

SALE DEED

THIS SALE DEED IS MADE ON THIS THE [•] DAY OF [•] 2024, AT KOLKATA



**BY AND BETWEEN**

1. **M/S. ADRIJA CONSTRUCTIONS PVT. LTD. (PAN AAGCA4862P)**, a company incorporated under the provisions of The Companies Act 1956, having its registered office at 27, Weston Street, P.O.Bow Bazar & P.S. Bow Bazar, Kolkata – 700 012, represented by its Authorised Signatory **Shri** \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No. \_\_\_\_\_), son of \_\_\_\_\_, resident of \_\_\_\_\_, P.O. \_\_\_\_\_ & P.S. \_\_\_\_\_, West Bengal – \_\_\_\_\_, duly authorized vide Board Resolution dated \_\_\_\_\_;
2. **AARYA CONSTRUCTIONS PVT. LTD., (PAN AAGCA8686F)** a company registered under the Companies Act, 1956 having registered office at 27, Weston Street, P.O.Bow Bazar & P.S. Bow Bazar, Kolkata – 700012, represented by its Authorised Signatory **Shri** \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No. \_\_\_\_\_), son of \_\_\_\_\_, resident of \_\_\_\_\_, P.O. \_\_\_\_\_ & P.S. \_\_\_\_\_, West Bengal – \_\_\_\_\_, duly authorized vide Board Resolution dated \_\_\_\_\_;
3. **M/S. BALI CONSTRUCTIONS PVT. LTD. (PAN AADCB2423Q)**, a company incorporated under the provisions of The Companies Act 1956, having its registered office at 27, Weston Street, P.O.Bow Bazar & P.S. Bow Bazar, Kolkata – 700 012, represented by its Authorised Signatory **Shri** \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No. \_\_\_\_\_), son of \_\_\_\_\_, resident of \_\_\_\_\_, P.O. \_\_\_\_\_ & P.S. \_\_\_\_\_, West Bengal – \_\_\_\_\_, duly authorized vide Board Resolution dated \_\_\_\_\_;
4. **M/S VARADA CONSTRUCTIONS PVT. LTD., (PAN No. AACCV5997J)** a company incorporated under the provisions of The Companies Act 1956, having its registered office at 27, Weston Street, Kolkata – 700 012, P.O.Bow Bazar & P.S. Bow Bazar, represented by its Authorised Signatory **Shri** \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No. \_\_\_\_\_), son of \_\_\_\_\_, resident of \_\_\_\_\_, P.O. \_\_\_\_\_ & P.S. \_\_\_\_\_, West Bengal – \_\_\_\_\_, duly authorized vide Board Resolution dated \_\_\_\_\_;
5. **M/S SAADHVI CONSTRUCTIONS PVT. LTD. (PAN AALCS2476C)**, a company incorporated under the provisions of The Companies Act 1956, having its registered office at 27, Weston Street, P.O.Bow Bazar & P.S. Bow Bazar, Kolkata – 700 012, represented by its Authorised Signatory **Shri** \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No. \_\_\_\_\_), son of \_\_\_\_\_, resident of \_\_\_\_\_, P.O. \_\_\_\_\_ & P.S. \_\_\_\_\_, West Bengal – \_\_\_\_\_,



duly authorized vide Board Resolution dated \_\_\_\_\_ ;

6. **M/S. NIRANJANA CONSTRUCTIONS PVT. LTD. (PAN AACCN5998B)**, a company incorporated under the provisions of The Companies Act 1956, having its registered office at 27, Weston Street, P.O. Bow Bazar & P.S. Bow Bazar, Kolkata – 700 012, represented by its Authorised Signatory **Shri** \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No. \_\_\_\_\_), son of \_\_\_\_\_, resident of \_\_\_\_\_, P.O. \_\_\_\_\_ & P.S. \_\_\_\_\_, West Bengal – \_\_\_\_\_, duly authorized vide Board Resolution dated \_\_\_\_\_ ;
7. **M/S. BESTLITE MERCANTILE PVT. LTD. (PAN AACCB5334M)**, a company incorporated under the provisions of The Companies Act 1956, having its registered office at 4, Netaji Subhas Road, P.O. G.P.O & P.S. Hare Street, Kolkata – 700 001, represented by its Authorised Signatory **Shri** \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No. \_\_\_\_\_), son of \_\_\_\_\_, resident of \_\_\_\_\_, P.O. \_\_\_\_\_ & P.S. \_\_\_\_\_, West Bengal – \_\_\_\_\_, duly authorized vide Board Resolution dated \_\_\_\_\_ ;
8. **M/S. DEVADIDEV CONSTRUCTIONS PVT. LTD. (PAN AACCD8672L)**, a company incorporated under the provisions of The Companies Act 1956, having its registered office at 147, Nilgunge Road, P.O. Belgharia & P.S. Belgharia, Kolkata – 700 056, represented by its Authorised Signatory **Shri** \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No. \_\_\_\_\_), son of \_\_\_\_\_, resident of \_\_\_\_\_, P.O. \_\_\_\_\_ & P.S. \_\_\_\_\_, West Bengal – \_\_\_\_\_, duly authorized vide Board Resolution dated \_\_\_\_\_ ;
9. **M/S. HANSINI CONSTRUCTIONS PVT. LTD. (PAN AADCH1743H)**, a company incorporated under the provisions of The Companies Act 1956, having its registered office at 147, Nilgunge Road, P.O. Belgharia & P.S. Belgharia, Kolkata – 700 056, represented by its Director/ Authorised Signatory **Shri** \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No. \_\_\_\_\_), son of \_\_\_\_\_, resident of \_\_\_\_\_, P.O. \_\_\_\_\_ & P.S. \_\_\_\_\_, West Bengal – \_\_\_\_\_, duly authorized vide Board Resolution dated \_\_\_\_\_ ;
10. **MR. RAHUL SARAF, (PAN AKOPS6728D) (Aadhar No. 3392 3219 5734)** son of Late Sanwar Mull Shroff, by faith Hindu, by occupation business, working for gain at 4/1 Red Cross Place, Kolkata 700 001, P.O. G.P.O., & P.S. Hare Street, represented by his Constituted Attorney **Shri** \_\_\_\_\_, (PAN \_\_\_\_\_) (Aadhar No. \_\_\_\_\_), son of \_\_\_\_\_, resident of \_\_\_\_\_, P.O. \_\_\_\_\_ & P.S. \_\_\_\_\_, West Bengal – \_\_\_\_\_, appointed vide a registered Power of Attorney dated **10.11.2023**



hereinafter jointly and severally referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the context shall mean and include its/ his successor/ successors in office, its assigns, nominees, administrators and executors) of the **FIRST PART**;

**AND**

**M/S. FORUM PROPERTIES HOLDINGS PVT. LTD.**, a company incorporated under the provisions of The Companies Act 1956, having its registered office at 4/1 Red Cross Place, Kolkata 700 001 having Income Tax PAN No. [•], represented by its Director being [•], son of [•], aged about [•] years working for gain at [•] having Income Tax PAN No. [•] and Aadhar No. [•]; **hereinafter referred to as the “PROMOTER”** (which expression shall unless excluded by or repugnant to the context shall mean and include its/ his successor/ successors in office, its assigns, nominees, administrators and executors) of the **SECOND PART**;

**AND**

[•] residing at [•] having Income Tax PAN [•] and Aadhar No. [•], hereinafter referred to as the “**PURCHASER/S/ALLOTTEE/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual or individuals his/her/their respective heirs, executors, administrators and assigns/its successors and in case of a body corporate its successors-in-title and in case of a partnership firm the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors, administrators of the last surviving partner and in case of a Hindu Undivided Family, the Karta and the members for the time being and from time to time, the Coparceners and the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the last survivor of them and in case of a trust, trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs executors and administrators of the last survivor of them) of the **THIRD PART**;

The Owners and the Promoter shall hereinafter collectively be referred to as the “**Vendors**”.

The Owners, Promoter and Allottee(s) shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS:**

1. The Owners own all that piece and parcel of land admeasuring 56.980 acres of land in Mouza Jagadipsur, Dist North 24 Parganas, JL No 67 [hereinafter referred to as the “**Said Land**” more fully described in Schedule A. A detailed title flow of the Said Land is duly annexed herein as “**Annexure A**” herein.
2. An application under Rule 7(3) of the West Bengal Town and Country Planning (Development of Township Projects) Rules, 2008 for provisional permission for carrying out a township project was made by the Promoter to West Bengal Housing Infrastructure Development Corporation Limited (“**WBHIDCO**”).
3. In furtherance thereof, WBHIDCO has approved the Master Plan and provided Development Permission for the “**Innovative Township**” on an area of 56.980 acres of land within Mouza Jagadipsur, JL No 27, District North 24 Parganas on 31.08.2023



vide Letter No 746/HIDCO/Plng/Plng Area/638(2)/2014 (Vol.3) and on 14.09.2023 vide letter No 780/HIDCO/Plng/Plng Area/638(2)/2014 respectively.

4. The Owners entered into a Development Agreement dated 30<sup>th</sup> November 2022 with the Promoter, which is recorded in Book I, CD Volume No. 1903-2022, Pages 529605 to 529828, Being no. 190311260 for the year 2022 registered with the office of ARA III, Kolkata.
5. The Promoter have earmarked respective Plots and zones in the Township of varying use for the purpose of the development of Innovative Township. It has been decided by the owners that the Innovative Township shall be named "**FORUM ESTATES**- Aranya, Innovative Township".
6. The Promoter has registered **Forum Estates**- Aranya, Innovative Township, Phase-II with the Real Estate Regulatory Authority with Registration No [•] for plotted development for residential use only.
7. The Purchaser has approached the Promoter for Allotment of a plot of land in the **Forum Estates**- Aranya, Innovative Township, Phase-II, vide their Application being no. [•] dated [•].
8. The Promoter has accepted such proposal of the Purchaser and has provisionally allotted them Plot being No. [•] in Phase-II, herein after referred to as the "Said Plot".
9. The Promoter and the Purchaser have subsequently entered into an Agreement for Sale dated [•] duly registered with the office of [•] recorded in [•] with respect to Said Plot.
10. As per the terms of the Agreement for Sale, the Parties hereof have now agreed to enter into this Sale Deed for the absolute transfer of the Said Plot on the terms and conditions recorded in writing hereunder.

**NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED, UNDERSTOOD, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

#### 1. DEFINITIONS

- a. In these presents, unless it is repugnant to or inconsistent with the following expressions shall have the following meanings):
  - i. "**Act**" means the Real Estate (Regulation & Development) Act, 2016 including its subsequent amendments and the West Bengal Town and Country (Planning and Development) Act, 1979
  - ii. "**Allotment**" shall mean the provisional allotment of the Said Plot being [•] made to the Purchaser(s) by way of an allotment letter issued by the Promoter.
  - iii. "**Application**" shall mean the application made by the Allotee seeking provisional allotment of the Said Plot in the Said Project.



- iv. **“Advocates”** shall mean M/s S. K. Singhi & Partners LLP having its office at 4 Kiran Shankar Roy Road, Raja Chambers, 1st Floor, Kolkata 700 001.
- v. **“Allottee(s) / Purchaser (s)”** shall mean [•] as stated above. In case the Purchaser is a partnership firm, then the Partners for the time being of the said firm and such other person or persons who may be taken in or admitted as Partner or Partners of the said firm and their respective heirs, legal representatives, executors, administrators and assigns. If the Purchaser is a Hindu Undivided Family, then the Karta for the time being of the Hindu Undivided Family and his/her heirs, legal representatives and permitted assigns. If the Purchaser is a minor then his/her father or natural guardian who shall remain responsible for the performance of the obligation herein contained till such time the minor attains majority.
- vi. **“Authorities”** shall mean and include the statutory, local and other authorities including corporations, panchayats etc. having jurisdiction over the Said Plot.
- vii. **“Basic Infrastructure Amenities”** shall mean and include infrastructure to provide basic utilities and services like roads, power supply and distribution system, water supply drainage, sewerage, STP, LV (low voltage current supply point as per the Master Plan.
- viii. **“Competent Authority/ies”** shall mean and include West Bengal Housing Infrastructure Development Corporation Limited (“WBHIDCO”), Municipal Corporations or concerned municipality or Gram Panchayat or other authorities, as the case may be, having jurisdiction over the Said Plot as per the law for the time being in force.
- ix. **“Floor Space Index/ (FSI)”** shall mean the ratio of the combined gross floor area of all floors, except areas specifically exempted under applicable laws, to the total area of the Said Plot and calculated as per the provisions, norms, and guidelines set forth by the Competent Authority. Irrespective of the available FSI on the Said Plot the Allottee(s) shall only be entitled to such FSI the usage of which does not exceed MPCA of the Said Plot.
- x. **“Framer”** shall mean the designated company/ ies and/or agency/ies appointed by the Promoter for carrying out villa works on the Plot(s) in the Said Project.
- xi. **“Global Floor Space Index (GLOBAL FSI)”** shall mean the cumulative Floor Space Index available for development in the Township including but not restricted to the Basic FSI, any purchasable FSI, Premium FSI, Fungible FSI, and any other form of FSI / additional FSI which may be permitted under applicable laws and regulations or as per the provisions, norms, and guidelines set forth by the Competent Authority from time to time. The Global FSI shall exclusively be the property of the Vendors herein. The FSI apart from the above, including the Global FSI, if any, on the Township shall be the exclusive property of the Vendors and the Allottee shall have no



right title or claim on any other FSI in any manner and at any point of time whatsoever.

- xii. **“Maintenance”** shall mean those services rendered by the Promoter and/or the Maintenance Company so appointed, for operation and maintenance of Basic Infrastructure Amenities.
- xiii. **“Maintenance Company”** shall mean the company or the agency/ies appointed by the Promoter for the Maintenance of the Basic Infrastructure Amenities.
- xiv. **“Maintenance Expenses”** shall mean those expenses incurred for operation and maintenance of the Basic Infrastructure Amenities including but not limited to security, housekeeping, allied expenses etc.
- xv. **“Master Plan”** shall mean the plan sanctioned by WBHIDCO on 31.08.2023 vide Letter No 746/HIDCO/Plng/Plng Area/638(2)/2014 (Vol.3) and shall include any modification and/or alterations and/or additions thereto and the Allottee hereby consents to the same and the Said Plan shall also include any revised plan for horizontal extension/vertical extension of the Township that is submitted to the Competent Authority for approval.
- xvi. **“Maximum Permissible Construction Area / MPCA”** shall mean the maximum construction area allowed to be constructed on the Said Plot irrespective of the available FSI on the Said Plot as per the applicable building rules and regulations.
- xvii. **“Owner/s”** shall mean M/s Adrija Constructions Pvt. Ltd. [ADR], Bali Constructions Pvt. Ltd. [BCPL] Aarya Constructions Pvt. Ltd., [AAR], M/s Varada Constructions Pvt. Ltd., [VAR], M/s Saadhvi Constructions Pvt. Ltd., [SAD], M/s Niranjana Constructions Pvt. Ltd., [NIR], M/s Bestlite Mercantile Pvt. Ltd., [BES], M/s Devadidev Constructions Pvt. Ltd., [DEV], M/s Hansini Constructions Pvt. Ltd., [HAN], Mr. Rahul Saraf [RS].
- xviii. **“Phase-II / Forum Estates- Aranya, Innovative Township, Phase-II”** shall mean and include the selected Plots out of the Project being developed and demarcated by the Promoter in the first instance.
- xix. **“Plot”** shall mean an individual parcel of land demarcated and plotted by the Promoter in the Township.
- xx. **“Promoter”** shall mean the said Forum Properties Holdings Pvt. Ltd. having its registered office at 4/1 Red Cross Place, Kolkata 700 001 and shall include its successor and/or successors in interest/office and assigns/ nominees).
- xxi. **“Project / Residential Project / Said Project”** shall mean the plotted development in the Township for residential use only.
- xxii. **“Said Land”** shall mean all that piece and parcel of land admeasuring about 56.98 acres of land in Mouza Jagadipsur, Dist. North 24 Parganas, JL No 67 as described in **Schedule A** herein.



xxiii. "Said Plot" shall mean Plot No [•] admeasuring about [•] sq. ft. situated in zone [•], Phase-II having a Maximum Permissible Construction Area of [•] sq. ft. more fully mentioned in Schedule C herein.

xxiv. "Township" shall mean "Innovative Township", being "FORUM ESTATES- Aranya, Innovative Township", duly approved by WBHIDCO being developed on the Said Land.

## 2. INTERPRETATIONS

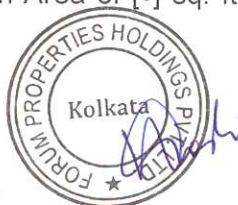
- a. Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or enactment of it for the time in force and all instruments, orders, plans, regulations, bylaws, permissions or directions at any time issued under it.
- b. A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- c. Any covenant by the Purchaser(s) not to act or do anything shall be deemed to include their obligation not to permit the said act or things to be done.
- d. Capitalized terms in this Agreement, unless the context otherwise requires, shall have the meanings ascribed to them in the "Definitions" clause of this Deed or as otherwise defined within the text of this Deed.
- e. Masculine gender shall include feminine and neuter genders and vice versa.
- f. Singular numbers shall include the plural and vice versa.
- g. The paragraph headings do not form part of this agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or the interpretation.

## 3. SUBJECT MATTER OF CONVEYANCE

- a. All that Plot being No. [•] at Zone [•] admeasuring [•] sq. ft. having Maximum Permissible Construction Area of [•] Sq. Ft. more fully mentioned in **Schedule "B"** in Phase-II.

## 4. CONSIDERATION & CONVEYANCE

- a. In consideration of the sum of **Rs [•]/- (Rupees [•])** paid by the Purchasers to the Promoter hereto on or before the execution of these presents, the receipt whereof the Vendors do hereby admit and acknowledge, the details of which are more fully described in Memo of Consideration mentioned herein, the Owners and Promoter hereto sell, transfer, convey, assign and assure unto and in favour of the Purchasers all that piece and parcel of the Said Plot being No. [•] in Zone [•] admeasuring about [•] sq. ft. along with the Maximum Permissible Construction Area of [•] sq. ft. for residential use only more fully





described in **SECOND SCHEDULE** herein below herein (hereinafter referred to as the "**Said Plot**").

- b. In consideration of the sum of **Rs [●]/- (Rupees [●])** paid by the Purchasers to the Promoter hereto on or before the execution of these presents, the receipt whereof the Owner and the Promoter do hereby admit and acknowledge, the details of which are more fully described in Memo of Consideration mentioned herein, the Owners and Promoter hereto sell, transfer, convey, assign and assure unto and in favour of the Purchasers the Said Plot, together with all title, benefits, easement or quasi-easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Plot and appurtenances and inheritances for access and the user thereof, free from all other encumbrances. TOGETHER WITH the reversion or reversions, remainder or remainders and the rent issues and profits thereof AND all the estate right title interest property claim and demand whatsoever of the Vendors and Purchaser into out of or upon the Said Plot, but only subject to the right of construction over the Said Plot upto the Maximum Permissible Construction Area only AND TO HAVE AND TO HOLD the Said Plot hereby sold, conveyed and transferred so to be unto to the use of the Purchasers, its representatives and assigns and forever free from all encumbrances but subject to the restrictions as contained herein AND FURTHER THAT notwithstanding any act, deed of things whatsoever by the Vendors and the Promoter any of its predecessors—in-title or executed or knowingly referred to the contrary, the Vendors have good right, full power and absolute authority regarding the Said Plot and indefeasible title to grant, sell, transfer or expressed or intended to do so unto and to the use of the Purchasers, its heirs, executors, administrators, representatives and assigns shall from this day and may at all times hereafter peaceably, quietly and suitably possess and enjoy the Said Plot and receive the rents, issues, profits thereof without any lawful eviction, hindrance, interruption, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust from or under any title AND THAT the Purchaser will and is sufficiently secured of from and against all and all manner of claim, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors or any or their predecessor-in-title or any person or persons lawfully or equitably claiming as aforesaid and FURTHER that the Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the Said Plot or any part thereof from, under, or in trust for the Vendors or any of its Predecessor-in-title shall be from time to time and at all times hereafter at the request and cost of the Purchasers, its heirs, executors, administrators, representatives and assigns do or caused to be done and execute all such acts deeds and things whatsoever for further better and more perfectly assigning the right, title and interest of the Purchaser to Said Plot and every part thereof unto and to the use of the Purchaser, its administrators, representatives and assigns in manner aforesaid as shall or may be reasonably required.
- c. That the Purchasers shall have the right to possess, enjoy and deal with the Said Plot for residential uses only and subject to the construction being done on the Said Plot up to Maximum Permissible Construction Area of [.] sq. ft. only at any point of time upon the execution of this Sale Deed.



## 5. VENDORS COVENANTS

- a. The Vendors hereby jointly covenant with the Purchaser as follows:
- i. THAT notwithstanding any act deed matter or thing whatsoever by the Vendors done or executed or knowingly suffered to the contrary the Vendors are now lawfully rightfully and absolutely seized and possessed of and/ or otherwise well and sufficiently entitled to the Said Plot.
  - ii. THAT notwithstanding any act deed or thing whatsoever done as aforesaid, the Vendors now have good right full power and absolute authority to grant convey transfer sell and assign the Said Plot and hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser(s) in the manner as aforesaid.
  - iii. THAT the Said Plot hereby sold granted and conveyed or expressed or intended so to be are now free from all claims, demands, encumbrances, liens, attachments, leases, lispensens made or suffered by the Vendors or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the owners.
  - iv. THAT the Purchaser(s) shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the Said Plot without any lawful eviction, interruption, claims or demands whatsoever by the owners or any person or persons having or lawfully or equitably claiming as aforesaid.
  - v. THAT the Purchaser(s) shall be freed, cleared and absolutely discharged, saved harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lispensens, or trust or claims and demands whatsoever created occasioned or made by the owners or any person or persons lawfully or equitably claiming as aforesaid.
  - vi. AND FURTHER THAT the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further and lawful acts, deeds or things whatsoever required as per Act, Rules, Regulations and/or as may be required by the Competent Authorities for further better or more perfectly assuring the Said Plot and every part thereof unto and to the use of the Purchaser(s) in the manner as aforesaid as shall or may be reasonably required.
  - vii. THAT all statutory revenue, taxes, surcharge, outgoings and levies of or on the Said Plot, relating to the period till the date of execution of this Deed, in respect of which demand has been made and/or is in the knowledge of the Vendors, shall be borne, paid and discharged by the Vendors, with regard to which the Vendors hereby indemnifies and agrees to keep the Purchaser(s) fully and comprehensively saved, harmless and indemnified.



- viii. THAT the Vendors declare that the Purchaser(s) shall be fully entitled to mutate its name in all public and statutory records and the owners hereby expressly consent to the same. The Vendors shall cooperate with the Purchaser(s) in all respects to cause mutation of the Said Plot in the name of the Purchaser(s) and in this regard shall sign all documents and papers as required by the Purchaser(s).
- ix. THAT the Vendors have not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby and where under the Said Plot hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

## 6. PURCHASER'S/ ALLOTTEE'S COVENANTS

a. The Purchaser hereby covenants with the Vendors that:

- i. THAT the Purchaser(s) shall at all times hereafter regularly and punctually make payment of all the municipal taxes and other outgoings and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the Said Plot.
- ii. THAT the Purchaser shall at all times pay the charges to the Promoter and/or the Maintenance Company so appointed by the Promoter and/or the Competent Authority, as the case may be, the Maintenance Expenses for the Basic Infrastructure Amenities from time to time.
- iii. THAT the Purchaser(s) shall pay the Municipality Tax, statutory taxes and other levies, if any, in respect of the Said Plot to the Promoter and from the date of execution of this Sale Deed till the mutation is done in the name of the Allottee(s)/Purchaser(s). Once the mutation is done in favour of the Purchaser, the Purchaser(s) shall pay all the above outgoings to the respective Competent Authorities.
- iv. THAT the Purchaser(s) confirm that for the purpose of construction of the residential villa on the Said Plot, the Purchaser shall appoint the Framer identified by the Promoter for carrying out villa works of the residential villa on the Said Plot.
- v. THAT the Purchaser(s) undertakes that the Said Plot shall be used for residential purposes only being the purpose which has been sanctioned by West Bengal Housing Infrastructure Development Corporation Limited (for short "WBHIDCO") as per the Master Plan, policy and the rules and regulations for the Township. The Purchaser(s) have to use the Said Plot for the construction of the Villa for the purpose of residential use only. The Purchaser(s) hereby gives consent and agrees and undertakes that the Allottee shall use the Said Plot only for the purpose for which it has been allotted to them and for no other purpose whatsoever.
- vi. THAT the Purchaser(s) undertakes assures and guarantees that the construction of the residential villa on the Said Plot shall be within the MPCA granted by the Promoter i.e. [•] Sq. Ft. only and no part of FSI applicable in the for the Said Plot, other than the FSI



consumed for construction of the Villa up to the actual built-up area within MPCA, shall be claimed by the Purchaser(s) in any manner or at any point of time whatsoever.

- vii. THAT the Purchaser(s) hereby consents and undertakes that irrespective of the FSI applicable on the Said Plot any construction to be done on the Said Plot shall be within the MPCA granted by the Promoter on the Said Plot. No further constriction beyond the MPCA shall be done in any manner whatsoever.
- viii. THAT the Purchaser(s) hereby consents that the unused FSI, if any, in the Said Plot shall always and exclusively be vested with the Vendors and the Purchaser shall not have any rights on the unused FSI. The unused FSI shall form part of Global FSI which shall always and exclusively belong to and vest with the Promoter. The Vendors shall be at its sole liberty and discretion to use this unused FSI forming part of Global FSI for any of such construction as may be permitted in the Township. The Purchaser further unconditionally and unequivocally agrees to the same and undertakes not to object to such usage of unused FSI or the Global FSI at any point in time, in any manner whatsoever.
- ix. THAT the Purchaser(s) shall, after taking possession, be solely responsible for maintaining the Said Plot at his/her own cost, and shall not do or suffer to be done anything in or to the Said Plot which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Plot.
- x. THAT the Purchaser(s) shall use the Said Plot solely for their own personal residence and for no other purpose whatsoever, including but not limited to office, showroom, guesthouse, or any commercial or non-residential use.
- xi. THAT the Purchaser hereby consents that AAME (Advance Adhoc Maintenance Expenses) as mentioned in the Agreement for Sale, shall be adjusted with the Maintenance Expenses as determined by the Promoter and/or the Maintenance Company so appointed and further undertakes to pay the adjusted Maintenance Expenses, if any, as determined by the Promoter and/or the Maintenance Company so appointed on a periodic basis.
- xii. THAT the Purchaser hereby consents that Advance Infrastructure Upgradation Contribution (AIUC), as mentioned in the Agreement for Sale, paid by the Purchaser shall be utilized by the Promoter and/or the nominated agency appointed by the Promoter for the maintenance and improvement of the Township.
- xiii. THAT the Purchaser hereby further consents that the Promoter shall have the sole discretion and liberty to transfer the AIUC to the nominated agency appointed by the Promoter and, if required by the Promoter, enter into agreements with the nominated agency so appointed by the Promoter in this regard.
- xiv. THAT the Purchaser shall comply with and adhere to all the rules and regulations framed by the Promoter for better community living within



the Township and that any violation of these rules and regulations may result in penalties, fines, or other actions as determined by the Promoter.

- xv. THAT the Purchaser(s) shall solely be responsible for the registration charges, stamp duty and all other legal and incidental expenses in relation to and concerning the registration of this Sale Deed.
- xvi. THAT the Purchaser(s) shall not object in any manner whatsoever if the Township is extended to the contiguous land in future or the Promoter carries out development of the contiguous land in accordance with the sanctions and/or approvals from the Competent Authorities, wherein the Basic Infrastructure amenities including ingress and egress and other amenities may be a part of integrated development.
- xvii. THAT the Purchaser(s) shall at all times pay all Tax, impositions, Khazna etc. in respect of the Said Plot in a timely manner.
- xviii. THAT the Purchaser shall at all times abide by the term as contained in the Agreement for Sale dated [•] registered in the office of [•] being [•].

## **7. POSSESSION**

- a. It is hereby confirmed, recorded and declared that the Purchaser(s) have been put in vacant possession of the Said Plot (hereunder referred to as Possession date) upon execution of the Conveyance Deed.

## **8. GOVERNING LAW AND JURISDICTION**

- a. All and any disputes arising out of this Sale Deed shall be subject to the courts at Kolkata which shall have exclusive jurisdiction.

### **SCHEDULE A SAID LAND**

All that piece and parcel of land contained in Dag Nos. 840, 841, 877/916, 878, 899, 900/917, 1034, 1035, 1041, 1046, 1047, 1048, 1052, 1057, 1063, 1064, 1067, 1068, 1069, 1070, 1074, 1075, 1076, 1077, 1078, 1080, 1081, 1082, 1083, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1128, 1130, 1131, 1132, 1159, 1160, 1166, 1167, 1171, 1172, 1176, 1177, 1178, 1180, 1183, 1184, 1185, 1186, 1187, 1188, 1190, 1191, 1196, 1197, 1198, 1200, 1201, 1202, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1215, 1216, 1217, 1221, 1222, 1223, 1224, 1226, 1227, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1237, 1238, 1239, 1243, 1244, 1246, 1247, 1248, 1255, 1256, 1257, 1258, 1259, 1264, 1265, 1266, 1268, 1269, 1270, 1271, 1272, 1273, 1275, 1281, 1283, 1284, 1285, 1286, 1287, 1288, 1290, 1291, 1292, in the Mouza Jagadishpur admeasuring in aggregate



56.980 Acres (“the said Land”) upon which “FORUM ESTATES- Aranya, Innovative Township” sanctioned by WBHIDCO is being developed as per the Master Plan.

**SCHEDULE B  
SAID PLOT**

All that piece and parcel of Plot being No. \_\_\_\_\_ having Sanctioned Plot No. \_\_\_\_\_ in Zone \_\_\_\_\_ admeasuring in total about \_\_\_\_\_ sq. ft., equivalent to \_\_\_\_\_ decimal, more or less, lying in Mouza-Jagadishpur, JL. No. 27, Police Station – Rajarhat, District - North 24 Parganas, West Bengal, being a part of FORUM ESTATES- Aranya, Innovative Township Phase II, as detailed herein below:

RS/LR Dag No.	LR Khatian No.	Quantity (in decimals)

Together with and having Maximum Permissible Construction Area of \_\_\_\_\_ sq. ft. only delineated in red as per the map attached in **Schedule D** herein butted and bounded as follows:

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :



**SCHEDULE C**  
**[MAP OF THE SAID PLOT]**



**SCHEDULE D**  
**MEMO OF CONSIDERATION**

**RECEIPT AND MEMO OF CONSIDERATION**

Sl. No.	Pay Order/ Cheque	Date	Amount	Bank	Paid To
				TDS deducted @ 1% of consideration u/s 194 IA of Income Tax Act, 1961	
TOTAL					

**Signature of the Owners**

**Signature of Promoter/ Confirming Party**

**Signature of the Purchaser(s)**

**Witness**

- 1.
- 2.





**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.**

**SIGNED SEALED AND DELIVERED** by the within-named Owners at Kolkata

For the Owners by their Authorised Signatory/  
Constituted                      Attorney                      Mr.

\_\_\_\_\_

who has also signed in the presence of:

**SIGNED SEALED AND DELIVERED** by the within named Promoter at Kolkata

For **FORUM PROPERTIES HOLDINGS PVT. LTD.**

\_\_\_\_\_  
(Authorised Signatory/DIRECTOR)

who has also signed in the presence of:

**SIGNED SEALED AND DELIVERED** by the within named Purchaser(s) at Kolkata

\_\_\_\_\_

who has also put signed in the presence of:



**SALE DEED**

**DATED THE [•] DAY OF [•] 2024**

**M/s. Adrija Constructions Pvt. Ltd.  
M/s. Aarya Constructions Pvt. Ltd.  
M/s. Bali Constructions Pvt. Ltd.  
M/s. Varada Constructions Pvt. Ltd.  
M/s. Saadhvi Constructions Pvt. Ltd.  
M/s. Niranjana Constructions Pvt. Ltd.  
M/s. Bestlite Mercantile Pvt. Ltd.  
M/s. Devadidev Constructions Pvt. Ltd.  
M/s. Hansini Constructions Pvt. Ltd.  
Mr. Rahul Saraf**

**(OWNERS)**

**FORUM PROPERTIES HOLDINGS PVT. LTD.**

**(PROMOTER)**

**&**

**[•]**

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**PURCHASER(S) / ALLOTTEE(S)**

**PREPARED BY**

**S. K. SINGHI & PARTNERS LLP  
4 Kiran Shankar Roy Road  
Raja Chambers, 1<sup>st</sup> Floor  
Kolkata 700 001**

