No. 1927 corresponding to L.R. Khatian No. 10412, Municipal holding No. 17/1, G.T. Road, Sheoraphuli within the ambit of Baidayabati Municipality, under Police station and A.D.S.R. Serampore, dist Hooghly. Therefore total land in two L.R. Dag Nos. as mentioned in Serial no 1 & 2 hereinbefore comes to 0.0122 Acrea or 07 (Seven) kattah 05 (Five) Chittak 43 (Forty three) Sq. Ft more or less in the said two plots, the same is butted and bounded as follows:

On the North: Others' Property ;
Property

On the south: Others'

On the East: G.T. Road;
Property

On the West: Others'

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of one Residential Flat being No. 305 with Tiles Floor and the said flat is located on the Third Floor measuring about 1058 Sq. Ft. including (25% super built area) more or less with undivided proportionate share of land including all common parts of the building at the said premises mentioned in the scheduled: A: herein above constructed as per specification mentioned hereunder written of the said building and the said building has the Lift Facility and the said Residential Flat is butted and bounded as follows:

ON THE NORTH: Open to sky ; ON THE SOUTH: Flat No. 304;
ON THE EAST: Flat No. 301 ; ON THE WEST: Open to sky;

SPECIFICATION OF CONSTRUCTION

R.C.C. Structures; (ii) Tiles Floor; (iii) doors and windows (iv) 25 Nos. Electrical Points have been provided; (v) Wall Putty (vi) kitchen and bathroom fittings.

THE FOURTH SCHEDULE "C" ABOVE REFERRED TO

(Common parts and Common portions)

The foundation columns, supporting beams, main walls, common passages for both ingress and out gress, and other super built structures for common use and right to use common privy over head tank, septic tank, stair , lift, common passage and common corridors.

THE FIFTH SCHEDULE "D" ABOVE REFERRED TO

(Maintenance Charges)

1. The expenses for maintaining, repairing, decorating etc. of the main structure and in particular the drains, water pipes, electric wire in, under or

upon the building enjoyed or used by the Purchaser in common with the occupiers or purchaser of the other units and other common parts and/or areas of the said building.

- 2. The cost of clearing and lighting, the passages and other common parts of the building as enjoyed or used by the purchaser in common electrical installations and other charges.
- 3. The cost of working and maintenance of common electrical installations and other charges.
- 4. Municipal and /or other taxes.
- 5. Cost of electric meter and deposits' for electricity.
- 6. All expenses as are necessary or incidental for the maintenance and the upkeep of the building as may be determined by the Association in their absolute discretion.
- 7. All other costs, deposits and expenses save those exempted under these presents.

IN WITNESS WHEREOF the parties hereunto have set and subscribed their respective hands and seals on the day month and year first above written

SIGNED SEALED AND DELIVERED
by the VENDOR AT SERAMPORE

**(SIGNATURE OF THE
 CONSTITUTED ATTORNEY
 OF SRI SHYAMAL KUMAR
 BOSE & SRI SAMIR DEY)**

SIGNED SEALED AND DELIVERED
By the PURCHASER AT SERAMPORE

SIGNED SEALED AND DELIVERED -----

by the DEVELOPER AT

SERAMPORE

MEMO OF CONSIDERATION

Received Rs. **35, 44,300/-**(**Thirty Five Lac Fourty Four Thousand Three Hundred**)only from the above named Purchaser as per following Memo:

DATE	CHEQUE NO.	BANK	BRANCH	AMOUNT
Total (

WITNESSES:

1.

SIGNATURE OF THE DEVELOPER

2.

Prepared in my office.

DIBYENDU KOLEY
ADVOCATE
HIGH COURT, CALCUTTA
Enrolment No. F/435/2012