

**Deed of Conveyance**

**THIS Deed of Conveyance** is made on this the ..... day of  
.....

**BETWEEN**

**(1) M/S. KALIM INFRASTRUCTURE PRIVATE LIMITED, (PAN AAECK3582C)** a Company incorporated under the Companies Act, 1956 and having its head Office at 63, Rafi Ahmed Kidwai Road, Post Office and Police Station -Park Street Kolkata - 700016, represented by one of its Director **FIRDOUS KALIM, (PAN ALKPK8786E)** son of Late Md. Kalimuddin, by faith Muslim, by occupation Business, residing at 61, Ripon Street, Post Office and Police Station - Park Street, Kolkata – 700016, hereinafter referred to as the **DEVELOPER/VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, legal representatives, administrators and assigns) of the **ONE PART.**

**AND**

KALIM INFRASTRUCTURE (P) LTD.



Director

.....  
 , hereinafter called as the **PURCHASER** which expression shall unless excluded by or repugnant to the subject or context mean and include, her heirs, executors, administrators, successors, legal representatives and assigns) of the **OTHER PART** :

**WHEREAS** one Brindaban Chandra Dutta purchased the holding and premises No. 22, Circular Garden Reach Road in an auction sale held in Title Execution Case No. 253 of 1898 arising out of Title Suit No. 83 of 1989 by the Learned 1st Sub-Ordinate Judge at Alipore and by virtue of the said purchase Brindaban Chandra Dutta become the sole and absolute owner of the premises.

**AND WHEREAS** the said Brindaban Chandra Dutta died intestate leaving behind him surviving his two sons namely Monmotha Nath Dutta and Promotha Nath Dutta as his heirs and legal representatives who inherited the said premises in equal shares.

**AND WHEREAS** the said Monmotha Nath Dutta died intestate leaving behind him surviving his wife Smt. Parul Bala Dutta and Sri Rabindra Nath Dutta as his heirs and legal representatives. The heirs of Monmotha Nath Dutta inherited the share of Monmotha Nath Dutta in equal shares.

**AND WHEREAS** Promotha Nath Dutta filed Title Suit No. 103 of 1968 before the Learned 7<sup>th</sup> Court of Sub-Ordinate Judge at Alipore against Parul Bala Dutta and Rabindra Nath Dutta for partition of the said premises. Ultimately the said Suit was decreed on compromise in final form on 7<sup>th</sup> September, 1968. As per terms of compromise decree Rabindra Nath Dutta was allotted ALL THAT piece or parcel of land together with rear portion of two storied building and structures containing an area of 6 (six) cottahs 9 (nine) chittacks 5 (five) sq. ft. more or less situated at and being the premises No.22, Circular Garden Reach Road within the Town of Calcutta with the right to use the 8' wide common passage in front portion leading to the main Road

and also 4' wide space used as passage on the Southern Side leading to the main Road with other properties subject to payment of Rs.200/- to his mother Smt. Parul Bala Dutta till her life and also for enjoyment of two rooms till her life.

**AND WHEREAS** by an indenture dated August 16<sup>th</sup>, 1976 made between Sri Rabindra Nath Dutta and Smt. Parul Bala Dutta collectively mentioned therein as the Vendors of the One Part and Sri Biswanath Sen and Smt. Subha Sen therein described as the purchaser of the Other Part, at the consideration mentioned therein the said Rabindra Nath Dutta and Parul Bala Dutta sold, transferred, conveyed, granted, assigned and assured unto and in favour of Biswanath Sen and Subha Sen ALL THAT piece or parcel of land together with rear portion of two stored building and structures standing thereon containing an area of 6 (six) cottahs 9 (nine) chittacks 5 (five) sq. ft. more or less situated at and being the premises No. 22, Circular Garden Reach Road, P.S. - Watgunge, Sub-Registry Office at Alipore, District - South 24 Parganas within the Town of Calcutta with the right to use the 8' feet wide common passage in front portion leading to the main road and also 4' feet wide space used passage on the Southern Side leading to the main road morefully and particularly mentioned in the Map annexed hereto. The said Indenture was registered with Sub-Registrar of Assurance at Calcutta and entered in Book No. I, Volume No. 137, Pages 204 to 214, Being No. 3208 for the year 1976.

**AND WHEREAS** the said Sri Biswanath Sen and Smt. Subha Sen mutated their names in the Assessment Book of Calcutta Municipal Corporation wherein the said premises was re-numbered as the premises No.22B, Circular Garden Reach Road (Presently known as Karl Marx Sarani).

**AND WHEREAS** by a registered Deed of Indenture dated 29<sup>th</sup> day of February, 2008 registered in the office of the District Sub-Registrar-I, Alipore, South 24 Parganas, recorded in Book No.I, volume No.47,

Being No.596 for the year 2008 the said (1) Biswanath Sen and (2) Smt. Subha Sen jointly sold, conveyed, transferred, assigned and assured premises No.22B, Circular Garden Reach Road, P.S.-Watgunge, within the Town of Calcutta ALL THAT the piece or parcel of land together with rear portion of old dilapidated two storied building and structures standing thereon containing an area of 6 (six) cottahs 9 (nine) chittacks 5 (five) square feet upto and in favour of (1) Munirul Haque and (2) Akhtari Begum described therein as purchasers the said premises being premises No.22B, Circular Garden Reach Road now known as Karl Marx Sarani, P.S. -Watgunge, within the limits of the Kolkata Municipal Corporation Ward No.77, Assessee No.110771100820 more fully mentioned and described in the **FIRST SCHEDULE** hereunder written.

**AND WHEREAS** thus the said Munirul Haque and Akhtari Begum jointly seized and possessed of and otherwise sufficiently entitled to ALL THAT the piece or parcel of land together with rear portion of two storied building and structures standing thereon containing an area of 6 (six) cottahs 9 (nine) chittacks 5 (five) square feet more or less and mutated their names in the Assessment Book of Kolkata Municipal Corporation being premises No. 22B, Circular Garden Reach Road, now known as Karl Marx Sarani, P.S. - Watgunge, Kolkata -700023.

**AND WHEREAS** by a Deed of Conveyance dated 23<sup>rd</sup> day of October, 2011 registered in the office of the A.D.S.R. Alipore, South 24 Parganas and recorded in Book No. I, CD volume No. 36, pages from 4193 to 4212 Being No. 07845 for the year 2011, the aforesaid Munirul Haque and his wife Akhtari Begum jointly sold, conveyed, transferred, assigned and assured ALL THAT piece and parcel of undivided land measuring about an area of 3 (three) cottahs 4 (four) chittacks 25 (twenty live) sq.ft. together with 80 years old dilapidated two storied building (1000 sq.ft.) and structures standing thereon out of total area of 6 (six) cottahs 9 (nine) chittacks 5 (five) sq.ft. lying and situated at premises No. 22B, Karl Marx Sarani, Police Station - Watgunge, Kolkata - 700023 in favour of (i) Md. Hasinuddin (ii)

Shafiqunnisa, (iii) Md. Aminuddin, (iv) Md. [ Matinuddin, (v) Md. Mojibur Rahaman, (vi) Md. Shamim Ahmed, (vii) Md. Wasim Raja and (viii) Md. Hasibuddin described therein as purchasers all of 39B, Zakaria Street, Police Station - Jorasanko, Kolkata - 700073 at consideration mentioned therein.

**AND WHEREAS** by a registered deed of conveyance dated 23<sup>rd</sup> day of October, 2011, registered in the office of ADSR Alipore South 24 Parganas and recorded in Book No.I, CD volume No. 36, Pages from 4213 to 4233 Being No.8022 for the year 2011 the aforesaid (i) Md. Hasinuddin, (ii) Shafiqunnisa, (iii) Md. Aminuddin, (iv) Md. Matinuddin, (v) Md. Mojibur Rahaman, (vi) Md. Shamin Ahmed, (vii) Md. Wasim Raja and (viii)Md. Hasibuddin all of 39B, Zakaria Street, Police Station - Jorasanko, Kolkata – 700073 jointly, sold conveyed, transferred, assured and assigned ALL THAT piece and parcel of undivided land measuring about an area of 2 (two) cottahs 3 (three) chittacks 20 (twenty) sq. ft. together with 80 years old dilapidated two stored building and structures standing thereon out of total area of 4 cottahs 6 chittacks 40 (forty) sq.ft. lying and situated at premises No. 22A, Karl Marx Sarani, Police Station - Watgunge, Kolkata – 700023 in favour of (i) Munirul Haque and (ii) Akhtari Begum of 69/3, Dr. Sudhir Basu Road, Police Station- Ekbalpore, Kolkata-700023, in favour of Monirul Haque and Akhtari Begum at a consideration mentioned therein.

**AND WHEEAS** by virtue of the aforesaid 2 nos. of purchase deed, one dated 29<sup>th</sup> day of February, 2008 and another dated 23<sup>rd</sup> day of October, 2011, the aforesaid Munirul Haque and Akhtari Begum became the co-owners in respect of premises No. 22A, Karl Marx Sarani, Police Station - Watgunge, Kolkata - 700023 measuring an area of 2 (two) cottahs 3 (three) chitaks and 20 (twenty) sq.ft. and also in respect of premises No. 22B, Karl Marx Sarani, Police Station - Watgunge, Kolkata - 700023, measuring an area 3 (three) cottahs 5 (five) chittacks totaling 5 (five) cottahs 8 (eight) chittaks 20 (twenty) sq. ft.

**AND WHEREAS** the entire premises No. 22A and 22B, Karl Marx Sarani, Police Station - Watgunge, Kolkata - 700023 was amalgamated by the Kolkata Municipal Corporation renumbered as 22A, Karl Marx Sarani, Police Station-Watgunge, Kolkata-700023.

**AND WHEREAS** the aforesaid Akhtari Begum predeceased her husband died on 23<sup>rd</sup> day of January, 2020 and the said Munirul Haque died on 7<sup>th</sup> day of March, 2021 leaving behind them 2(two) sons namely (i) Imranu Haque and (ii) Rizwanul Haque and 2 (two) married daughters namely (iii) Shireen Munir and (iv) Sharista Munir Haque as jointly surviving legal heirs to the property being premises No.22A, Karl Marx Sarani, Police Station- Watgunge, Kolkata-700023.

**AND WHEREAS** the aforesaid owners namely (i) Imranul Haque (ii) Rizwanul Haque (iii) Shireen Munir and (iv) Shaista Munir Haque seized and possessed of and/or otherwise sufficiently entitled to ALL THAT piece and parcel of land measuring about 5 (five) cottahs 8 (eight) chittacks, 20 (twenty) sq. ft. lying and situated at premises No. 22A, Karl Marx Sarani, Police Station - Watgunge, Kolkata - 700023, morefully described in the schedule 'A' hereunder written.

**AND WHEREAS** that during the lifetime of Munirul Haque and Akhtari Begum alongwith others jointly obtained a sanction plan being no. 2017090046 dated 22-8-2017 issued by the Kolkata Municipal Corporation for construction of a new G+4 storied building at premises No.22A, Karl Marx Sarani, Police Station-Watgunge, Kolkata-700023.

**AND WHEREAS** the owners herein are not in a position and/or capable to carry out the construction work at premises No.22A, Karl Marx Sarani, Police Station-Watgunge, Kolkata-700023 and a such the owners herein approached the Developers being M/S Kalim Infrastructure Private Limited and Gauhar Alam as experienced

developer capable to carryout the construction work at the aforesaid premises.

**AND WHEREAS** the owners (i) Imranul Haque (ii) Rizwanul Haque (iii) Shireen Munir and (iv) Shaista Munir Haque described therein as owners entered into a registered Development Agreement and simultaneously executed Development Power of Attorney on 13-12-2021 infavour of Kalim Infrastructure Private Limited and Md. Gauhar Alam described therein as Developer registered in the office of District Sub-Registrar III South 24 Parganas Alipore and recorded in Book No. I, Volume No. 1603-2021 pages 425286 to 425353 being No.160313455 for the year 2021 for construction of a new Semi-commercial building at premises No.22A, Karl Marx Sarani, under Police Station-Watgunge, Kolkata-700023.

**AND WHEREAS** by virtue of Development Power of Attorney dated 13-12-2021 the aforesaid owners duly empowered the Vendor/Developer to sell out the developer's allocation and/or portion to any intending purchaser/purchasers at its own discretion and choice.

**AND WHEREAS** the Purchaser has approached to the Vendor for acquiring ALL THAT ..... with super built up area lying and situated at premises No.22A, Karl Marx Sarani, Police Station-Watgunge, Kolkata-700023, more full particularly described in the **Schedule - B** hereunder written for the consideration and on the terms and conditions hereinafter appearing.

At or before the execution of this Agreement, the Purchaser has inspected and has fully satisfied themselves as to

- (a) The Title of the "A" Schedule property;
- (b) The area, dimensions and specifications of the said shop/Flat rooms agreed to be acquired/purchased by the Purchasers;
- (c) Built up saleable area comprised in the said shop/Flat rooms;

- (d) The areas whether open or otherwise reserved for exclusive use and enjoyment and as part of a particular shop/Flat rooms;
- (e) The rights of the other shop/Flat owners in the said new building;
- (f) Xerox copy of the sanctioned Plan;
- (g) Mutation Certificate and Tax Bill.

AND has agreed not to raise any objection in respect thereof whatsoever or howsoever.

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

**CLAUSE – 01 : DEFINITIONS**

- a) **VENDOR/DEVELOPER** shall mean M/s. KALIM INFRASTRUCTURE PRIVATE LIMITED having its office at 63, Rafi Ahmed Kidwai Road, Kolkata-700016 and Gauhar Alam.
- b) **SAID BUILDING** shall mean the basement, Ground Plus 4 (Four) Storied Commercial building to be constructed on a land measuring 5 (Five) Cottahs and 8 (Eight) Chittacks and 20 (twenty) sq.ft. more or less at premises No.22A, Karl Marx Sarani, Police Station-Watgunge, Kolkata-700023 morefully and particularly described in the Schedule - A hereunder written.
- c) **SHOP/FLAT ROOM/FLAT** : shall mean the infrastructure of the Shop/Flat room/Flat described in the SECOND SCHEDULE hereunder written.
- d) **PURCHASER** shall mean .....
- e) **ARCHITECT** shall mean appointed by the Developer.
- f) **ADVOCATE** shall mean appointed by the Developer .



- g) **SUPER BUILTUP AREA/SALEABLE AREA** shall mean the total covered area of the Shop/Flat room together with proportionate share in the areas @40% of the common use in respect of the building which include stairs, landing common passage, pump room, lift room and lift well, under ground, overhead tank, and the areas specified in the Schedule.
- h) **COMMON PARTS AND PORTIONS** shall include staircases, common passage, lift room, lift well, pump rooms, water tank for maintenance and/or management of the building.
- i) **COMMON EXPENSES** : Shall mean and include all expenses to be incurred by the Purchaser/s for the maintenance, management and upkeep of the said premises and the said building and/or expenses for common purposes of the Purchaser in proportion to the area of shop/Flat room for rendering o the Common Services.
- j) **COMMON PURPOSES** shall mean the purposes of maintaining the said Premises and the said Building and in particular the common parts, collection and disbursement of common expenses and dealing with the matters of common interest of the Purchaser and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective Shop/Flat room exclusively and the common parts in common by the Purchaser.
- k) **COVERED AREA** shall mean area of the Shop/Flat as per sanctioned Plan includes the thickness of the finished outer walls, internal walls and pillars.
- l) **PREMISES/SAID PREMISES** : shall mean Basement + Ground + 4 (four) storied building at Premises No.22A, Karl Marx Sarani, Police Station-Watgunge Kolkata-700023.
- m) **SINGULAR** shall mean and include **“PLURAL”** and vice-versa.
- n) **MASCULINE** shall mean and include **“FEMININE”** and vice-versa.

- o) **RESTRICTIONS:** shall mean various restrictions regarding the user of the said shop/Flat room as hereinafter stated.

**CLAUSE - 02: CONSTRUCTION**

- a) That the Shop/Flat room shall be constructed on the land measuring 5(five) Cottahs 8 (eight) Chittacks and 20 (twenty) more or less in accordance with the Plan duly sanctioned by the Kolkata Municipal Corporation with such variations, modifications or alterations as may be deemed fit and proper by the Developers/Vendors and/or the Architect and the Architect will be the sole and only firm under whose supervision and guidance the building will be completed.
- b) In consideration of the various payments to be made by the Purchaser to the Developers/Vendors, the Developers have agreed to construct, erect and complete ALL THAT the said shop/Flat room and has further agreed to nominate the Purchaser for acquiring the undivided proportionate share in the land measuring 5 (five) Cottahs 8 (eight) Chittacks and 20 (twenty) sq.ft. duly sanctioned by the Kolkata Municipal Corporation, morefully described in the Schedule - B, hereunder written.
- c) That the Purchaser will not do any act, deed or thing whereby the construction or development of the said building or property is in any way hindered or impeded with nor shall in any commit breach of any of the terms and conditions herein contained.
- d) That the Purchaser will not cause any obstruction or interference in the construction/development of the said building or the other part of the said property.
- e) That the said undivided share in the land measuring 5 (five) Cottahs 8 (eight) Chittacks and 20 (twenty) sq.ft. more or less shall always remain impartible and the right of the intending Purchaser will remain restricted to the Shop/Flat room intended

to be held and/or owned by the intending Purchaser on Ownership basis and such intending Purchaser will not have any right, title, interest, claim or demand whatsoever or howsoever and in respect of the other portions of the said building and/or open spaces. The Purchaser shall have undivided proportionate right over the common parts and facilities in the said new building together with the proportionate share in the common parts and facilities to be determined by the Developers/Vendors at the time of making over possession of the said Shop/Flat and together with the proportionate share in the land comprised in the said premises and attributable to the said Shop/Flat room.

- f) If ever in future reconstruction takes place on the roof of the said building as per available FAR of the Building Rules and regulations by the Developers/Vendors, in that event, the Purchaser including the other shop/Flat room owners will have no right to put any objection or share in the newly constructed part of the building, which will be the sole property of the Developer/Vendor.

### **CLAUSE - 03: POSSESSION**

- a) The Vendors shall give possession of the said shop/Flat room to the Purchaser within **36** (Thirty Six) **months** from the date of this sale agreement subject to payment by the Purchaser of all dues in respect of the said Shop/Flat room, as morefully described in the Schedule - C, hereunder written, and shall pay legal fees, stamp duty and registration charges as applicable under the law.
- b) The Vendors shall give notice ("Notice of Possession") to the Purchaser regarding the date on and from which Vendors will start effecting possession of the shop/Flat room.
- c) The Purchaser shall be required to take possession in person within 15 (Fifteen) days from the issuance of "Notice of

Possession". In the event the Purchaser fails or neglects to accept and take over possession of the said Shop/Flat room within the time as notified in the "Notice of Possession", delivery of the shop/Flat room shall be deemed to have been taken by the Purchaser on the date indicated in the "Notice of Possession". Such date shall be deemed to be the date of possession ("Deemed Date of Possession) irrespective of the date when the Purchaser takes physical possession of the said Shop/Flat room.

- d) In cases where delivery of physical possession of the shop/Flat room is withheld by the Vendor or grounds stated elsewhere under this Agreement, the physical possession of the shop/Flat room shall be deemed to have been taken by the Purchaser on the deemed date of possession as indicated in the "Notice of Possession".
- e) After taking physical possession or from the deemed date of possession of the said shop/Flat room, whichever is earlier, the Purchaser shall not be entitled to put forward any claim against the Vendor in respect of any item of work in the said shop/Flat room which may said have been not carried out or completed.
- f) If the Vendor fails to deliver possession of the said shop/Flat room to the Purchaser within the stipulated time, subject to force majeure as stated herein below and if on this account the Purchaser wishes to withdraw his application, in that event the amount deposited by the said purchaser will be refunded with simple interest at the rate applicable to the savings Bank account in a Nationalized Bank, without any other claim for damages or compensation whatsoever.
- g) In case the Purchaser fails or neglects to take possession of the said Shop/Flat room as and when called or where physical delivery has been withheld by the Vendor on grounds stated elsewhere in this Agreement, the Purchaser shall be liable to pay for proportionate share of common areas maintenance

expenses and applicable taxes of the said Shop/Flat room from the Deemed Date of Possession.

#### **CLAUSE - 04: FORCE MAJEURE**

The time as stipulated for delivery of possession of the said shop/Flat room as stated above is subject to force majeure which inter alia includes delay on account of non-availability of materials, water supply, electricity or slow down, strike or due to a dispute with the construction agencies employed by the company, civil commotion or by reason of war, enemy action or any natural calamities, rules or notification of the government/public/ company, whichever is applicable, the Vendor shall be entitled to a reasonable corresponding extension of the time for delivery of possession of the apartment.

#### **CLAUSE - 05: CANCELLATION OF BOOKING**

- a) In the event of Cancellation of this Agreement, the Purchaser shall be liable to pay the Vendor a penal charge @ 10% (Ten percent) from the Total Amount deposited/paid up till the date of such Cancellation.
- b) In addition to Cancellation Charges as above, statutory deductions if any, on such Cancellation will also be borne by the Purchaser.
- c) In the event of such Cancellation of this Agreement, refund will be made within 21 days from the date of such Cancellation. It is clarified that no claims for any damages/ interest shall be tenable in the event of cancellation of this Agreement on any grounds whatsoever.

#### **CLAUSE - 06 : TRANSFER OR ALIENTION**

The Purchaser shall not be entitled to get the name of his Nominee(s) substituted in his place without prior approval of the Vendor, and the Vendor at its sole discretion, may permit the same

upon payment of a transfer fee @ 6% (Six Percent) of the Total Cost of the said shop/Flat room. However, no Transfer Fees shall be payable in case of transfer to the spouse of the Purchaser. The Purchaser opting for payment under installment Payment Plan, as more fully described in the Schedule - C. hereunder written, shall not be eligible to alienate/and/or transfer his interests in the said Shop/Flat room and full or in part until full payment of all installments and interests thereon, if any, is made to the Vendor except in deserving cases, solely at the discretion of the Vendors. However, transfer/alienation would be permitted in case of full payment is made by the Purchaser. Transfer fee amounting to 6% of the total price of the said Shop/Flat room are to be paid to the Vendors. However, transfer of said shop/Flat room after the Vendors have executed the Deed of Transfer of the said Shop/Flat room in favour of the Purchaser shall not be governed by this clause.

#### **CLAUSE - 07 : PAYMENT**

1. In consideration of the above, the Purchaser has agreed to make payment of a sum of ..... hereinafter called as the consideration amount, which amount includes the cost of construction of the said shop/Flat room and also the cost of nomination for acquiring the undivided proportionate share in the said Premises and attributable to the said shop/Flat room and such consideration to be paid in the manner provided in the Schedule "C" hereunder written.

2. In addition to the aforesaid consideration, the Purchasers shall also pay the charges for electricity such as installation of meter, security deposit power back upsystem in relating to the said shop/Flat room wholly and proportionally relating to the common parts.

3. All betterment fees, taxes and other levies, charges imposed by the Government or any other authority relating to the said Premises

and/or the said shop/Flat room shall be paid and borne by the Purchaser proportionate to his/her/its interest thereon and those relating only to the said shop/Flat room shall be borne solely and conclusively by the Purchaser.

4. That the time for payment shall be the essence of the contract. The Purchaser/s agrees and covenants not to claim any right or possession over and in respect of the said shop/Flat room till such time the Purchaser has made and/or deposited all the amounts herein agreed to be paid or deposited by the Purchasers.

5. G.S.T. charges.

6. In addition the purchaser shall be liable to pay maintenance charges, registration charges, stamp duty etc.

#### **CLAUSE - 08: VENDOR'S OBLIGATIONS**

a) Subject to making payment of the amount to be paid by the Purchaser to the Vendors for the said shop/Flat room as provided in the Schedule - C hereunder written, the Vendor hereby agrees:

(i) To erect construct and complete the said shop/Flat room more fully described in the Schedule - B hereunder written, on account of the Purchaser,

(ii) To construct erect and complete the said Building in accordance with the said Plan together with all agreed upon specifications more fully described in the Schedule-D hereunder written.

b) Notwithstanding anything contained in this Agreement and the Vendor shall not incur any liability if they are unable to deliver possession of the said Shop/Flat room on or before 36 (Thirty Six) months from the date of starting of the construction work suspended due to the Force Majeure.

**CLAUSE -9: RESTRICTIONS AND  
OTHER OBLIGATIONS**

As from the date of possession of the said Shop/Flat room, the Purchaser agrees and covenants:

- a) To co-operate with the other Co-Purchaser and maintain the said Building.
- b) To allow the Vendor with or without workman to entertain into the said Shop/Flat room for maintenance and repairing work to be done by the Developer's authorised agent.
- c) To pay charges for electricity for installation of meter, security deposit, power back up system relating to the said Shop/Flat room wholly and proportionately relating to the Common Parts.
- d) Not to do any act, deed or thing or obstruct the construction and completion of the said building in any manner whatsoever.
- e) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Shop/Flat room or any portion of the building which is not stipulated for such use,
- f) Not to store or bring and allow to be stored and brought in the said Shop/Flat room any goods or hazardous or combustible nature of which are so heavy as to effect or endanger the structure of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc., in any manner.
- g) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- h) Not to do or cause anything to be done in or around the said Shop/Flat room which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or



ceiling of the said Shop/Flat room or adjacent to the said Shop/Flat room or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use.

- i) Not to damage or demolish or cause to be damaged or demolished the said Shop/Flat room or any part thereof at any time or at the fittings and fixtures affixed thereto.
- j) Not to close or permit the closing of verandah or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandahs, lunge or any external walls or the fences of the external doors and windows, including grills of the said shop/Flat room which in the opinion of the Vendor differs from the colour scheme of the building or deviation of which in the opinion of the Vendor may affect the elevation in respect of the exterior walls of the said building,
- k) Not to install grills the design of which have not been suggested approved by the Architect.
- l) Not to make in the said Shop/Flat room any structural additions and/or alterations which is menu, columns, partition walls etc., or improvement of a permanent nature except with the prior approval in writing of the Vendor and with the sanction of the concerned authority.
- m) Not to use the said Shop/Flat room or permit the same be used for any purpose whatsoever other than commercial purpose and shall not use for the purpose which or is likely to cause nuisance or annoyance to the occupiers of the other portions of the said building or the Vendor and occupiers of the neighboring Premises or for any illegal or immoral purpose or as a boarding house, nursing home, amusement or entertainment centre, and shall not raise or put up any mutcha or pucca construction grilled well/enclosure thereon or part thereof and

shall keep it always open as before, dwelling or staying of any person or blocking any.

- n) To abide by such building rules and regulations of the commercial building as may be made applicable by the Developers/Vendors to maintain the building in proper way.
- o) To observe the rules framed by the Developers from time to time of for quiet and peaceful enjoyment of the said building as a decent building.
- p) Not to sub-divide the said Shop/Flat room and/or any portion thereof.
- q) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building and/or common parts/areas and wholly for the said shop/Flat room and/or to make deposits on account thereof, in the manner, mentioned herein and upon formation of the Association as the case may be. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said shop/Flat room has been taken or not by the Purchaser.
- r) The purchaser has no roof right in the building in any manner or whatsoever.
- s) The purchaser shall be liable to pay extra cost for installation of meter, transformer and generator if any etc.

**CLAUSE - 10 : MAINTENANCE OF COMMON**

**AREAS AND SERVICES**

That the maintenance company namely “Kalim Ventures LLP” engaged by the vendor will maintain the commercial building named by K-MALL in all respect and the shop/Flat owners shall be liable to pay the monthly maintenance charges to the said company within 7<sup>th</sup> of the current month and without any delay on default.

**Please Note : -**

The maintenance Charges shall be calculated upon prevailing market rate at the onset of the operation of **K-MALL** and simultaneously a separate maintenance agreement will be executed between "**M/S KALIM VENTURE LLP**" Being the Facility management company.

**CLAUSE - 11 : PURCHASERS OBLIGATION**

- a) That the Sign Board/Signage decoram for each shop/Flat room will be uniform as will be decided by the management of K-MALL.
- b) That common passage/area will be free for easy movement of the customers and visitors and no sorts of encroachment over the common areas will be done by the shop/Flat owners.
- c) Specific area will be allotted for food court in the mall and the shop/Flat owners of the food item should have obtained necessary permission from the competent authority.
- d) No noise pollution will be done by the shop/Flat owners creating disturbances to the other shop/Flat owners.
- e) That the monthly maintenance charges will be paid regularly within 7<sup>th</sup> of current month to the management of the mall without any delay and/or default.
- f) Strict adherence to the instructions of the management Company "**M/S KALIM VENTURE LLP** " by all the shop/Flat Owners.

**CLAUSE - 12 : AMENITIES OF THE MALL**

The vendor shall provide the following amenities to all the shop/Flat owners in the following manner;-

1. Generator.

2. Power Back
3. C.C.T.V.
4. Security.
5. Clearning & Maintenance
6. Common Areas Lighting
7. Maintenance of Lobby/Toilet.
8. Water Supply.
9. Fire Fighting System.
10. A/C Line.
11. Lift/Elevator
12. Escalator

**CLAUSE -13 : MISCELLENEOUS**

- a) It is understood that the Purchaser is buying the said shop/Flat room with full knowledge and subject to all the laws /notifications and rules applicable to the said Project, which has been fully understood by the Purchaser. It is further understood that the Purchaser has fully satisfied himself /herself /themselves about the interest and the title of the Vendor in the said land on which the Buildings will be/are being constructed.
- b) The expression of this Agreement for Sale, wherever used herein shall always mean provisional allotment and will remain so till such time a formal Deed of Transfer is executed and registered by the Vendor in favour of the Purchaser for the said shop/Flat room.
- c) The Purchaser shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers, as required, in pursuance to this allotment and to do all acts, deeds and things as the

Vendor may require in the interest of the Project.

- d) Notwithstanding any clauses of this Agreement, if the Vendor is not in a position to offer the said shop/Flat room allotted, the Vendor shall offer the Purchaser an alternative apartment or refund the amount in full with simple interest at the then prevailing rate applicable to savings bank account without any further liability to pay any damages or compensation.
- e) The Vendor reserves the right to create charges on this Project for obtaining development and other finance. However, on or before the execution of the Deed of Transfer, the shop/Flat room will be freed from all encumbrances.
- f) The Vendor may effect variations, additions, alterations, deletions and/or modifications as per norms therein as it may, in its sole discretion, deem appropriate and fit. No complaint regarding design, layout and accommodation shall be entertained by the Vendor.
- g) Due to any operation of law or any statutory order or otherwise as may be decided by the Vendor, if a portion of the entire scheme is discontinued or truncated, and if the Purchaser is affected by such discontinuation or truncation will have no right of compensation from the Vendor. The Vendor will, however, refund all the money received from the Purchaser together with simple interest at the then prevailing rate applicable to savings bank account.
- h) In case during the course of construction and/or after the completion of the Project, further construction on any portion of vacant land or building or terrace becomes possible, the Vendor shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of the Purchaser in the Land and/or in the Common Area or Areas and facilities shall stand varied accordingly. The Purchaser shall be deemed to have given their consent to such construction by the Vendor.

- i) The Vendor will not entertain any request for modification in the internal layouts, fittings/floor etc. of the said shop/Flat room and also in exterior facades of the building.
- j) In the event of paucity or non-availability of any material/ article the Vendor may use alternative materials/ article of similar quality. Decision of the Vendor on such changes shall be final.
- k) Complaints, if any, regarding fittings and fixtures etc. provided in the apartments will be required to be brought to the notice of the Vendor within 15 days after taking over possession of the apartment. In case Purchaser fails to take physical possession within six months from the deemed date of possession, complaints of any nature will not be entertained relating to fittings, fixtures etc., and in such event, the Purchaser will have to take possession shop/Flat room of the said on "as is where is" basis.
- l) The Purchaser may be required to execute, if necessary, a formal agreement for sale in such form as may be prescribed by the Financial Institutions. This will be executed by the Vendor within 15 days of written notification by the Purchaser. The Vendor will execute such Registration under the existing laws and the stamp duty at the applicable rate will be levied on such agreement for sale. Such stamp duty and other legal charges shall be payable wholly and exclusively by the Purchaser.
- m) After the deemed date of possession of the said shop/Flat room the Purchaser shall be liable to pay to the Vendor/any other appropriate authorities on demand all rates, taxes, levies, deposits including security deposit or assessments pertaining to the said shop/Flat room wholly and for the common areas proportionately.
- n) The Purchaser of the said shop/Flat room agrees to sign and execute all documents and agreement in the standard form as may be provided by the Vendor.

- o) Dispute if any, shall be subject to the jurisdiction of the Courts of Law at Kolkata.
- p) The Purchaser having any doubt/ ambiguity about meaning/interpretation of any clause/sub-clause terms/ condition or part thereof, mentioned in this Agreement may ask for clarification from the Vendor.
- q) The Vendor however, may at its sole discretion, relax, add or modify any of the Clause(s).
- r) The Application Form duly filled and signed up by the Purchaser during the time of Application will form a part and parcel to this Agreement. However this Agreement will supersede any contradiction of Clauses given along with the prescribed Application Form.
- s) The right or possession of the Purchaser in respect of the said shop/Flat room shall only arise upon the Purchaser(s) fulfilling all the obligations as are contained in this Agreement.
- t) This Agreement is personal and the Purchaser shall not be entitled to transfer, let out, mortgage, grant, lease in respect of the said Flat without the consent in writing to the Vendor, until the registration of the Flat / Unit is completed.
- u) The Project shall be known by the name "**K-MALL**" and the said name shall not be changed under any circumstances in future.

#### **CLAUSE - 14: REGISTRATION AND CONVEYANCE**

- a) It will be the Vendor's endeavor to execute and register the Deed of Transfer of the said shop/Flat room after completion of the Project and handing over the same to the Purchaser. The Deed of Transfer will be drafted by the Advocate of the Vendor and shall be in such form and contain such particulars as will be approved by the Vendor. No request for any changes, whatsoever, in the Transfer Deed will be entertained. The

Vendor will serve a notice to the Purchaser mentioning a date to execute and register the Deed of Transfer after the project completion and if the Purchaser fails or neglects to get the Deed of Transfer registered on the date notified, a penalty of Rs. 1000/- per month will be recovered by the Vendor from the Purchaser till the month in which the registration of the Deed of Transfer is completed. The Vendor shall have the right to cancel the allotment in case the Purchaser fails to have the transfer deed registered within one year from the date notified to the Purchaser. Upon such cancellation, the amounts received from the Purchaser will be refunded without any interest but after deduction of applicable service charges as stated elsewhere.

- b) The Purchaser will be required to pay, on demand, to the Vendor or to the Concerned Authorities, as may be so decided by the Vendor the applicable stamp duty and registration charges for execution of the Deed of Transfer of the said shop/Flat room.
- c) The Purchaser will also be required to pay to the Vendor towards legal fees, documentation and other charges for registration of the flat. Be it noted that in case of bank loan disbursed in favour of the Purchaser, the Vendor will hand over the I.G.R. to the respective banker on registration, and the Purchaser shall not raise any objection in this regard.
- d) Mr. Ajoy Sankar Sanyal, Advocate, High Court, 8 Old Post Office Street, Ground Floor, Kolkata 700001, has prepared this Agreement and shall draw all papers, documents and drafts required for and/or in connection with the various common purposes relating to the said building. The Purchaser has agreed to and shall be liable to make payment of fees to Mr. Ajoy Sankar Sanyal, Advocate @ 1 % (One Percent) calculated upon the total Consideration Money.



**SCHEDULE -"A"**

ALL THAT piece and parcel of land measuring more or less 5 (Five) Cottahs 8 (Eight) Chittacks and 20 (twenty) sq.ft. together with a dilapidated structure measuring standing on or on part thereof with all easement rights and liberties lying and situate at premises No,22A, Karl Marx Sarani, Police Station-Watgunge, Kolkata-700023, butted and bounded by :

ON THE NORTH : Premises No. 21/1B, Karl Marx Sarani  
Kolkata- 700023.

ON THE EAST : 86A, Manshatala Lane , Kolkata - 700023.

ON THE SOUTH : Portion of Premises No. 23, Karl Marx Sarani  
and Portion of 24, Karl Marx Sarani Kolkata -  
700023.

ON THE WEST : Karl Marx Sarani Kolkata - 700023.

**SCHEDULE "B"**

ALL THAT ..... of the Building to be built in the said Project in the plot of land as described in the Schedule – A hereinabove, measuring about ..... **Sq.Ft.** approximately of Saleable Area including Super Built-up area, together with the proportionate share of interest in the common areas, portions, amenities, facilities in the said Building to be determined by the Vendor at the time of making over possession of the said Flat/Unit and together with the proportionate undivided share of interest in the land of 5 Kattahs 8 Chittaks 20 Sq. ft. more or less, beneath the building comprised in the said Project.

**SCHEDULE -"C"****TOTAL CONSIDERATION MONEY:****(PAYMENT SCHEDULE)**

The Purchaser has agreed to pay to the Vendor/Developer an aggregate sum of ..... in the manner as follows.

	<i>Particulars</i>	<i>Amount</i>
I	30% at the time of booking	
2	10% at the time of foundation work	
3	10% at the time of 1 <sup>st</sup> Floor slab casting	
4	5% at the time of 2 <sup>nd</sup> Floor slab casting	
5	5% at the time of 3 <sup>rd</sup> Floor slab casting	
6	5% at the time of 4 <sup>th</sup> Floor slab casting	
7	5% at the time of Brick Work of 1 <sup>st</sup> and 2 <sup>nd</sup> floor.	
8	5% at the time of Brick work of 3 <sup>rd</sup> and 4 <sup>th</sup> floor.	
9	5% at the time of Plastering Work	
10	7.5% at the time of flooring	
11	7.5% at the time of electrical wiring of the shop/ Flat room.	
12	5% at the time of possession.	
	<b>TOTAL</b>	

Note: Additional Goods & Service Tax (GST), which the Purchaser is liable to pay separately at the prescribed rate under Goods & Service Tax Act (GST).

All Payments are to be paid by Pay Order/Demand Draft/Cheque of any Bank in favour of **“KALIM INFRASTRUCTURE PRIVATE LIMITED”**.

**SCHEDULE - "D"**

SPECIFICATIONS to be provided in the said Shop/Flat room as described in the Schedule - B above are as follows:

**a) STRUCTURE:**

- Foundation : Pilling Reinforced Cement concrete Footing
- Super-Structure : Reinforced Cement concrete Framed Structure with Brickwork infill

**b) FLOORING:**

- 24" X 24" Vitrified Tiles in the Shop/Flats
- Toilets, Common Lobby & Stair Case :- As per Architect Design.

**c) DOORS:**

- Perforated shutter.

**d) Toilet :**

- As per Architect Design.

**e) FINISHES:**

- Internal: Plaster of Paris finish in the Shop/Flats
- External: Anti-fungal External Glass Cladding

**f) SANITARY & PLUMBING**

- Water Supply : Concealed UPVC Water Pipes for the common Toilet
- Sewerage & Drainage : PVC Soil & Waste Pipes.

**g) ELECTRICAL:**

- Wiring : Concealed conduit with FRLS Copper Wires.
- 1 D B will be provided for each Shop/Flats

h) **Air-conditioning**

- BPU Meter shall be fixed in the shop/Flat for calculation of Air-conditioning consumption in each

**IN WITNESS WHEREOF** the Parties hereto have set and subscribed their respective hands and seats on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED** by the Parties in the presence of:

**WITNESSES**

KALIM INFRASTRUCTURE (P) LTD.  
  
Director

1. **SIGNATURE OF THE VENDOR**

2. **SIGNATURE OF THE PURCHASER**

Drafted by me,

Advocate

High Court, Calcutta