

SREERAM NIRMAN PVT LTD

1/78. Naktala , 348/52 N S C Bose Road, Kolkata-700047

E-Mail – sreeramnirman2014@gmail.com

MOB NO 9830045100

Project Name: SREE RAM

Address: 348/231 N.S.C. Bose Road, P.O. Naktala, P.S. Netaji Nagar,
Kolkata-700047.

Plan Sanction No: B.P. No. 2022100016 Date-25.04.2022

ALLOTMENT LETTER

Ref No

Dated:.../.../.....

To

MrsW/o Mr.& Mr.....S/o Mr.....

Dear Sir/Madam,

It gives us immense pleasure to inform you that you have been allotted flat no.....in floor no.....with carpet area.....sq. mtr,, built up area ofsq. mtr. and super built up area ofsq. mtr.

The total price of the flat is Rs./- (Rupees only)

Excluding all government and applicable taxes in the project. All other terms and conditions will be as per the Agreement for Sale.

We value our relationship and welcome you amongst our family.

Thanking You,

SREERAM NIRMAN (P) LTD.


Director

Yours Faithfully,

N.B.:

1.All payments through Cheque/Demand Draft/RTGS/NEFT favouring **“SREE RAM NIRMAN PVT. LTD.”** payable at Kolkata.

2. This Allotment is Subject to encashment of Cheque/Demand Draft, failing which the same shall automatically stand cancelled and rescinded.

ANNEXURE 'A'
[See rule 9]
AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this _____ (Date) day of _____ (Month), 20

By and Between

1) SMT. SANDHYA SAMADDAR PAN-AKVPS8609M, AADHAAR NO. 603319505417, Wife of Late Birendra Nath Samaddar **2) SRI. SUJAN SAMADDAR** PAN-BTUPS9127A, AADHAAR NO. 447242605385, Son of Late Birendra Nath Samaddar. **3) DIPANWITA SARKAR**, PAN.GLXPS2500D, AADHAAR NO.271108657572, daughter of Late Birendra Nath Samaddar **4) SMT. ANAMIKA SINHA**, PAN-EZXPS6637H, AADHAAR NO.435382248133, daughter of Late Birendra Nath Samaddar **5) SMT. MALABIKA BOSE**, PAN-BVKPB4587K, AADHAR NO.716976065846, daughter of Late Birendra Nath Samaddar **6) SMT. NILIMA SANADDAR**, PAN GCUPS0512P, AADHAAR NO. 485516492079, daughter of Late Chand Mohan das and wife of Late Rabindra Nath sammadder, **7) SRI ANJAN SAMADDAR** PAN.BADPS2765L, AADHAAR NO.264594664186, son of Late Rabindra Nath sammadder **8) SRI CHANDAN SAMADDAR** PAN.CRLPS4010G, AADHAAR NO. 356988502300, son of Late Rabindra Nath sammadder **9) SMT.KAKALI BOSE** PAN.BBBPB1773Q, AADHAAR NO.744374212727 daughter of Late Rabindra Nath sammadder, all are residing at 1/307 Naktala Road, P.O. -Naktala, P.S. Netaji Nagar, Kolkata-700047, hereinafter jointly called and referred to the OWNERS ((which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-ill-interest, and permitted assigns) of the **FIRST PART**

Sree Ram Nirman Pvt Ltd (CIN No: U45400WB2014PTC199911), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 1/78 Naktala. 348/52 N.S.C. Bose Road, Naktala, Kolkata-700047 and its corporate office at 1/78 Naktala. 348/52 N.S.C. Bose Road, Naktala, Kolkata-700047 (PAN : AAUCS1793D), represented by authorized signatory (Aadhar no. _____) authorized vide Board resolution dated ___ hereinafter referred to as the "**Owner/Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-ill-interest, and permitted assigns) of the **SECOND PART**

AND

[If the Allottee is a company]

..... CIN no.) a company incorporated under the provisions of the Companies Act,1956 .or the Companies Act.2013 as the case may be), having its registered office at___ (PAN _____), represented by its authorized signatory. (Aadhaar no._ _ . ___ duly authorized vide board resolution dated _ _ _ _ _ , hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include its successor- in -interest, and permitted assigns). of the **OTHER PART**

OR

[If the Allottee 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 _ _ _ _ _ , (Aadhaar no) duly authorized vide hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include (he partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns). of the **OTHER PART**

OR

[If the Allottee is an Individual]

Mr/'Ms. _ _ _ _ _ (Aadhaar no. _____) son / daughter of , aged about _ _ _ _ _ residing at _ _ _ _ _ . (PAN _____) hereinafter called the " Allottee " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs,executors,administrators,successor-in-interest and permitted assigns). of the **OTHER PART**

[If the Allottee is a HUF]

Mr.(Aadhaar 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" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or

member deemed for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

(Please insert details of other allottee(s) in case of more than one allottee)

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

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Ad XU of 2017);
- b) "Rules" mean, The West Bengal Housing Industry Regulation Rules. 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "section" means a section of the Act.

WHEREAS:

A. The Promoter is the absolute and lawful owner of [khasra nos./C.S./R.O.R nos. (CS/RS/LR)/Assessment No./ survey nos. [Please insert land details as per relevant laws] _____ totally admeasuring square meters situated at in Subdivision & District etc. _____ ("Said Land") vide sale deed(s) dated registered as documents no. _____ at the office of the Sub -Registrar;

[OR]

_____ ("Owner") is the absolute and lawful owner of [khasra nos. /C.S. R.O.R nos. (CS /RS. LR)/Assessment No./survey nos.] [Please insert land details as per relevant laws]totally admeasuring square meters situated at _____in Sub-division & District etc. _____ ("Said Land") vide sale deed(s) dated registered as documents no. at the office of the Sub-Registrar. The Owner and the promoter have entered into a [collaboration development/joint development] agreement dated _____ registered as document no. _____ at the office of the Sub-Registrar:

B. The Said Land is earmarked for the purpose of building a [commercial/ residential/ any other purpose] project comprising multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as ("Project")

[OR]

The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising plots and [insert any other components of the Projects] and the said project shall be known as ' _____..._____ ' ("Project");

Provided that where land is earmarked for any institutional development the same shall he used for those purposes only and no commercial/residential development shall he permitted unless it is a part of the plan approved by the competent authority;

C. 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;

D. The [Please insert the 'name of the concerned competent authority] has granted the commencement certificate to develop the project vide approval dated bearing registration no.

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no.

G. The Allottee had applied for an apartment in the Project vide application no. datedand has been allotted apartment no. _____ having carpet area of square feet, type, on floor in [tower/block/building] no. _____, _____ ("Building") along with garage/covered parking no. _____ admeasuring _____ square feet in the _____ (Please insert (the location of the garage/covered parking/, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B);

[OR]

The Allottee had applied for a plot in the Project vide application no..... datedand has been allotted plot no. __, having area __. of square feet and plot for garage/covered parking admeasuring square feet (if applicable) in the ___ [Please insert the location garage covered parking] , as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A);

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

I. Please, enter any additional disclosures/details ;

J. 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;

K.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;

L.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/ Plot] and the garage/covered parking (if applicable) as specified in para G.

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:

1.1 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 para G.

1.2 The Total Price for the [Apartment/Plot] based on the carpet area is Rs..... only ("Total Price") (Give break up and description);

Block/Building/Tower No.....	Rate of Apartment per Square Feet
Apartment No.	
Type	
Floor	
Total Price(in rupees)	

*Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc., if/as applicable

[AND] [if/as applicable]

Garage/Covered Parking -1	Price for 1
Garage/Covered Parking -2	Price for 2
Total Price(in rupees)	

OR

Plot No.....	Rate of plot per Square Feet
Type.....	
Total Price of Rupees	

*Provide break up of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para II etc., if/as applicable.

[AND] [if/as applicable]

Garage/Covered Parking -1	Price for 1
Garage/Covered Parking -2	Price for 2
Total Price(in rupees)	

Explanation:

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

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GS.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to live date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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.;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein, in addition, (he 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/Plot] includes recover,' 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, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/ Plot] and the Project.

1.3. 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 lo that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as

per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

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

1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @-% 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.

1.6 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 herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of (he apartment., plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

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,

1.7 [Applicable in case of an apartment] The Promoter shall confirm to 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 reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in neither the carpet area, which is nor more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/ Plot] as mentioned below:

(i) The Allottee shall have exclusive ownership of the [Apartment/Plot];

(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, it is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii)That the computation of (he price of the [Apartment/Plot] 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, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project;

(iv)The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

1.9. It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with.....garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that i, . , . is an independent, sel (" -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,

1.10.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 ate related to the project), If the Promoter fails to pay all or any of the outgoings collected by it tram 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 she transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they ate payable and be liable , for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11.The Allottee has paid a sum of Rs.....Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/plot] 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/Plot] as prescribed in the Payment Plan [Schedule C] 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 which is payable, he shall be liable to pay interest at the rate prescribed 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 written demand by the Promoter, within the stipulated lime as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of

_____ _ _ payable at _____

3. COMPLIANCE OF LAWS RELATING TO REMTTANCES:

3.1. 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, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modifications) 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 he made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the 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 of Bank of India, he/she may be liable for any action under the

Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. 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 of the allottee against the [Apartment/plot, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment/Plot] to the Allottee and the common areas to the association of allottees or the competent authority as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities [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, amenities and facilities, subject to the terms in (his 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 State laws] 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 terra by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE- APARTMENT/PLOT:

7.1. Schedule for possession of the said [Apartment/Plot] - The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place 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 lime for delivery of possession of the [Apariment/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. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the 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.

7.2. Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. 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, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/ plot, as the case may be, to the allottee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of [Apartment/Plot] - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment-'Plot] 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 in para

7.2. such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2

7.4 **Possession by the Allottee** - After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] 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 Allottee or the competent authority, as the case may be, as per the local laws;

[Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

7.5. **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.

7.6. **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 interest and compensation under this provision 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 in para 7.1; 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 prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot] which shall be paid by the promoter to the allottee within forty- five days of it becoming due.

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 or Authority with respect to the said Land, Project or the [Apartment/Plot];

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] 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/Plot] 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/Plot] 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/Plot] 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/Plot] to the Allottee and the common areas to the association of allottees or the competent authority as the case may be;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof 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 till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and, facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

(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 (he said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. 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 lime period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority, For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(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.

9.2. In ease 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 the Allottee be required to make the next payment without any 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 prescribed 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 prescribed in the Rules, for every month of delay till the handing over of the possession of the (Apartment/Plot), which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

9.3. 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 prescribed 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 may cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the money paid to him by (the allottee by deducting the hooking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the [Apartment/Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee:

[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice. the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee,

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 allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

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 TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking 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/Plot] 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.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, 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 (he association of allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment/Plot] 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 Plot], 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/Plot] and keep the [Apartment/Plot]. its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a lit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2. 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].

15.3. 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.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structured) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act,

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A 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].

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the

[Please insert the name of Apartment Ownership Act]. The Promoter showing compliance of various laws/ regulations as applicable in _____

20. 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 (specify the address of the 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 Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to tire 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.

21. 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-

22. RIGHT TO AMEND:

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

23. 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 [Apartment/Plot] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as die said obligations go along with the [Apartment/Ptot] for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1, 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 [Annexure C] 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.

24.2.- Failure on the pan of the Parties 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.

25. 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.

26.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/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed 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 at _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at

That all notices to be served on the Allottee and

duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses

Name of Allottee

M/s

(Allottee Address) Promoter name

(Promoter Address)

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.

30. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the promoter to the allottee whose name appear 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.

31. SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the apart menu plot or building, as the case may be, prior to the execution and registration of (his Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

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 Act and the Rules and Regulations made thereunder including other applicable 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 said 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 under the Arbitration and Conciliation Act. 1996,

Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure shut such additional terms and conditions fire not in derogation & for inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder]

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)

(1) Signature

Name

Address

(2) Signature

Name

Address

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature

Name

Address

At on

in the presence of:

WITNESSES:

1. Signature Name Address _

2. Signature Name

Address _____

SREERAM NIRMAN (P) LTD.


Director

DEED OF CONVEYANCE

This AGREEMENT FOR SALE (“Agreement”) executed on this -----
day of November, **2024**)

Property Sold : One self contained residential self contained **flat No:** ----**on the**
__floor admeasuring area **of __Sq Ft(__ Sq Mtr)** Carpet Area/ saleable area
along with parking No __admeasuring area of __sq ft at “**SREE RAM**” situated at
Premises No-348/231 N.S.C. Bose Road, P.O. Naktala, P.S. Netaji Nagar, Ward no-
100, under Kolkata Municipal Corporation , Kolkata-700047..

BY AND BETWEEN

(1A) _____, PAN.-----, AADHAAR NO.-----, son/daughter of ----- and wife of -----, by faith Hindu, by occupation -----, by Nationality -----, **(1B)** _____, PAN.-----, AADHAAR NO.-----, son/daughter of -----, by faith Hindu, by occupation-----, by Nationality -----, **(1C)**-----, PAN.- -----, AADHAAR NO.-----, son/daughter of -----, by faith -----, by occupation-----, by Nationality -----, (2)----- -----, PAN.-----, AADHAAR NO.-----, son of -----, by faith -----, by occupation -----, by Nationality -----, (3) ---- -----, PAN.-----, AADHAAR NO.-----, son of -----, by faith -----, by occupation -----, by Nationality -----, (4)----- -----, PAN.-----, AADHAAR NO.-----, son of -----, by faith Hindu, by occupation -----, by Nationality -----, and all are residing at -----, -----, P.O.-----, P.S. -----, Kolkata - -----, hereinafter collectively called the "**OWNERS/VENDORS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, administrators, legal representatives and assigns) being represented by their constituted attorney **SREERAM NIRMAN PVT LTD**, PAN AAUCS1793D a company having its office at-1/78, Naktala, P.O. Naktala, P.S.Jadavpur now Netaji Nagar, Kolkata-700047, represented by one of its Director **SRI. RAJIB DEY**, Son of Sri Subhas Chandra Dey, by faith-Hindu, by occupation-Business, by Nationality- Indian, residing at-40, South Roynagar, Bansdroni, P.O. Bansdroni, P.S. Regent Park now Bansdroni, Kolkata-700070, District South 24-Parganas, by virtue of a Registered Power of Attorney dated 12/12/2019 which was registered in the office of D.S.R-I at Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1601-2019, Pages from 184436 to 184477, Being No.160103668 for the year 2019, of the **FIRST PART**.

A N D

(1) _____, PAN.-----, AADHAAR NO.----- daughter of --- ----- and wife of -----, by Faith-Hindu, by occupation-----

-----, by Nationality-Indian, and **(2)** -----, PAN.-----, AADHAAR NO.-----, son of -----, by Faith-Hindu, by occupation-----, by Nationality-Indian, both residing at -----, ----- Road, P.O- -----, P.S- ----- -- Kolkata-----, hereinafter jointly referred to as the **'PURCHASERS'** (which expression shall unless excluded by or, repugnant to the context shall mean and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

A N D

SREERAM NIRMAN PVT LTD, PAN AAUCS1793D a company having its office at-1/78, Naktala, P.O. Naktala, P.S.Jadavpur now Netaji Nagar, Kolkata-700047, now corresponding to 1/83, Naktala, P.O. Naktala, P.S.Jadavpur now Netaji Nagar, Kolkata-700047, being represented by its Director **SRI. RAJIB DEY**, PAN.ADSPD1437F, AADHAR NO.222484703553, Son of Sri Subhas Chandra Dey, by faith-Hindu, by occupation-Business, by Nationality- Indian, residing at 40, South Roynagar, Bansdrone, P.O. Bansdrone, P.S. formerly Regent Park now Bansdrone, Kolkata-700070, District South 24 Parganas, hereinafter referred to as the **DEVELOPER/CONFIRMING PARTY** (which terms of expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, legal representative, administrators and assigns) of the **THIRD PART.**

WHEREAS by an Indenture of Deed of Gift bearing dated -- day of ----, ----- and registered at Additional District Registrar Alipore Office and recorded in Book No.---, Volume No.----, Pages No.----- to -----, Being No.-----, for the year ----- ALL THAT a piece and parcel of Bastu Land measuring ----- Cottahs ---- Chittaks ---- Sq. Ft. and be the same and / or a little more or less comprising in C.S. Dag as well as C.S.Plot No.--- -- (P), of Mouza-----, J.L. No.-----, E/P. No.-----, S.P.No.----- lying and situated within P.S. -----, in the District of ----- was gifted by the Refugee, Relief and Rehabilitation Department Govt. of west Bengal, to 1. ----- now deceased, 2. ----- now deceased, and 3. -----, 4.-----, 5. ----- and 6.----- mentioned as the Donee therein and morefully described in the Schedule "A" below.

AND WHEREAS thus the said 1. ----- now deceased, 2. ----- now deceased, and 3. -----, 4.-----, 5. ----- and 6.----- became the joint owners therein got the said Bastu Land

measuring ----- Cottahs ----- Chittaks ----- Sq. Ft. and be the same and / or a little more or less comprising in C.S. Dag as well as C.S.Plot No.----- (P), of Mouza-----, J.L. No.-----, E/P. No.-----, S.P.No.----- lying and situated within the ward No.----- of the Kolkata Municipal Corporation, within P.S. formerly ----- thereafter ----- now -----, in the District of ---- ----- as a Refugee and a displaced person from East Pakistan now Bangladesh.

AND WHEREAS since the said Deed of Gift the said 1. ----- now deceased, 2. --- ----- now deceased, and 3. -----, 4.-----, 5. ----- and 6.----- became all the joint owners and seized and peaceful possession and enjoyment of the said Land measuring ----- Cottahs ----- Chittaks ----- --- Sq. Ft. be the same and / or a little more or less together with a ----- storied dwelling structure on ground floor measuring about ----- Sq. Ft. and first floor measuring about ----- Sq. Ft. i.e. total measuring about ----- Sq. Ft. standing thereon without any interruption or hindrances from others by mutating name in Kolkata Municipal Corporation and paying all necessary taxes as sixteen annas owner therein.

AND WHEREAS the said ----- died intestate on ----- leaving behind his surviving widow Smt. ----- and four Sons namely -----and ----- ----- and ----- and ----- respectively and two daughters namely ----- and -----, as his only legal heirs and successors and claimants to inherit his undivided and un-demarcated ----- share of the said property by way of Hindu Succession Act. 1956.

AND WHEREAS thereafter the said ----- became the owner of undivided and un-demarcated ----- share i.e. ----- Sq. Ft. in respect of land and undivided and un-demarcated ----- share of a ----- storied dwelling structure on ground floor measuring about ----- Sq. Ft. i.e. ----- Sq. Ft. super built-up area and first floor measuring about ----- Sq. Ft. i.e. ----- Sq. Ft. super built-up area of Structure and her four Sons namely ----- and ----- and ----- ----- and ----- each respectively became the owner of undivided and un-demarcated ----- share of land i.e. ----- Sq. Ft. and undivided and un-demarcated ----- share of a ----- storied dwelling structure on ground floor measuring about ----- Sq. Ft. i.e. ----- Sq. Ft. super built-up area and first floor measuring about ----- Sq. Ft. i.e. ----- Sq. Ft. super built-up area of Structure each respectively and----- daughters namely ----- became the owner of undivided and un-demarcated -----share of land i.e. ----- Sq. Ft.

and undivided and un-demarcated ----- share of a Two storied dwelling structure on ground floor measuring about ----- Sq. Ft. i.e. ----- Sq. Ft. super built-up area and first floor measuring about ----- Sq. Ft. i.e. ----- Sq. Ft. super built-up area of Structure and ----- became the owner of undivided and un-demarcated ----- share of land i.e. ----- Sq. Ft. and undivided and un-demarcated ----- share of a ----- storied dwelling structure on ground floor measuring about ----- Sq. Ft. i.e. ----- Sq. Ft. super built-up area and first floor measuring about ----- Sq. Ft. i.e. ----- Sq. Ft. super built-up area of Structure.

AND WHEREAS thereafter the said ----- died intestate on ----- leaving behind her surviving ----- Sons namely ----- and ----- and ----- and ----- respectively and -----daughters namely ----- and -----, as her only legal heirs and successors.

AND WHEREAS after the death of said ----- her ----- Sons namely ----- and ----- and ----- and ----- respectively became the owner of undivided and un-demarcated ----- share of land i.e. ----- Sq. Ft. =-----q. Ft. and undivided and un-demarcated ----- share of a ----- storied dwelling structure on ground floor measuring about ----- Sq. Ft. i.e. ----- Sq. Ft. super built-up area and first floor measuring about -----Sq. Ft. i.e. ----- Sq. Ft. super built-up area of Structure each respectively and two daughters namely ----- became the owner of undivided and un-demarcated ----- share of land i.e. ----- Sq. Ft. =-----q. Ft. and undivided and un-demarcated ----- share of a ----- storied dwelling structure on ground floor measuring about----- Sq. Ft. i.e. ----- Sq. Ft. super built-up area and first floor measuring about ----- Sq. Ft. i.e. ----- Sq. Ft. super built-up area of Structure and ----- became the owner of undivided and un-demarcated ----- share of land i.e. -----Sq. Ft. and undivided and un-demarcated ----- share of a ----- storied dwelling structure on ground floor measuring about ----- Sq. Ft. i.e. ----- Sq. Ft. super built-up area and first floor measuring about ----- Sq. Ft. i.e. ----- Sq. Ft. super built-up area of Structure area be the same and / or a little more or less together with the undivided proportionate share of landed property measuring ----- Cottahs -- ----- Chittaks ----- Sq. Ft. be the same and / or a little more or less and comprising in C.S. Dag as well as C. S. Plot No.----- of Mouza - -----, J.L. -----, E/P. No.-----, S.P.No.----- lying and situated within the ward No.-----

of the Kolkata Municipal Corporation, within P.S. formerly ----- thereafter -----
--- now -----, in the District of -----.

AND WHEREAS thereafter the said Narayan Chandra Dey died intestate on 03.07.2017 leaving behind his surviving widow ----- and----- daughters namely -----
--- and ----- as his only heirs successors and claimants to inherit jointly undivided and un-demarcated ----- share of the said property by way of Hindu Succession Act. 1956.

AND WHEREAS by way of deed of gift and by way of inherit the said ----- and ----- and ----- jointly became the Owner of the undivided and un-demarcated ----- share of the said property and ----- became the Owner of the undivided and un-demarcated ----- share of the said property and ----- became the Owner of the undivided and un-demarcated ----- share of the said property and ----- became the Owner of the undivided and un-demarcated ----- share of the said property and ----- became the Owner of the undivided and un-demarcated ----- share of the said property and ----- became the Owner of the undivided and un-demarcated ----- share of the said property and they have been jointly enjoying the said Land measuring ----- Cottahs ----- Chittaks ----- Sq. Ft. and be the same and / or a little more or less comprising in C.S. Dag as well as C. S. Plot No.----- of Mouza - -----, J.L. No.-----, E/P. No.-----, S.P.No.----- lying and situated within the ward No.----- of the Kolkata Municipal Corporation, within P.S. formerly ----- thereafter-----now -----, in the District of ----- without any interruption or hindrances from others by mutating their names in the Kolkata Municipal Corporation and paying all necessary taxes.

AND WHEREAS said ----- on ----- out of natural love and affection gifted and transferred her undivided and un-demarcated share in the said property in favour of said (1a)----- and (1b)----- and (1c)----- and (2)----- and (3)----- and (4)-----by virtue of a registered Gift deed which was registered in the office of the A.D.S.R. Alipore, South 24 Parganas, and being No.I-----, for the year -----.

AND WHEREAS said ----- on ----- out of natural love and affection gifted and transferred her undivided and un-demarcated share in the said property in favour of said (1a)----- and (1b)-----and (1c)----- and (2)----- and (3)----- and (4)----- by virtue of a registered Gift

deed which was registered in the office of the A.D.S.R. Alipore, South 24 Parganas, and being No.I-----, for the year -----.

AND WHEREAS and thus said (1a)----- and (1b)----- and (1c)----- and (2)----- and (3)----- and (4)----- became the joint owners of the land measuring about -----Cottahs ----- Chittaks ----- Sq. Ft. be the same or a little more or less with a ----- storied dwelling structure on ground floor measuring about----- Sq. Ft. and first floor measuring about ----- Sq. Ft. i. e. total measuring about -----Sq. Ft. standing thereon situated at K.M.C. Premises No.-----, -----, having postal Address at -----, Kolkata-----.

AND WHEREAS since then the said landed property is now known and numbered as the K.M.C. Premises -----, -----, having postal Address at -----, being Assessee No.-----, lying and situated within the ward No.----- of the Kolkata Municipal Corporation, within P.S. ----- thereafter -----now -----, in the District of ----- with absolute right, title and interest morefully described in the Schedule-“A” below as the said property.

AND WHEREAS the Developer after proper inspection of the said land & the building thereon being interested to develop the said property by demolishing the old building & erecting a new building thereon has approached to the First Party/the Land Owners herein and the first party considering the proposal of the joint venture as financially viable has agreed to do the same for mutual benefits.

AND WHEREAS thereafter in respect of the development of the said property described in the Schedule ‘A’ below it has been agreed by and between the Owner and the Developer to construct a ----- storied building as per sanctioned building plan to be sanctioned by the Kolkata Municipal Corporation, containing several flats, as per Building Plan thereon. The Owner accepts the said proposal of promotion work of the said property and the owner herein, have entered into a registered Joint-Development Agreement with the developer to develop the said property on ----- which was registered in the office of D.S.R.----- at Alipore, -----, and recorded in Book No.--, Volume No. -----, Pages from ----- to -----, Being No.----- for the year ----- and also executed a Registered Power of Attorney dated ----- which was registered in the office of D.S.R.----- at Alipore, South 24 Parganas and recorded in Book No. --, Volume No. -----, Pages from ----- to -----, Being No.----- for the year ----- and thereby agreed to construct a ----- storied building upon the said land with some terms and conditions specifically stated

therein. In terms of one of the agreement the developer is entitled to sell the developer's allocation in the said proposed building to be constructed as per sanctioned plan Vide Building permit No.----- dated ----- of K.M.C. Accordingly.

AND WHEREAS after completion of construction of the proposed building including the flats, as the Purchasers herein intends to get the registration of the flat done after inspection of all the Original Copies of the documents, including the title of the Vendor and the Developer's Agreement, General Power of Attorney, and sanctioned building plan and after satisfying themselves about the title of the Vendors and the right of the Developer in respect of the said flat, the purchasers herein negotiated with the owner/Vendor herein and entered into an Agreement for Sale dated ----- - and the terms and conditions are laid down therein and the purchasers has already paid of the total consideration of Rs.-----/- (Rupees ----- Only) in order to purchase a self contained flat, vide flat no. -----, measuring about ----- sq. ft. super built up area, situated on the West Side of the 3rd floor, having Marble Floor and consisting of ----- Bed Rooms, ----- Kitchen-cum-Dining, ----- Toilet, ----- W.C. ----- Verandah of the said ----- storied building together with undivided proportionate share of land comprised in the premises with other proportionate share of common areas in the said ----- storied building, hereinafter referred to as the "**said flat**", to be used for residential purpose, for a total consideration of Rs.-----/- (Rupees -----Only), more fully described in the Schedule 'B' below.

AND WHEREAS with a view to transfer the said flat as mentioned in the Schedule 'B' below in favour of the Purchasers herein, the Purchasers requested the Vendor and the Developer herein to execute and register proper Deed of Conveyance in favour of the Purchasers herein in respect of the said flat on payment of the total consideration amount of Rs.-----/- (Rupees ----- Only), which amount has already been paid by the Purchasers to the Developer herein, who do hereby admits and acknowledges the same as per memo of consideration below and the Vendor herein has agreed to register the same and the Developer herein has agreed to join as Confirming Party therein, before the registering authority at the cost of the Purchasers.

AND WHEREAS the vendor herein have good right, full power and absolute authority to convey the property described in the Schedule 'B' below, free from all encumbrances, charges, attachments, liens, lispence, suits and proceedings in any manner whatsoever. The Property hereby conveyed is more fully described in the

Schedule 'B' below and delineated in the **RED** border in the plan or map annexed herewith.

NOW THIS INDENTURE WITNESSETH that in pursuant to the said agreement and settlement made between the Vendor, the Developer and the Purchasers herein and in consideration of the said total sum of Rs.-----/- (Rupees ----- -- Only), truly paid by the Purchasers herein in the manner as described in the recital of these presents as per the Memo of Consideration below the said entire consideration money hereof having been received and appropriated by the Developer herein, the receipt whereof the Developer hereby admits and acknowledges, as per memo hereunder written and the Vendor do hereby grant, transfer, assign and assure unto the said Purchasers free from all encumbrances all that a self contained flat vide flat no. -----, measuring about ----- sq. ft. super built up area, situated on the - ----- Side of the -----floor, having -----Floor and consisting of ----- Bed Rooms, ----- Kitchen-cum-Dining, ----- Toilet, ----- W.C. ----- Verandah of the said -----storied building together with undivided proportionate share of land comprised in the premises with other proportionate share of common areas in the said ----- storied building, to be used for residential purpose, located at being the Kolkata Municipal Corporation Premises No. -----, -----, having postal Address at -----, Kolkata-----, lying and situated within the ward No.----- of the Kolkata Municipal Corporation, within P.S. ----- thereafter ----- now -----, in the District of -----, together with the undivided proportionate share of the land, more fully described in the Schedule 'B' hereunder, together with the benefit of all other rights, liberties, easements, appurtenances, appendages and all estate, right, title interest and claim in the said flat whatsoever the Vendor has or had in the said flat free from all encumbrance, attachments, charges, lines, lispence, suits and proceedings, in any manner whatsoever **TO HAVE AND TO HOLD** the said flat hereby conveyed to the Purchasers absolutely and forever and that the Vendor do hereby grant, transfer convey, release and assign unto the Purchasers the said flat more fully delineated in the sketch map annexed hereto and marked with **RED** border with all easements, appurtenances, rights, liberties attached thereto hereby granted, sold, transferred, conveyed, released, assigned, confirmed absolutely or intended so to be unto and to the use of the Purchasers absolutely and forever free from all encumbrances and the Purchasers may time to time and shall at all times hereafter peaceably and quietly possess each and every part thereof without any lawful interruption from any quarter

and the Vendor doth hereby covenant with the Purchasers that **NOTWITHSTANDING** any act, deed, matter or thing by the Vendor made done or executed or knowingly suffered to the contrary and the Vendor have now good right, full power and absolute authority to grant, transfer, convey, release, confirm and assign the said flat together with the undivided proportionate share and interest in the land underneath the said flat hereby granted, sold, transferred, conveyed, released assigned and confirmed expressed or intended so to be unto and to the use of the Purchasers absolutely and forever in the manner aforesaid and the Vendor and all persons having all lawfully and/or equitably claiming any estate or inheritance in the said piece and parcel of the undivided proportionate share and interest in the land in respect of the said flat together with the rights of all other easements and appurtenances attached to the said flat hereby granted, transferred, sold, assigned, conveyed and released in favour of the Purchasers herein more fully described in the Schedule 'B' hereunder written and depicted in the sketch map annexed hereto marked **Red** border hereby granted, sold, transferred and the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchasers shall do execute and cause to be done and executed all such further or other acts, deeds matters or things further more perfectly securing the said flat up to and to the use of the Purchasers in the manner aforesaid as the Purchasers shall reasonably require, and the Vendor further covenant with the Purchasers that they shall and will at all times, indemnify and keep indemnified and keep harmless the Purchasers against all claims and demands whatsoever in respect of the said flat hereby sold or conveyed and also in the event of any defect and deficiency if be found or discovered by the Purchasers relating to the title of the vendor to the said flat. **AND THAT** the Purchasers agree and covenant with the Vendor:

1. **THAT** the Purchasers shall be liable to pay directly to the authorities or contribute in proportion to the floor area of the flat hereby conveyed to the Purchasers towards payment to the Municipal Taxes and other outgoing in respect of the said flat hereby conveyed in favour of the Purchasers, from the date of execution of these presents.
2. **THAT** Purchasers shall have no individual claim or right of any nature or kind whatsoever in respect of any of the open space or common places, lobbies, stair case, terraces and other portions of the said building, however the Purchasers shall have free clear and uninterrupted right to egress and ingress and enjoyment of the said flat.
3. **THAT** Purchasers at their own cost shall maintain the said flat in good condition, state and order and shall abide by all bye laws, rules and regulations

of Government, Kolkata Municipal Corporation and/or any other authorities and local bodies and shall be responsible for all deviations, violations or breaches of any of the conditions or rules or bye laws and shall observe and perform all the covenant made in these presents. The Purchasers shall have the right to decorate the interior walls without making any additions or alterations of the space acquired by them.

4. **THAT** the Purchasers hereby agree to change the name regarding the separate electric meter or electricity connection in respect of the said flat at their own cost and shall bear and pay the electricity deposits and/or charges to the electricity authorities for the electricity which may be consumed.
5. **THAT** the Purchasers hereby covenant to keep the said flat and the partition walls thereto in good condition and in particular so as to support shelter other parts of the said building and also the rights and interest of the occupants of other portions of the said building.
6. **THAT** the Purchasers shall after being put in the possession of the said flat maintain and keep the same in a good habitable and tenantable, repaired condition and shall not do or suffer or cause to be done or suffered anything in or about the building which may in any manner tantamount to the gross illegality or suffering or objectionable to peaceful occupation of other flat in the said building.
7. **THAT** it is hereby declared that the interest in the land underneath shall remain impartible.

SCHEDULE "A" ABOVE REFERRED TO
(DESCRIPTION OF THE LAND)

ALL THAT piece or parcel of Land measuring about ----- Cottahs ----- Chittaks ----- Sq. Ft. and be the same and / or a little more or less comprising in C.S. Dag as well as C.S.Plot No.----- ,of Mouza-----, J.L. No.-----, E/P. No.-----, S.P.No.----- with a ----- storied Building standing thereon and being K.M.C. Premises No.-----, -----, having its postal Address at -----, Kolkata-----, being Assessee No.-----, lying and situated within the ward No.---- of the Kolkata Municipal Corporation, within P.S. Jadavpur thereafter Patuli now Netaji Nagar, Sub Registry office at A.D.S.R. Alipore, in the District of South 24-parganas along with all right, use, benefit and enjoyment, privileges, attached thereto namely, sewerage, water course, entrance, electricity, drain, fittings, fixtures and installation whatsoever together with easement and quasi easement right etc, and

delineated in the Map or Plan annexed hereto and shown within **RED** border lines and the said landed property which is butted and bounded in the manner following that is to say :-

On the East : By ----- Feet wide ----- Road(-----).

On the West : By -----Feet wide -----.

On the North: By -----(-----Feet wide ----- Road).

On the South : By -----.

SCHEDULE "B" ABOVE REFERRED TO

(Property to be sold)

ALL THAT a piece and parcel of a self contained residential flat, vide flat no. -----, measuring about ----- sq. ft. super built up area, situated on the ----- Side of the ----- floor, having -----Floor and consisting of ---- Bed Rooms, ---- Kitchen-cum-Dining, ----- Toilet, ----- W.C. ----- Verandah of the said ----- storied building together with undivided proportionate share of land comprised in the premises with other proportionate share of common areas in the said ----- storied building, to be used for residential purpose, located at being the Kolkata Municipal Corporation Premises No. -----, -----, having its postal Address at -----, Kolkata-----, being Assessee No.-----, lying and situated within the ward No.----- of the Kolkata Municipal Corporation, within P.S. ----- thereafter ----- now -----, Sub Registry office at A.D.S.R. Alipore, in the District of South 24-parganas, together with the undivided proportionate share of the land, comprised in the premises with other proportionate share of common areas in the said building, to be used for residential purpose marked with '**RED**' border in the annexed plan, the particulars of such premises and property more clearly mentioned in the Schedule- 'A' hereinabove written.

THE SCHEDULE "C" ABOVE REFERRED TO

(Common areas)

1. Stair case and lift on all the floors.

2. Stair case landing, lift landing on all floors in common with the other flat owners of the building as well as the owners and / or the flat owners of the building.
3. Common passage on the ground floor.
4. Septic Tank.
5. Space for Water pump, overhead and underground water tank water pipes and other common plumbing installations.
6. Main switch, common light fittings, pump operating electrical meter and fittings (excluding those, as is installed for any particular flat).
7. Stair case room from ground to roof.
8. Drainage and sewers.
9. Watchman's room.
10. Roof, boundary walls and main gates.
11. Such other common parts , areas, equipment's, installations, fixtures, fittings and space in or about the said building as is necessary for passage to or user and occupancy of the flats in common and as is specified expressly to be the common parts after construction of the building, the roof and / or terrace.

THE SCHEDULE "D" ABOVE REFERRED TO

(Common expences)

- a. The expenses of maintaining, repairing redecorating and renewing the main structures and in particular the drainage system, sewerage, rain water discharge arrangement, water supply system. Electricity supply to all common areas mentioned in the Schedule "C" hereinabove.
- b. The expenses of repairing maintaining colour painting the main structures of the building including the exterior and also the common areas of the building described in the Schedule "C" hereinabove.
- c. The cost of cleaning and lighting of the passage and spaces around the building lobby, corridors, Lift, staircases and other common areas of the entire building.
- d. Insurance premium of the building another expenses as may be necessary for or incidental to the maintenance and up keeping the premises, common areas and amenities.

- e. To share proportionately with other flat owners for payment of watchman or caretaker, sweeper and other staff if kept for the security and maintenance of the common parts of the building.

IN WITNESSES WHEREOF the Vendor, the Developer and the Purchasers herein have put their respective hands on this the day, month and year, first above written.

WITNESSES :-

- 1.

SIGNATURE OF THE OWNERS/ VENDORS

- 2.

SIGNATURE OF THE PURCHASERS

SIGNATURE OF THE DEVELOPER/

CONFIRMING PARTY

MEMO OF CONSIDERATION

RECEIVED the within mentioned sum of Rs.-----/- (Rupees -----
--- Only), from the purchaser herein, as total full and final consideration of these
presents.

On or before execution of these presents

1. By Cheque No.-----dated -----
drawn on -----Bank Rs.0,00,000/-
2. By Cheque No.----- dated -----
drawn on-----Bank Rs.00,00,000/-
3. By Cheque No.----- dated -----
drawn on-----Bank Rs.00,00,000/-
4. By Cheque No.----- dated -----
drawn on ----- Bank Rs.0,00,000/-
5. By Cheque No.----- dated -----
drawn on ----- Bank Rs.0,00,000/-
6. By Cheque No.----- dated -----
drawn on ----- Bank Rs.0,00,000/-
7. By Cheque No.----- dated -----
drawn on ----- Bank Rs.0,00,000/-

TOTAL Rs.00,00,000/- (Rupees ----- Only)

WITNESSES:-

1.

SIGNATURE OF THE DEVELOPER/

CONFIRMING PARTY

2.

SREERAM NIRMAN (P) LTD.

R. n. b.
Director