

DEED OF SALE

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

BETWEEN

SMT. RATNA SAHA, wife of Sri Dipak Saha, by faith Hindu (Indian Citizen), by Profession House wife, Epic Card No. _____, PAN – BISPS7304A, resident of Chinsurah Station Road, Pallyshree, Post Office – Chinsurah R.S., Police Station – Chinsurah, District – Hooghly, PIN - 712102, West Bengal, hereinafter referred to as the **“LAND OWNER”** represented by her lawful constituted attorney namely **“SHIV SANKAR CONSTRUCTION”**, PAN AEQFS5229D, a Partnership Concern having it's registered office at “Yamuna Enclave”, 53, Haridradanga Main Road, Post Office and Police Station Chandannagore, District Hooghly, PIN 712136, West Bengal, represented by its partners, namely **(1) SMT. SUPARNA SAHA**, wife of Sri Biplab Saha, by Religion – Hindu (Indian Citizen), by profession Business, Epic Card No. _____, PAN – GCKPS3422Q, resident of Garbati, Kundugoli, Post Office Buroshibtala, Police Station Chinsurah, District Hooghly, PIN – 712105, **(2) SRI DEBASISH SAHA**, son of Sri DipakSaha, by Religion – Hindu (Indian Citizen), by profession-Business, Epic Card No. _____, PAN – CHYPS8389D, resident of - Pallyshree, Chinsurah Station Road, Post Office – Chinsurah R. S., Police Station - Chinsurah, District – Hooghly, PIN – 712102, and **(3) SRI NIHAR ROY**, son of Nikunja Roy, by faith – Hindu (Indian Citizen) by profession – Business, Epic Card No. _____, PAN – BXYPR3148G, residing at – Rabindranagar, Paschimpara, Post Office - Rabindranagar, Police Station - Chinsurah, District - Hooghly, Pin- 712103, vide Development Power of Attorney after Registered Development Agreement, executed and registered on 19.05.2022, at the office of the District Sub Registrar-I, Hooghly and recorded therein in Book No. I, Vol. No. 0601-2022, pages from 128178 to 128195 being No. 060106228 for the year 2022 (*which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to include her heirs, successors, administrators, representatives and assigns*) of the **FIRST PART**.

SHIV SANKAR CONSTRUCTION

Nihar Roy

PARTNER

AND

“SHIV SANKAR CONSTRUCTION”, PAN - AEQFS5229D, a Partnership Concern having its registered office at “Yamuna Enclave”, 53 - Haridradanga Main Road, P. O. & P. S.- Chandannagore, Pin- 712136, W.B., **represented by** its partners, **1. SMT. SUPARNA SAHA**, PAN – GCKPS3422Q, wife of Sri BiplabSaha, by Religion – Hindu (Indian Citizen), by profession- Business, resident of – Garbati, Kundugoli, Post Office – Buroshibtala, Police Station - Chinsurah, District – Hooghly, Pin – 712105, **2. SRI DEBASISH SAHA**, PAN – CHYPS8389D, son of Sri DipakSaha, by Religion – Hindu (Indian Citizen), by profession- Business, resident of - Pallyshree, Chinsurah Station Road, Post Office – Chinsurah R. S., Police Station - Chinsurah, District – Hooghly, Pin – 712102, **3. SRI NIHAR ROY**, PAN – BXYPR3148G, son of Nikunja Roy, by faith – Hindu (Indian Citizen) by profession – Business, residing at – Rabindranagar, Paschimpara, P.O. - Rabindranagar, P.S. - Chinsurah, Dist.- Hooghly, Pin- 712103, hereinafter called the **“DEVELOPER”**, (*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 **SECOND PART**.

AND

1. -----, son of -----, by faith Hindu (Indian Citizen), by Profession _____, Epic Card No. _____, PAN – -----, and **2.** -----, wife of -----, by faith Hindu (Indian Citizen), by Profession _____, Epic Card No. _____, PAN – _____, both are residents of -----, P.O. -----, P.S. -----, District -----, PIN -----, hereinafter called as the **“PURCHASERS”** (*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 **THIRD PART**.

WHEREAS the property as described in the schedule **“A”** herein below, belonged to one Rashbehari Dutta, son of Late Sarat Chandra Dutta, who purchased the same from one Jugol Kishor Sil, son of Late Purna Chandra Sil of Nuripara, Bibirhat, Chandannagore, Hooghly, by way of a registered Bengali Deed of Sale executed on 01.10.1958 and registered in the Office of Joint Sub-Registrar of

Serampore at Chandannagore, Hooghly, recorded in Book No. I, Volume No. 25, Pages from 135 to 137, vide Deed No. 1788 for the year 1958.

AND WHEREAS subsequently said Rashbehari Dutta mutated his name before the Office of B.L. & L.R.O. and accordingly the L.R. Khatian no. 446 has been allotted to him but in the L.R. Parcha the name of said Rashbehari Dutta has inadvertently been recorded as Rambehari Dutta, son of Late Sarat Chandra. Be it further mentioned here that said Rashbehari Dutta also mutated his name in respect of the said property as described in the schedule **"A"** herein below in the Office of the Chandernagore Municipal Corporation and used to pay rents and taxes regularly. Thereafter said Rashbehari Dutta had constructed two storied pucca residential house on the partial portion of the said property as described in the schedule **"A"** herein below as per sanction plan issued by the competent authority of Chandernagore Municipal Corporation.

AND WHEREAS said Rashbehari Dutta while in possession of the said property as described in the schedule **"A"** herein below executed and registered a Bengali Deed of Settlement on 27.04.1984 at the Office of Sub Registrar of Serampore, Hooghly, recorded in the Book No. I, Volume No. 35, Pages from 262 to 267, vide Deed No. 1770 for the year 1984 and thereby settled his said property as described in the schedule **"A"** herein below in favour of his wife Smt. Arati Dutta and his son Asok Kumar Datta. Be it mentioned here that subsequently said Rashbehari Dutta died on 28.11.1995, but in the Certificate of Death the name of said Rashbehari Dutta has been recorded as Rash Behari, Dutt, son of Late SaratDutt.

AND WHEREAS after death of said Rashbehari Dutta, as per the conditions of aforesaid Deed of Settlement, said Smt. Arati Dutta and Sri Asok Kumar Dutta became the joint owners of the property as described in the schedule **"A"** herein below and also mutated their names in the office of the Chandannagore Municipal Corporation and thereby used to pay municipal tax and rent regularly to the competent authority.

AND WHEREAS subsequently said Smt. Arati Dutta and Sri Asok Kumar Dutta transferred the property as described in the schedule **"A"** herein below in favour of Smt. RatnaSaha, happens to the **LAND OWNER** hereinby way of a Deed of Sale, executed on 26.02.2021 and registered at the Office of Additional District Sub-

Registrar of Chandannagore, Hooghly, recorded in Book No. I, Volume No. 0604-2021, Pages from 30359 to 30395, being Deed No. **060400857** for the year **2021**.

AND WHEREAS having purchased the said property as described in the schedule **"A"** herein below the **LAND OWNER** herein has mutated her name in the Office of B.L. & L.R.O. Singur-Khalisani Block vide L.R. Khatian No. 2808 and also in the office of Chandannagore Municipal Corporation vide Holding No. 516 and thereby has been paying the Govt. Rent and Municipal Tax regularly.

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 **"A"** herein below took one step ahead but now out of dearth of technical knowledge and experience decided to appoint a developer who will be able to undertake the aforesaid job.

AND WHEREAS the **DEVELOPER** herein having experience in developing lands and constructing multistoried buildings, apartments, flats etc., agreed to develop the said land as described in the schedule **"A"** herein under as such approached the **LAND OWNER** to develop her said land by raising a multistoried building thereon and the **LAND OWNER** after consideration of the approach of the **DEVELOPER** has agreed with the **DEVELOPER** herein. Thereafter the **LAND OWNER** and the **DEVELOPER** has agreed to develop the property as described in the schedule **"A"** Schedule herein under, after demolishing the existing structure therein and thereby entered into a **Development Agreement** on 19.05.2022 which was registered at the District Sub Registrar-I, Hooghly vide Deed No. 060106209 for the year 2022, recorded in Book No. I, Vol. No. 0601-2022, pages from 128878 to 128901 for the purpose of the **DEVELOPMENT Work** over the said property as describe in the schedule **"A"** herein below.

AND WHEREAS the **LAND OWNER** also executed a **General Power of Attorney after Registered Development Agreement**, which was **executed and registered on 19.05.2022**, at the office of the District Sub Registrar-I, Hooghly and recorded therein in Book No. I, Vol. No. 0601-2022, pages from 128178 to 128195 being No. **060106228** for the year **2022** and appointed the **DEVELOPER** herein as her true and lawful constituted attorney empowering them with various power, authority, inter-alia, rights and authorities to enter into Agreement for Sale and to register Deed of Conveyance with the Intending Purchaser(s) or Purchaser(s) of their choice

and to receive earnest or total consideration money from them regarding their allocation i.e. **Developer's Allocation**.

AND WHEREAS in pursuance of the said Development Agreement and Development Power of Attorney after Registered Development Agreement, the **DEVELOPER** herein applied and got sanctioned plan for the multistoried building and has started the **(G+3)** storied building named as **"YAMUNA ENCLAVE"** and hereinafter called as the said building over the property as described in the schedule **"A"** herein below as per building Plat vide permit no. – **SWS-OBPAS/1806 /2022/0606, dated 05.01.2023** sanctioned by the Chandannagore Municipal Corporation.

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

AND WHEREAS the **ALLOTTEE** or **PURCHASERS** agreed to purchase the property or Flat as describe in the Schedule **"B"** herein below out of **Developer's Allocation** as enumerated in the aforesaid Development Agreement.

AND WHEREAS now it specifically agreed by and between the parties that the **DEVELOPER** offer to sell and the **ALLOTTEE** or **PURCHASERS** intended to purchase the property as describe in the schedule **"B"** herein below at **"YAMUNA ENCLAVE"** together with the proportionate undivided impartable share and/ or interest in land as described in the schedule **"A"** herein below 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 **"YAMUNA ENCLAVE"**.

AND WHEREAS the **ALLOTTEE** or **PURCHASERS** herein, being aware of the said proposal approached the **DEVELOPER** and on inspection of all documents relating title to the property, Development Agreement and other documents and also on inspection of the sanctioned building plan and being satisfied with the same have

decided to purchase a aforesaid Flat being no. "-----" on the ----- side of the ----
 -- Floor, covered area of ----- Sq. ft. corresponding to -----Sq.ft. super build up
 area be a little more or less at a total consideration of Rs. -----/- (Rupees ----
 -----) only which the **DEVELOPER** accepted considering the same as
 highest marketable price and has agreed to sell the aforesaid Flat being no. "-----
 ---" hereinafter called the said property.

AND WHEREAS the **ALLOTTEE** and or **PURCHASERS** have agreed to purchase
 the property as describe in the Schedule "**B**" herein below.

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

AND WHEREAS the **LAND OWNER** and the **DEVELOPER/PROMOTER** herein has
 obtained the final layout plan approvals for the Project from Chandernagore
 Municipal Corporation. The **LAND OWNER** 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 a 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 "**YAMUNA ENCLAVE**" situated at Haridradanga MainRoad,
 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** byway 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** have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations.

AND WHEREAS the **ALLOTTEE**, 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**, 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. The property as specified 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 describe 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 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.

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** and or **PURCHASER** of the Project.

THAT the **ALLOTTEE/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.

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 **ALLOTTEES** or **PURCHASERS**;

(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.

2. 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.

3. 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.

4. 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 **ALLOTTEES** or **PURCHASERS** from time to time.

5. 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.

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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

12. THAT toall 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 **ALLOTTEES** or **PURCHASER** or **PURCHASER** thereafter of the Flat/Unit, in case of a transfer, as the said obligations go along with the Flat/Unit.

13. 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.

14. 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.

15. 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.

16. 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**.

17. 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.

18. THAT in case there are Joint **ALLOTTEES** or **PURCHASERS** 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**.

19. 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.

20. 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)

ALL THAT piece and parcel of land lying and situates in the District and District Sub Registry Office – Hooghly, Additional District Sub Registry Office and Police Station – **Chandannagore**, having **Holding No. – 516 NEW**, (old Holding No. 547), of Ward No. - **3**, Mohalla/Street – **Haridradanga Main Road**, under the Chandannagore Municipal Corporation, RaytiStithibanSwatiya, **Mouza – Chandannagore**, Sit No. - 2, J. L. No.1, R. S. Khatian No. 159, Corresponding to Hal **L. R. Khatian No. 446**, under R.S. Dag No. 277, corresponding to **L.R. Dag No. 373 (Three Seven Three)**, Class of land - **Bastu**, area of land **4 (four) katha 13 (thirteen) Chhatak** or **0.0794 (zero point zero seven nine four) Acre** be the same a little more or less with all easement right and benefits of passages and roads and passage.

The Property is butted and bounded as follows:-

ON THE NORTH : Municipal Drain then House of Alope Dutta.
 ON THE SOUTH : 16'-00" wide Nuripara Road.
 ON THE EAST : House of KajalHalder&DibyenduHalder.
 ON THE WEST : 20'-00" wide Haridradanga Main Road.

SCHEDULE "B": DESCRIPTION OF THE PREMISES HEREBY CONVEYED

OUT OF DEVELOPER'S ALLOCATION)

DESCRIPTION OF THE FLAT: ALL THAT one new **Residential** unit being a **Flat** no. , situated on the Floor, **tiles** finished floor, measuring about**sq. ft.** Covered Area corresponding to**sq. ft.** Super built-up Area, be a little more or less in the Multistoried building known as "**YAMUNA ENCLAVE**", constructed on the "**A**" Schedule above together with undivided proportionate share in the said land including proportionate share of Common Portions, areas and facilities attach thereto together with Common Expenses etc. The said Flat is shown by **RED** lines in the plan or map annexed herewith and the said plan or map shall be regarded as the part and parcel of this Deed.

THE FLAT IS BUTTED & BOUNDED BY :-

In the North :-

In the South :-

In the East :-

In the West :-

PAYMENT SCHEDULE

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IN WITNESSES WHEREOF the **LAND OWNERS, DEVELOPER** and the **INTENDING PURCHASERS** 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**

SIGNATURE OF THE DEVELOPER

1.

2.

SIGNATURE OF THE INTENDING PURCHASERS

SIGNED, SEALED AND DELIVERED

In Presence of witnesses:

1.

2.

DRAFTED BY ME

ADVOCATE

TYPED BY ME

TYPIST

SHIV SANKAR CONSTRUCTION
Nikhil Roy
PARTNER