

DEED OF SALE

This **DEED OF SALE** made on thisday of

BETWEEN

(1) SRI RANJIT KUMAR SIL, son of Late Sibasambhu Sil, by faith Hindu (Indian Citizen), by Profession Retired, resident of 1, N.C. Kundu Road, Lalbagan, P.O. & P.S. Chandannagar, District Hooghly, PIN 712136, PAN AKVPS6485N, **(2) SRI SUJIT KUMAR SEAL**, son of Late Shibashambhu Seal, by faith Hindu (Indian Citizen), by Profession Retired, resident of 1, N.C. Kundu Road, Lalbagan, P.O. & P.S. Chandannagar, District Hooghly, PIN 712136, PAN CZWPS8540Q, **(3) SRI RABINDRANATH SIL**, son of Late SibaSambhu Sil, by faith Hindu (Indian Citizen), by Profession Retired, resident of 1, N.C. Kundu Road, Lalbagan, P.O. & P.S. Chandannagar, District Hooghly, PIN 712136, PAN BFYPS3498Q and **(4) SRI INDRAJEET SIL ALIAS SRI INDRAJIT SIL**, son of Late SibaSambhu Sil, by faith Hindu (Indian Citizen), by Profession Retired, Permanently residing at 1, N.C. Kundu Road, P.O. & P.S. Chandernagore, District Hooghly, PIN 712136, Presently residing at A/20, New Press Colony, Faridabad, P.O. N.H.2 Faridabad, P.S. Faridabad N.I.T. District Faridabad, State Haryana, PIN 121001, PAN BAZPS3305Q, hereinafter referred to as the **LAND OWNERS**; represented by the Constituted Attorney namely **SMT. URMI NANDY**, wife of Sri Sibasis Nandy, residing at "Sunil Apartment", 55, G.T. Road, Barabazar, P.O. & P.S. Chandannagore, District Hooghly, PIN 712136, PAN AEAPN7532G, one of the partners of "**URMIS' CONSTRUCTION**", having its office at "**RANGAMATI**" 419, N.C. Kundu Road, P.O & P.S. Chandernagore, District - Hooghly, PIN - 712136, Holding No. 419, Ward No.13 vide **Registered General Power Of Attorney** being No. 060400066 for the year 2020, Book no. I, Volume No. 0604-2020, Page 2896 to 2926, registered at A.D.S.R. Chandannagar, *(which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, successors, administrators, representatives and assigns)* of the **FIRST PART**.

URMIS' CONSTRUCTION

Urmis Nandy

Partner

AND

“URMIS’ CONSTRUCTION”, a registered Partnership Firm having its office at **“RANGAMATI”** 419, N.C. Kundu Road, P.O & P.S. Chandernagore, District Hooghly, PIN 712136, Holding No. 419, Ward No.13, PAN AAGFU1476J, represented by its partners **(1) SMT. URMI NANDY**, wife of Sri Sibasis Nandy, residing at “Sunil Apartment”, 55, G.T. Road, Barabazar, P.O. & P.S.- Chandannagore, District- Hooghly, PIN-712136, PAN - AEAPN7532G, **(2) SAYANTANI NANDY**, daughter of Sri Sibasis Nandy, residing at “Sunil Apartment”, 55, G.T. Road, Barabazar, P.O. & P.S. Chandannagore, District- Hooghly, PIN - 712136, PAN AOOPN8162L, represented by said **SMT. URMI NANDY**, her Constituted Attorney vide **Registered General Power Of Attorney** being No. **060400317** for the year **2019**, Book no. IV, Volume No. 0604-2019, Page 5409 to 5423, registered at A.D.S.R. Chandannagar, hereinafter referred to as the **DEVELOPER** (*which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to include its heirs, successors, administrators, representatives and assigns*) of the **SECOND PART**.

AND

MR. PRASUN SANYAL, son of Late Asit Sanyal, by faith Hindu (Indian Citizen), by Profession Service, residing at 698, Purasree Main Road, P.O. and P.S Chandannagore, District- Hooghly, PIN - 712136, PAN - ASOPS9163J hereinafter referred to as the **ALLOTTEE** or **PURCHASER** (*which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, successors, administrators, representatives and assigns*) of the **THIRD PART**.

WHEREAS the property as described in the schedule herein below originally belonged to Anila Bala Dasi, wife of Satish Chandra Das having right, title, interest and possession.

AND WHEREAS Anila Bala Dasi during her life time executed a Deed of Settlement being no. 2873 for the year 1962 in favour of ShibShambhu Seal alias Sibashambhu Sil.

AND WHEREAS thereafter Anila Bala Dasi died on 13.08.1983 leaving behind ShibShambhu Seal alias Sibashambhu Sil as absolute owner of the

property as described in the schedule herein below.

AND WHEREAS ShibShambhu Seal alias Sibashambhu Sil own and possess the property as described in schedule herein below peacefully.

AND WHEREAS said ShibShambhu Seal alias Sibashambhu Sil died on 16.12.2005 leaving behind his wife Shibani Sil, six sons namely Ranjit Kumar Sil, Sujit Kumar Seal, Ajit Sil, Rabindranath Sil, Indrajeet @ Indrajit Sil, Tarini Prasad Sil and two daughters namely Kamala Bhar and Anita Dutta as his legal heirs having right title, interest and possession.

AND WHEREAS subsequently Shibani Sil died on 04.03.2007 leaving behind six sons namely Ranjit Kumar Sil, Sujit Kumar Seal, Ajit Sil, Rabindranath Sil, Indrajeet @ Indrajit Sil, Tarini Prasad Sil and two daughters namely Kamala Bhar and Anita Dutta as her legal heirs.

AND WHEREAS subsequently Tarini Prasad Sil died unmarried on 14.04.2010 living behind five brothers Ranjit Kumar Sil, Sujit Kumar Seal, Ajit Sil, Rabindranath Sil, Indrajeet @ Indrajit Sil and two sisters namely Kamala Bhar and Anita Dutta as his legal heirs.

AND WHEREAS Ranjit Kumar Sil, Sujit Kumar Seal, Ajit Sil, Rabindranath Sil, Indrajeet @ Indrajit Sil and Kamala Bhar and Anita Dutta became the joint owner of the property as described in the schedule herein below to the extent of 1/7th share each having joint right, title, interest and possession.

AND WHEREAS out of love and affection Ajit Sil, Kamala Bhar and Anita Dutta transfer their 3/7th share in favour of their brothers namely Ranjit Kumar Sil, Sujit Kumar Seal, Rabindranath Sil and Indrajeet @ Indrajit Sil by way of registered Deed of Gift being No. 060404223 for the year 2019, registered in Book No. I, Volume No. 060404223, Page no. 108051 to 108089 at the office of A.D.S.R. Chandannagar.

AND WHEREAS in such waysaidRanjit Kumar Sil, Sujit Kumar Seal, Rabindranath Sil and Indrajeet @ Indrajit Sil have become the joint owners of the property as described in the schedule herein below to extent of 1/4th share each.

AND WHEREAS subsequentlythe **LAND OWNERS** herein i.e. said Ranjit Kumar Sil, Sujit Kumar Seal, Rabindranath Sil and Indrajeet @ Indrajit Sil mutated their names and as such new L.R. Khatians being no. 2844, 2840,

2842 and 2841 has been recorded in the names of the Rayats or the **LAND OWNERS** mentioned herein above.

AND WHEREAS the **LAND OWNERS** having an intention to construct a building or multistoried building over the said property specifically as mentioned in the schedule herein below took one step ahead but now out of dearth of technical knowledge and experience approached the **DEVELOPER**.

AND WHEREAS the **DEVELOPER** having experience in developing lands and constructing multistoried buildings, apartments, flats etc., agreed to develop the said land as such a Registered Land Owners and Developers Agreement being No. 060400061 for the year 2020, registered in Book no. I, Volume no. 0604-2020, Page 2400 to 2438 at A.D.S.R Chandannagore and a Registered General Power Of Attorney being No. 060400066 for the year 2020, Book no. I, Volume No. 0604-2020, Page 2896 to 2926, registered at A.D.S.R. Chandannagar were executed on 8th January of 2020 in favour of Smt. Urmi Nandy one of the Partner of **URMIS' CONSTRUCTION** for the purpose of the **DEVELOPMENT Work** over the property as describe in the schedule "**A**" herein below.

AND WHEREAS the **DEVELOPER** through **LAND OWNERS** submitted building Plan before the Chandernagore Municipal Corporation for sanction and the Municipal authority upon due verification of all the norms duly the Municipal authority approved the building plan having sanction plan being No. B-2/RB/01/2022-23 dated 26.07.2022.

AND WHEREAS upon obtaining necessary permission and clearance the **DEVELOPER / LAND OWNERS** herein is constructing a multistoried building upon the said land which will be known as "**fmjn he (POLASH BON)**".

AND WHEREAS the **ALLOTTEE** or **PURCHASER** with an intention to buy, have inspected the sanctioned plan and got acquainted with relevant specification in respect of the construction and have satisfied about the same; and the **ALLOTTEE** or **PURCHASER** has also satisfied about the documents of the said land and the title of the **LAND OWNERS** in the said land for the purpose of development and promotion of the project as herein.

AND WHEREAS the **ALLOTTEE** or **PURCHASER** has agreed to purchase

the property as describe in the Schedule “**B**” herein below.

AND WHEREAS now it is specifically agreed by and between the parties that after completion of the property as describe in the schedule “**B**” herein below the **DEVELOPER** shall sell and the **ALLOTTEE** or **PURCHASER** shall purchase the property at “**fmin he (POLASH BON)**” togetherwith the proportionate undivided impartible share and/or interest in land and right over common arrears, common facilities and common convenience subject to payment of necessary maintenance charges and other obligations to be observed and performed by the purchasers of the said building known as “**fmin he (POLASH BON)**”.

AND WHEREAS thus the **DEVELOPER/PROMOTER** after entering into the Development Agreement in respect to the schedule “**A**” property duly sanctioned a building plan under storied residential cum commercial building vide Sanctioned Plan No. B-2/RB/01/2022-23 dated 26.07.2022 from the office of Chandannagore Municipal Corporation (hereinafter for the sake of brevity called and referred to as the "said building plan") and are willing to initiate **DEVELOPMENT WORK** after obtaining all necessary "no objections"/"clearances", from the respective competent authorities.

AND WHEREAS the said project shall be known as “**fmin he POLASH BON**” situated at N.C. Kundu Road Chandannagore District Hooghly and Developed within the Jurisdiction of P.S. Chandannagore District Hooghly.

AND WHEREAS the **DEVELOPER/PROMOTER** is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the **DEVELOPER/PROMOTER** regarding the said land on which Project is to be constructed in respect to the **DEVELOPER /PROMOTERS** allocation.

AND WHEREAS the competent authority has granted the commencement certificate to develop the Project vide approval by the Sanctioned Authority.

AND WHEREAS the **LAND OWNERS** and the **DEVELOPER/PROMOTER** herein has obtained the final layout plan approvals for the Project from Chandernagore Municipal Corporation. The **LAND OWNERS** and the **DEVELOPER/PROMOTER** agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with law as

applicable. Provided that the **DEVELOPER/PROMOTER** may make such minor additions or alterations as may be required by the allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the **ALLOTTEE** or **PURCHASER**.

AND WHEREAS the **DEVELOPER/PROMOTER** has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulator Authority Vide Registration No.

AND WHEREAS the **ALLOTTEE** or **PURCHASER** herein had applied for an Flat in the Project vide Letter Dated and has been allotted Flat No. having carpet area of Sq.Ft. on the floor in the Building under known as "**POLASH BON**" situated at N.C. Kundu Road Chandannagore District Hooghly as permissible under the applicable law and of pro rata share in the common areas hereinafter referred to as the "Flat/Unit" more particularly described in Schedule "B" and the **FLOOR PLAN/DEED PLAN** of the Flat/Unit is annexed hereto and as describe in the Schedule "B" herein below. Be it mentioned here that the Flat/Unit is developed over the property as describe in the Schedule "A" herein below.

Moreover the Agreement For Sale was execute and registered by the **LANDOWNER** and **DEVELOPER** in favour of the **ALLOTTEE** or **PURCHASER** by way of registered Agreement For Sale being No. for the year 2023 registered in the Office of A.D.S.R. Chandannagore.

AND WHEREAS the **ALLOTTEE** or **PURCHASER** has gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations.

AND WHEREAS the **ALLOTTEE** or **PURCHASER**, the **LAND OWNER** and the **DEVELOPER/PROMOTER** hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

AND WHEREAS the **ALLOTTEE** or **PURCHASER**, the **LAND OWNER** and the **DEVELOPER/PROMOTER** relying on the confirmations, representations and assurances of each here 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 enumerated hereinafter.

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **DEVELOPER/PROMOTER** hereby agrees to sell and the **ALLOTTEE** or **PURCHASER** hereby agrees to purchase the Flat/Unit as describe in the Schedule “**B**” herein below. It is mentioned here that the property as specified herein as the Flat/Unit as describe in the Schedule “**B**” herein below is the part of **DEVELOPER/PROMOTER’S ALLOCATION**.

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. **THAT** subject to the terms and conditions as detailed in this Agreement, the **DEVELOPER/PROMOTER** agrees to sell to the **ALLOTTEE** or **PURCHASER** and the **ALLOTTEE** or **PURCHASER** hereby agrees to purchase, the Flat as described in the Schedule “**B**” herein below. The Total Price for the Flat as describe in the Schedule “**B**” herein below based on the carpet area is Rs.

AND THAT the Total Price above includes the booking amount paid by the **ALLOTTEE** and or **PURCHASER** to the **DEVELOPER/PROMOTER** towards the Flat /Unit;

AND THAT the Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, CGST, if any as per law, or any other similar taxes which may be levied, in connection with the construction of the Project payable by the **DEVELOPER/PROMOTER**) up to the date of handing over the possession of the Flat/Unit:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the **ALLOTTEE** or **PURCHASER** to the **DEVELOPER/PROMOTER** shall be increased/reduced based on such change / modification;

AND THAT the Total Price of the Flat as describe in the Schedule “**B**” herein below includes: 1) pro rata share in the Common Areas as provided in the

Agreement.

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

AND THAT it is agreed that the **DEVELOPER/PROMOTER** shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the **ALLOTTEE** or **PURCHASER**. Provided that the **DEVELOPER/PROMOTER** may make such minor additions or alterations as may be required by the **ALLOTTEE** or **PURCHASER**, and or such minor changes or alterations as per the provisions of the Act.

AND THAT the **DEVELOPER/PROMOTER** agrees and acknowledges the **ALLOTTEE** or **PURCHASER** shall have exclusive ownership of the Flat as describe in the Schedule "B" herein below;

AND THAT the **DEVELOPER / PROMOTER** further agrees and acknowledges the **ALLOTTEE** or **PURCHASER** shall also have undivided proportionate share in the Common Areas. Since the share / interest of the **ALLOTTEE** or **PURCHASER** in the Common Areas is undivided and cannot be divided or separated, the **ALLOTTEE** or **PURCHASER** shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the **ALLOTTEE** or **PURCHASER** to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as

applicable. It is clarified that the **DEVELOPER/PROMOTER** shall convey undivided proportionate title in the common areas to the association of the **ALLOTTEE** or **PURCHASER**;

AND THAT the **DEVELOPER/PROMOTER** agrees and acknowledges that the computation of the price of the Flat as describe in the Schedule "B" herein below includes recovery of price of land, construction cost, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

AND THAT it is made clear by the **DEVELOPER/PROMOTER** and the **ALLOTTEE** or **PURCHASER** agrees that the Flat as describe in the Schedule "B" herein below shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the **ALLOTTEE** or **PURCHASER**. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the **ALLOTTEE** or **PURCHASER** of the Project.

1. **THAT** the **ALLOTTEE** or **PURCHASER** has seen the specifications of the Flat as describe in the Schedule "B" herein below and accepted the Payment Schedule, floor plans, layout plans which has been approved by the competent authority, as represented by the **DEVELOPER/PROMOTER**. The **DEVELOPER/PROMOTER** has developed the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms, the **DEVELOPER/PROMOTER** has abided by such plans approved by the competent Authorities and shall also strictly abide by the other provisions in force and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Provision of Law.

MOREOVER upon obtaining the occupancy certificate from the competent authority the **DEVELOPER/PROMOTER** offered in writing the possession of

the Flat, to the **ALLOTTEE** or **PURCHASER**. That the **ALLOTTEE** or **PURCHASER** agree(s) to pay the maintenance charges as determined by the **DEVELOPER/PROMOTER**/association of allottees, as the case may be.

Be it mentioned here that upon receiving a written intimation from the **DEVELOPER/PROMOTER** the **ALLOTTEE** or **PURCHASER** agreed to register the Deed of Sale and take possession of the Flat/Unit as describe in the Schedule “B” from the **DEVELOPER/PROMOTER** by executing necessary formalities, undertakings and such other documentation.

THAT the **DEVELOPER/PROMOTER** shall compensate the **ALLOTTEE** or **PURCHASER** 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 and the claim for compensation under shall not be barred by limitation provided under any law for the time being in force.

2. THAT the **DEVELOPER/PROMOTER** hereby represents and warrants to the **ALLOTTEE** or **PURCHASER** that,

(i) The **DEVELOPER/PROMOTER** has the absolute rights to carry out development work upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The **DEVELOPER/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;

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

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat/unit are valid and subsisting and have been obtained by following due process of law. Further, the **DEVELOPER/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 the Flat/Unit and common areas;

(vi) The **DEVELOPER/PROMOTER** has the right to execute this Deed and has not committed or omitted to perform any actor thing, whereby the right, title and interest of the **ALLOTTEE** or **PURCHASER** created herein, may

prejudicially be affected;

(vii) The **DEVELOPER/PROMOTER** has not entered into any agreement for sale and other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Flat/Unit which will, in any manner, affect the rights of the **ALLOTTEE** or **PURCHASER**;

(viii) The **DEVELOPER/PROMOTER** confirms that the **DEVELOPER /PROMOTER** is not restricted in any manner whatsoever from selling the said Flat/Unit as describe in the Schedule herein below to the **ALLOTTEE** or **PURCHASER**. Be it mentioned here that the **DEVELOPER /PROMOTER** herein handover lawful, vacant, peaceful, physical possession of the Flat/Unit as describe in the Schedule "B" herein below to the **ALLOTTEE** or **PURCHASER** and the common areas to the Association of the **ALLOTTEE** and or **PURCHASER**;

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

(x) The **DEVELOPER/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;

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

(xii) That the property is not Debuttar and Waqf property.

3. THAT the **DEVELOPER/PROMOTER**, on receipt of complete amount of the Price of the Flat from the **ALLOTTEE** or **PURCHASER** execute this conveyance deed and convey the title of the Flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate.

4. THAT the **DEVELOPER/PROMOTER** shall be responsible to provide

and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the **ALLOTTEE** or **PURCHASER**. The cost of such maintenance has been included in the Total Price of the Flat as the **ALLOTTEE** or **PURCHASER** of the Flat as describe in the Schedule herein below.

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

6. THAT the DEVELOPER / PROMOTER / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the ALLOTTEE or PURCHASER agrees to permit the association of allottees and/or maintenance agency to enter into the Flat/Unit as describe in the Schedule herein below 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.

7. THAT the service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer and other permitted uses as per sanctioned plans. The **ALLOTTEE** or **PURCHASER** shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

8. THAT the **ALLOTTEE** or **PURCHASER** shall, after taking possession, be solely responsible to maintain the Flat/Unit as describe in the Schedule "B" herein 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 Flat/Unit, 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 Flat/Unit and keep the Flat/Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The **ALLOTTEE** or **PURCHASER** 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 **ALLOTTEE** or **PURCHASER** 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** or **PURCHASER** shall not store any hazardous or combustible goods in the Flat/Unit as describe in the Schedule herein below or place any heavy material in the common passages or staircase of the Building. The **ALLOTTEE** or **PURCHASER** shall also not remove any wall, including the outer and load bearing wall of the Flat/Unit as describe in the Schedule herein below. The **ALLOTTEE** or **PURCHASER** shall plan and distribute its electrical load in conformity with the electrical systems installed by the **DEVELOPER/PROMOTER** and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The **ALLOTTEE** or **PURCHASER** shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

9. THAT the **ALLOTTEE** or **PURCHASER** is purchasing the Flat/Unit as describe in the Schedule herein below with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the **ALLOTTEE** or **PURCHASER** hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Flat/Unit, all the requirements, requisitions, demands and repairs which are required by

any competent Authority at his/ her own cost.

10. THAT the **DEVELOPER/PROMOTER** undertakes that they have no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

11. THAT after the **DEVELOPER/PROMOTER** executes this Deed they shall not mortgage or create a charge on the Flat / 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** or **PURCHASER** who has taken or agreed to take such Flat/Unit as describe in the Schedule "B" herein below.

12. THAT the **DEVELOPER/PROMOTER** has assured the **ALLOTTEE** or **PURCHASER** that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

13. THAT this Agreement may only be amended through written consent of the Parties.

14. THAT to all intents and purposes it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally applicable to and enforceable against any subsequent the ALLOTTEE or PURCHASER or PURCHASER thereafter of the Flat/Unit, in case of a transfer, as the said obligations go along with the Flat/Unit.

15. THAT if any provision of this Deed is determined to be void or unenforceable under any law, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

16. THAT it is stipulated that the **ALLOTTEE** or **PURCHASER** 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 Flat/Unit bears to the total carpet area of all the Flats/Units in the Project.

17. THAT the Parties to the Deed agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed 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.

18. THAT the property as specified as the Flat/Unit as describe in the Schedule “B” herein below is the part of **DEVELOPER/PROMOTER’S ALLOCATION**.

19. THAT all notices to be served on the **ALLOTTEE** or **PURCHASER** and the **DEVELOPER/PROMOTER** as contemplated by this Deed shall be deemed to have been duly served if sent to the **ALLOTTEE** or **PURCHASER** or the Promoter by Registered Post at their respective addresses.

20. THAT in case there are Joint **ALLOTTEE** or **PURCHASER** all communications shall be sent by the **DEVELOPER/PROMOTER** to the **ALLOTTEE** or **PURCHASER** whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the **ALLOTTEE** or **PURCHASER**.

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

22. THAT all or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the **REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016**.

THE SCHEDULE ‘A’ ABOVE REFERRED TO

(Description of the land on which the building has been constructed)

District and District Sub Registrar Office Hooghly, Additional Sub Registrar Chandannagar, J.L. No. 1, Sheet No. 15, Mouza Chandannagar, R.S. Khatian 138, R.S. DagNo. 271 corresponding to L.R. Khatian No. 1284 (new

L.R. Khatian 2844, 2840, 2842 and 2841), L.R. Dag No. 375, Bastu Land measuring about .096 Acre more or less or 5 Cottah 12 Chittak 41 sq.ft. situates at N.C. Kundu Road, Ward No. 13, Holding No. 455, under Chandannagore Municipal Corporation.

The property is butted and bounded by:-

ON THE NORTH : Property of Ghosal.

ON THE SOUTH: Property of Nikhil Bhar.

ON THE EAST : N.C. Kundu Road.

ON THE WEST : Property of AjitBhar.

IN WITNESSES WHEREOF the **LAND OWNERS, DEVELOPER** and the **ALLOTTEE** or **PURCHASER** have hereunder set and subscribe their respective hands and seals on the day, month and year first above mentioned.

SCHEDULE "B": DESCRIPTION OF FLAT/UNIT

DESCRIPTION OF THE FLAT: ALL THAT Piece and parcel of a Flat No. on the of the Floor measuring about Sq.ft. carpet area, be a little more or less, having lift facility therewith, alongwith undivided proportionate variable impartible indivisible share in the land in the building being Holding No.455 within Chandernagore Municipal Corporation under Ward No. 13, District Hooghly as specifically demarcated and delineated in the map annexed herewith with "**RED**" colour.

The Map annexed herewith is the part and parcel of this Agreement.

THE FLAT IS BUTTED AND BOUNDED BY:-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

PAYMENT SCHEDULE

.....

IN WITNESSES WHEREOF the **LAND OWNERS, DEVELOPER** and the **ALLOTTEE** or **PURCHASER** have hereunder set and subscribe their respective hands and seals on the day, month and year first above

mentioned.

**SIGNATURE OF THE LAND OWNERS
REPRESENTED BY THE CONSTITUTED
ATTORNEY**

1.

(Signature of UrmiNandy)

2.

*(Signature of the constituted attorney of
Sayantani Nandy)*

SIGNATURE OF THE DEVELOPER

1.

2.

SIGNATURE OF THE PURCHASERS

SIGNED, SEALED AND DELIVERED

In Presence of witnesses:

1.

2.

DRAFTED BY ME

**ADVOCATE
TYPED BY ME**

TYPIST

URMIS' CONSTRUCTION
Urmi Nandy
Partner