

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 _____, (PAN _____) (Aadhaar No. _____), son of _____, residing at _____, P.O. _____ & P.S. _____, duly authorized vide Board Resolution dated _____;
2. **M/S. 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 _____, (PAN _____) (Aadhaar No. _____), son of _____, residing at _____, P.O. _____ & P.S. _____, 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 _____, (PAN _____) (Aadhaar No. _____), son of _____, residing at _____, P.O. _____ & P.S. _____, 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 _____, (PAN _____) (Aadhaar No. _____), son of _____, residing at _____, P.O. _____ & P.S. _____, 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 _____, (PAN _____) (Aadhaar No. _____), son of _____, residing at _____, P.O. _____ & P.S. _____, 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 _____, (PAN _____) (Aadhaar No. _____), son of _____, residing at _____, P.O. _____ & P.S. _____, 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 _____, (PAN _____) (Aadhaar No. _____), son of _____, residing at _____, P.O. _____ & P.S. _____, _____, 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 _____, (PAN _____) (Aadhaar No. _____), son of _____, residing at _____, P.O. _____ & P.S. _____, _____, 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 _____, (PAN _____) (Aadhaar No. _____), son of _____, residing at _____, P.O. _____ & P.S. _____, _____, duly authorized vide Board Resolution dated _____;
10. **MR. RAHUL SARAF**, (PAN **AKOPS6728D**) (Aadhaar 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 _____, (PAN _____) (Aadhaar No. _____), son of _____, residing at _____, P.O. _____ & P.S. _____, _____, appointed vide a Power of Attorney executed on 08.11.2023 and registered on 10.11.2023, being No. 190202147, before Office of the A.R.A-II, Kolkata, West Bengal.

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. (PAN **AABCF2633A**), a company incorporated under the provisions of The Companies Act 1956, having its registered office at 4/1 Red Cross Place, Kolkata 700 001, P.O. G.P.O., & P.S. Hare Street, represented by its Authorised Signatory _____, (PAN _____) (Aadhaar No. _____) son of _____, resident of _____, P.O. _____ & P.S. _____



_____, duly authorized vide Board Resolution dated _____, 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 No. [•] 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**.
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 56.98 acres of land within Mouza Jagadipsur, JL No 27, District North 24 Parganas on 31.08.2023 vide Letter No 746/HIDCO/PInG/PInG Area/638(2)/2014 (Vol.3) and on 14.09.2023 vide letter No 780/HIDCO/PInG/PInG Area/638(2)/2014 respectively.
4. The Owners entered into a Development Agreement dated 30th 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”.
6. The Promoter has registered the Forum Estates Aranya- Innovative Township, Phase-III with the Real Estate Regulatory Authority with Registration No [•] for plotted development for commercial use only.



7. The Purchaser has approached the Promoter for Allotment of a plot of land in the Said Project, Forum Estates Aranya- Innovative Township, Phase-III, 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-III of the Said Project, 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 Allottee 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.
- 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 modifications and/or alterations and/or additions thereto, and the Allottee hereby consents to the same. The Said Plan shall also include any revised plan for horizontal



extension/vertical extension of the Said Project that is submitted to the Competent Authority for approval.

- xvi. "**Owner/s**" shall mean M/s Adrija Constructions Pvt. Ltd. [ADR], 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].
- xvii. "**Phase-III**" shall mean and include the selected Plots out of the Project being developed and demarcated by the Promoter for commercial purposes more fully mentioned in **Schedule B** herein.
- xviii. "**Plot**" shall mean an individual parcel of land demarcated and plotted by the Promoter in the Township.
- xix. "**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).
- xx. "**Project / Commercial Project / Said Project**" shall mean the plotted development in the Township for commercial use only.
- xxi. "**Said Plot**" shall mean Plot No [•] admeasuring about [•] sq. ft. situated in zone [•], Phase-III more fully mentioned in **Schedule C** herein.
- xxii. "**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. more fully mentioned in **Schedule “C”** in Phase-III of the Said Project.

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 **Schedule-E**, 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. for commercial purposes only more fully described in **Schedule “C”** 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 use for commercial purposes only limited to [•] 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 commercial purposes and use only limited to [•] and for no other purpose whatsoever only at any point of time upon the execution of this Sale Deed.
- d. The Conveyance of the Said plot is subject to the following conditions:
 - i. The Purchaser (s) shall, in addition to the Total Sale Price as stated herein, pay an Advance Adhoc Maintenance Expense (**AAME**) at the rate of Rs 90/- per sq. ft. on the carpet area to the Promoter. The AAME shall be adjusted by the Promoter against the Maintenance Expenses incurred by the Promoter and/or the Maintenance Company. The Promoter/Maintenance Company reserves the right to modify and/or adjust such charges as they may deem fit on a periodic basis. The Allottee(s) shall cooperate and punctually pay the charges as and when demanded by the Promoter/ Maintenance Company.
 - ii. The Purchaser(s) further hereby agrees to pay an Advance Infrastructure Upgradation Cost (**AIUC**) at the rate of Rs 200/- per sq. ft. on the carpet area to the Promoter. The AIUC shall be in addition to the Total Sale Price as stated hereinabove. The purpose of the AIUC is to facilitate the development and maintenance of the Township to international standards. The Promoter and/or any nominated company shall have the right to utilize the AIUC for the purpose of infrastructure upgradation from time to time. However, it is expressly clarified that the AIUC shall not be utilized for day-to-day maintenance activities. The Promoter shall transfer the AIUC to the nominated agency or entity at its sole discretion for the purpose of carrying out the infrastructure upgradation. if required by the Promoter, the Allottee(s) enter into agreements with the nominated agency so appointed by the Promoter in this regard. The Purchaser(s) hereby acknowledges and agrees to make the payment of the AIUC as and when demanded by the Promoter.
 - iii. If the Purchaser(s) undertakes construction on the Said Plot it shall do so in strict conformity with the Master Plan and building plan sanctioned by the Competent Authority. The Purchaser(s) shall adhere to all applicable rules, regulations, and guidelines issued by relevant authorities concerning the construction and use of the Said Plot.
 - iv. The Purchaser(s) shall have the liberty to deal with, transfer, or otherwise dispose of the constructed Unit, if any, on the Said Plot, for commercial purposes only. Any such dealing, transfer, or disposition shall be conditional upon the ultimate user, occupier, or



owner of the Unit committing to pay the maintenance charges for the upkeep of Basic Infrastructure Amenities as determined by the Promoter and/or any maintenance agency appointed by the Promoter. The Purchaser(s) shall ensure that any agreement for dealing, transfer, or disposition of the Unit includes a binding obligation on the part of the transferee or the ultimate user to adhere to the payment of maintenance charges as per the terms agreed upon in this Agreement.

- v. Furthermore, the Purchaser(s) shall inform the Promoter in writing of any dealing, transfer, or disposition of the Unit on the Said Plot, providing details of the transferee or ultimate user to ensure compliance with the maintenance charge obligations.
- vi. The Purchaser(s) hereby undertakes to ensure that the terms and conditions pertaining to the Advance Adhoc Maintenance Expense (AAME) and Advance Infrastructure Upgradation Cost (AIUC) as detailed in this Agreement are duly incorporated into the Agreement to Sale and/or any other agreements that may be executed between the Purchaser(s) and the ultimate user, occupier, or owner of the Unit(s) constructed on the Said Plot. This incorporation is imperative to ensure that the ultimate user, occupier, or owner is bound by the obligations of AAME and AIUC as stipulated herein, thereby guaranteeing the continuity of the standards and maintenance of the infrastructure of the Township to the agreed specification. This clause shall always be read in conjunction with clauses 4(d)(i) and 4(d)(ii) herein.
- vii. The Purchaser(s) further undertakes to ensure that any future increase or decrease in the Advance Adhoc Maintenance Expense (AAME) rates shall be binding on the ultimate user, occupier, or owner of the Unit(s) constructed on the Said Plot. To this end, the Purchaser(s) shall include suitable clauses in the Agreement to Sale and/or other agreements to be entered into with the ultimate user, occupier, or owner, mirroring the stipulations set forth in this Agreement regarding adjustments to the AAME. This shall ensure that the financial responsibilities for maintaining and upgrading the infrastructure of the Township are clearly defined and agreed upon by all parties involved, in accordance with the changes in rates as may be determined by the Promoter from time to time. This clause shall always be read in conjunction with clauses 4(d)(i) and 4(d)(ii) herein.
- viii. Notwithstanding the generality of the foregoing, the Purchaser(s) undertakes and assures that the Agreement to Sale and/or other Agreements to be entered into by and between the Allottee(s) and the ultimate user/occupier/owner of the Unit(s) to be constructed on the Said Plot shall include the following clauses:
 - 1. The ultimate user/occupier/owner of the Unit(s) shall be bound to pay Maintenance Charges to the Promoter and/or the Maintenance Company appointed by them. The ultimate user/occupier/owner shall also be required to enter into such agreements as may be necessary with the Promoter and/or the Maintenance Company appointed by them to ensure the



payment and management of Maintenance Charges.

2. The ultimate user/occupier/owner of the Unit(s) shall adhere to the terms of the rules and regulations that may be framed by the Promoter for the purpose of ensuring better community living within the Township. The Promoter, at its sole discretion, is entitled to frame such rules and regulations for the Township, which shall be applicable from such time as may be decided by the Promoter. Any violation of these rules and regulations may result in penalties, fines, or other actions as determined by the Promoter.
3. The ultimate user/occupier/owner of the Unit(s) shall adhere to the terms of the rules and regulations that may be framed by the Competent Authorities from time to time. Compliance with such rules and regulations is mandatory, and any non-compliance may subject the ultimate user/occupier/owner to legal and/or penal consequences as prescribed by the Competent Authorities or as enforced by the Promoter in accordance with the applicable laws and regulations.

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, lispendens 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, lispendens, 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 whereunder 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) and/or any other person deriving any right title and interest from them 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 and/or any other person deriving any right title and interest from them 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) undertakes that the Said Plot shall be used for commercial purposes only being limited to [•] 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.
- v. THAT the Purchaser(s) confirms and undertakes that for the purpose of construction if any on the Said Plot shall be in conformity with the Master Plan and the building plan sanctioned by Competent Authorities adhering to all the rules and regulations for the time being in force and for commercial purposes and 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) hereby consents and undertakes that construction on the Said land shall be done within the available FSI on the Said Plot.
- vii. 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.
- viii. 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.
- ix. 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.
- x. 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.
- xi. 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.

- xii. THAT the Purchaser shall comply with the conditions mentioned herein and more fully described in Clause 4(d) herein.
- xiii. 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.
- xiv. 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.
- xv. THAT the Purchaser(s) shall at all times pay all Tax, impositions, Khazna etc. in respect of the Said Plot in a timely manner.
- xvi. 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
PHASE III**

All that piece and parcel of land admeasuring an area of **4.948 Acres** of land (more or less) being Phase-III of "**Forum Estates-Aranya, Innovative Township**", out of land admeasuring about 56.980 acres in Mouza Jagadishpur, Dist. North 24 Parganas, JL No. 27, P.S. Rajarhat.

**SCHEDULE C
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 III**, as detailed herein below:

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

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 D
[MAP OF THE PLOT]**

**SCHEDULE E
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 Owner at Kolkata

For the Owners by their 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.**

(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)

&

[•]

(PURCHASER(S) / ALLOTTEE(S))

PREPARED BY

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

