

PIONEER CONSTRUCTION

B/45/H/9 CHETLA ROAD, CHETLA, KOLKATA,
WEST BENGAL, INDIA, PIN – 700027
Mobile: 9163252527,

ALLOTMENT/BOOKING LETTER

Dear Mr./ Mrs.

**Sub: Allotment of Flat No. _____ No. of Rooms _____ Sq. Ft. _____ in
Floor _____ in Pioneer Construction Project, 44 Chetla Road, Kolkata
700027**

We are pleased to inform you that Apartment No.....in Block_____of Pioneer
Construction Project, 44 Chetla Road, Kolkata 700027 has been allotted in your
name/s for sale consideration of Rs._____ (in Words)

(Rupees only). You are hereby requested to make the payments as per the following
within time, for continuation of the allotment of the apartment in your name/s.

The sale consideration price not includes the cost of car park area.

The detailed payment schedule for the above – mentioned apartment is as follows:

a) On signing the agreement	15%
b) On completion of foundation work	10%
c) On commencement of basement floor slab	10%
d) On commencement of Level One slab	10%
e) On commencement of Level Two slab	10%
f) On commencement of Level Three slab	10%
g) On commencement of Level Four slab	10%
h) On commencement of partition wall work	10%
i) On commencement of floor work	10%
j) At the time of handing over the possession	5%

Please Note: Maintenance Deposit, BESCOM/BWSSB, Stamp Duty, Registration
charges, Legal Charges and other statutory charges per annexure to the Sale Agreement
shall be payable on completion of the construction and registration of the Sale Deed,
whichever is earlier.

Kindly arrange to make payment as hereunder:

1. Rs.1, 00,000/- (Rupees One lakh) as advance towards 15% of the total
cost of apartment on the date of allotment.
2. Sale Agreement will be executed on receipt of the 15% of the sale price
(which shall not be later than 30 days from the date of allotment.)

Thanking you and assuring you of our best attention and services at all times

Yours faithfully,
For Pioneer Construction

TERMS AND CONDITIONS OF ALLOTMENT

1. The Payment of Rs. 1,00,000/- (Rupees One lakh) shall be made on the date of allotment.
2. 15% of the Sale price payable at the time of signing the agreement shall be inclusive of Booking amount of Rs.1, 00,000/- (Rupees One lakh), **(which shall not be later than 30 days from the date of allotment.)**
3. In addition to the cost of the flat, the purchasers shall be liable to pay Maintenance Deposit, BESCOM/BWSSB, Stamp Duty, Registration charges, Legal charges and other statutory levies as per annexure to the Sale Agreement.
4. The Purchasers shall also be liable to pay VAT, Service Tax and all other taxes as applicable.
5. The cost of the Flat is inclusive of one car park area, Pool and club house membership.
6. The final payment of 5% to be made at the time of possession shall be necessarily by way of Demand Draft/Banker's Cheque.
7. If the allotment is to be canceled at the request of the allotted, before signing the agreement, the same shall attract a penalty of 15% of the Booking amount.
8. Please make your Cheque payable to "Pioneer Construction".
9. We suggest that NRI purchasers should use their respective NRE accounts to make all transfers starting with the booking amount, the payment schedule and all other charges mentioned in this allotment letter.
10. Wiring instructions available upon request.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the _____ day of _____, Two Thousand _____ (20____),

BETWEEN

(1) **SMT. MAHUYA SAIN**, PAN ASBPS7050H, Aadhaar No. _____ Wife of Late Santanu Sain, (2) **MS. VIOLA SAIN**, PAN LLHPS6039J, Aadhaar No. _____ Daughter of Late Santanu Sain, both by faith Hindu, by occupation No. 1 Housewife and No. 2 student Citizen Indian, both residing at 35, Chetla Road, P.O. Alipore, Police station previously Alipore, now Chetla, Kolkata 700027, District South 24 Parganas, hereinafter jointly called and referred to as the "**OWNERS/FIRST PARTY**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successor-in-office, successors-in-interest legal representatives and assignees) of the **FIRST PART**; represented by their Constituted Attorney **SRI TARAK SINGHA ROY**, PAN AWUPS5128D, Aadhaar No. 97371754050 Son of Late Panchanan Singha Roy, by faith Hindu, by occupation Business, residing at B/45/H/2, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, District South 24 Parganas, both the owners/first party as being is being represented by their Attorney, Sri Tarak Singha Roy, vide registered Power of Attorney dated 12th June, 2019 and recorded in Book No. 1, Volume No. 16052019, pages 118151, Being No. 1603343 for the year 2019

AND

PIONEER CONSTRUCTION, PAN AWUPS5128D, a Proprietorship firm, having its office at B/45/H/2, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, District South 24 Parganas, represented by its Proprietor namely **SRI TARAK SINGHA ROY**, PAN AWUPS5128D, Aadhaar No. 97371854050 Son of Late Panchanan Singha Roy, by faith Hindu, by occupation Business, residing at B/45/H/2, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chela, Kolkata 700027, District South 24 Parganas, hereinafter called and referred to as the "**DEVELOPER/SECOND PARTY**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's executors, administrators, legal representatives, successor-in-office, successor-in-interest and assignees) of the **SECOND PART**;

AND

(1) _____, PAN _____, Aadhaar No. _____ Son/Daughter/Wife of _____, by faith _____, by occupation _____, (2) - _____, PAN _____, Aadhaar No. _____, Son/Daughter/Wife of _____, by faith _____, by occupation _____, both residing at _____

_, hereinafter jointly called and referred to as the “ **PURCHASERS** ” (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART** ;

WHEREAS THE PREMISES No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, District South 24 Parganas having land measuring more or less 5 Cottahs 13 Chittaks 43 Sq. ft. together with brick built structures with tin shed upon said dallahs along with bamboo frames standing thereon, was one of the joint properties owned by the then owners of Addy Estate Amongst the said Auddy family one Bijoy Addy, since deceased, filed a suit for partition and accounts against his other co-owners before the Learned 1st Court of Subordinate Judge at Alipore and the said suit was registered on 19th May, 1937 as Title Suit No. 55 of 1937, but in the year 1945 the said suit was transferred to the Learned 4th Court of the Subordinate Judge at Alipore for early disposal and was renumbered as Title suit No. 39 of 1945 and thereafter the said suit was again returned to its original jurisdiction i.e. to the Learned 1st Court of Subordinate Judge at Alipore and was retained to the original Title Suit No. 55 of 1937.

AND WHEREAS the premises _NO. 44, Chetla Road was subject matter of the said partition suit as it will appear from the Schedule of the plaint of that partition suit No. 35 of 1937 in the Learned 1st Court of Subordinate Judge at Alipore.

AND WHEREAS on 18th June, 1953 a Preliminary Decree was passed in the said Partition suit on the basis of compromise petition filed by the parties to the suit, which was a part of the said preliminary decree.

AND WHEREAS in clause 20 of the said compromise petition it was agreed between the parties of the said partition suit that the premises No. 44, chetla Road was one of the said properties on which structure was constructed by one Satish Chandra Addy predecessor-in-interest of the Vendors herein and in terms of the said Compromise preliminary Decree the Premises no. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, was allotted to the defendant no. 7 of the said suit namely Ramesh Chandra Addy, since deceased, the predecessor in interest of the owners/first party herein and who became the owner of the said premises no. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027.

AND WHEREAS said Ramesh Chandra Addy died intestate on 28.03.1977 leaving behind his wife namely Shanti Sudha Addy, since deceased and three married daughters namely Mamata Pal, since deceased, Smt. Nila Dey and Smt. Manju Guha, as his heirs and legal representatives and they inherited the said premises and became the joint owners and were in possession of the said premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, as owners thereof and lease out the said premises to one Ram Kumar Singh as lessee by a registered Deed of Lease dated 11.12.1987 for a period of twenty on years.

AND WHEREAS on expiry of the said period of lease of twenty years the lessee Ram Kumar Singh failed to vacate the said property to the lessors. The lessors i.e. the vendors herein filed a suit for eviction, being Title Suit No. 8 of 2009 before the Learned 1st Court of the Civil Judge (Senior Division) at Alipore and the said suit was decreed on 23.09.2011 and got possession of the said lease out property through court in Title Execution Case No. 2 of 2012.

AND WHEREAS the said Shanti Sudha Addy died intestate on 02.11.2002 leaving behind her three married daughters namely Mamata Pal, since deceased, Smt. Nila Dey and Smt. Manju Guha as her legal heirs and successors and they became the absolute owners of the said premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027.

AND WHEREAS said Mamata Pal died intestate on 15.03.2005, leaving behind his only son Sri Anshumali Paul as her heir and legal representative and he inherited the undivided 1/3rd share in the said premises as the husband of said Mamata Pal, Sukumar Pal died intestate on 28.03.1991.

AND WHEREAS thus said Smt. Monju Ghosh, Smt. Nila Dey and Sri Anshumali Paul became the joint owners of premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027 and each having undivided one-third share in the said premises and they mutated their names before the Kolkata Municipal Corporation as owners in the Assessment records under Assessee No. 11-082-040091-4 within the municipal limits of the Kolkata Municipal Corporation Ward No. 82 and were in possession of the said premises as full owners thereof.

AND WHEREAS while said Monju Ghosh, Smt. Nila Dey and Sri Anshumali Paul were in peaceful possession of the said landed property as absolute owner thereof, they jointly due to urgent need of money offered to sell the said land measuring about 5 Cottahs 13 Chittacks 43 Sq. ft. along with tin shed structure measuring about 500 Sq.ft. at Premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, within the municipal limits of the Kolkata Municipal Corporation Ward No. 82, Assessee No. 11-082-040091-4 on highest market price unto and in favour of Sri Santanu Sain (since deceased) on the basis of a Deed of Conveyance dated 29th March, 2018 which was duly executed and registered in the Office of District Sub Registrar at Alipore, South 24 Parganas and recorded in Book No. 1, Volume No. 1601-2018, pages from 41061 to 41091, being No. 160101126, for the year 2018 and delivered possession thereof.

AND WHEREAS after the aforesaid purchase Sri Santanu Sain (since deceased) mutated his name with the records of the Kolkata Municipal Corporation under Assessee No. 110820400914 and which in peaceful possession of the landed property along with 500 St.ft. tin shed structures standing thereon died intestate on 02.01.2019, leaving behind his wife namely Smt. Mahuya Sain and one daughter Miss Viola Sain, the vendors/owners herein as his legal heirs and successors and they became the owner of 'A' Schedule property hereunder writte.

AND WHEREAS the owners herein decided to develop the said property by raising construction of multi-storied building on the said property by demolishing the old existing structure standing thereon.

AND WHEREAS having no requisite fund, experience or workmanship the owners herein ultimately decided to place the responsibility for development of the said property to a competent person or persons having adequate experience, goodwill, workmanship and financial means to undertake the responsibility for construction of the proposed multistoried building over the said property till completion of the project.

AND WHEREAS after coming to know the intention of the owners herein, the developer/Second Party herein with an offer to develop the 'A' Schedule property hereunder written at its own cost and effort and in such a manner to serve the purpose in terms of their requirement, entered into a Registered Development Agreement dated 12th June, 2019 on certain terms and conditions written thereon. The said Development Agreement was registered in the office of A.D.S.R. at Alipore and recorded in Book No.I, Volume No. 1605-2019, pages 116155 to 116201, being No. 160503340 for the year 2019.

AND WHEREAS according to the basis on the said registered Development Agreement dated 12th June, 2019 the developer/Second Part herein has been constructing a G + IV storied building in accordance with the sanctioned building plan, sanctioned by the Kolkata Municipal Corporation authority, vide Building Permit No. 2019090047 dated 26th September, 2019, Borough No. IV on or over the said 'A' Schedule property and in discharge of its liabilities arising out of the registered Development Agreement, the owner herein shall get their allocation at the said new multistoried building and thereafter the rest portion of the constructed area shall be within the allocation of the Developer/Second Party herein and the Developer/Second Part shall transfer the flat in its allocation to third party to reimburse the construction cost of the said new multistoried building and in that case the owners herein shall join the said conveyance had or agreement for sale as a party.

AND WHEREAS at this stage the developer herein declared to sell one self-contained flat on the _____ floor of the building, being Flat No. _____, (_____) measuring about _____ square feet super built up area, be the same a little more or less, AND _____ car parking space on the ground floor, front portion of the building, measuring about _____ Square Feet area more or less together with the undivided proportionate share on the ground land, along with all other common areas and facilities available in the said building, lying and situated at Kolkata Municipal Corporation Premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, District : South 24 Parganas, more fully and particularly described in the Schedule 'B' hereunder written at and for a total consideration of Rs. _____/- (Rupees _____) only, being the highest market price of the locality, out of it's allocation i.e. the developer's allocation.

AND WHEREAS accordingly the aforesaid purchasers herein relying on the verbal assurance of the vendor after making searching and verification entered into this agreement for sale for the purpose of purchasing the aforesaid self-contained flat on the entire first floor of the building, being Flat No. _____, measuring about _____ Square Feet Super Built up area, be the same a little more or less, consisting of _____ bed rooms, (_____'X_____'), _____ study room (_____'X_____') _____ toilets (_____'X_____') & (_____'X_____') _____ kitchen (_____'X_____') _____ balconied (_____ & _____ side of the building) AND _____ car parking space on the ground floor, _____ portion of the building, measuring about _____ Square Feet area more or less together with the undivided proportionate share on the ground land, along with all other common areas and facilities available in the said building, lying and situated at Kolkata Municipal Corporation Premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, District : South 24 Parganas, more fully and particularly described in the Schedule 'B' hereunder written, at and for a total consideration of Rs. _____/- (Rupees _____) only.

AND WHEREAS accordingly the purchasers i.e. the party of the second part herein, have agreed to purchase and paid an amount of Rs. _____/- (Rupees _____) only as earnest money and/or advance money to the developer herein, out of total consideration fixed, amounting to Rs. _____/- (Rupees _____) only as per Memorandum of Advance hereunder written.

AND WHEREAS accordingly all the parties herein mutually agreed by and between themselves under the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. That it is recorded that prior to execution of this agreement, the purchasers have duly inspected all the title deeds and documents relating to the said property and on the representations made by the vendors more fully described in the Schedule 'A' hereunder written and have duly satisfied themselves with regard to the title of the landowners and the developer herein in respect of the said property before execution of this agreement the vendor has represented and assured to the purchaser that the said flat is free from all encumbrances, charges, liens, lispence, attachments and there is no existing agreement with any other person or persons company or companies in connection with the sale/transfer of their right, title, interest in respect of the said flat at the time of execution of this agreement. The purchasers have satisfied about the specifications elevations and lay out of the said building.
2. The purchasers hereby agreed to purchase and/or acquire self-contained flat on the entire first floor of the building, being Flat No. _____, measuring about _____ Square Feet Super Built up area, be the same a little more or less, consisting of _____ bed rooms, (_____'X_____'), _____ study room (_____'X_____') _____ toilets (_____'X_____') & (_____'X_____') _____ kitchen (_____'X_____') _____ balconies (_____ side of the building) AND _____ car parking space on the ground floor, _____ portion of the building, measuring about _____ Square Feet area more or less together with the undivided proportionate share on the ground land, along with all other common areas and facilities available in the said building, lying and situated at Kolkata Municipal Corporation Premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, District : South 24 Parganas, more full described in the Schedule 'B' hereunder written and herein after referred to as the "SAID FLAT" from the developer's allocation at or for the total price of Rs. _____/- (Rupees _____) only. The purchasers have agreed to pay additional amount to the Developer/Third Party for extra fittings and fixtures fitted at the said flat o the request of the purchaser if required.
3. The aforesaid construction shall however be made as per the specifications as mentioned in the Schedule 'C' hereunder written, as per sanctioned plan.
4. The purchasers shall pay the price and cost of the undivided proportionate share of land to the developer herein the manner as mentioned in the Schedule 'D' hereunder written.
5. It is agreed and made clear that the purchasers of the flats/space and/or the other spaces in the said building including the purchasers abovenamed shall have proportionate share in the common areas, facilities and that each of the purchaser of the flat/space in the said building including the purchasers herein shall in like proportion be liable to bear and to pay the costs of maintenance of the said common areas and facilities.
6. It is made clear that the purchasers herein are liable to make payment of the said agreed consideration money in the manner as stated in the Schedule 'D' hereunder written and/or payment of other amounts payable by them as per provisions of this agreement.
7. If the purchasers will make default in making payment of any part of the said agreed consideration money in the manner as mentioned in the Schedule 'D' hereunder written in spite of demand and registered notice the purchaser will be liable to pay damages at the rate of _____% (_____percent) to be calculated from the date of amount payable upto the date of cancellation of this agreement only with the written consent of the developer and in

that event the developer will be entitled to terminate this agreement refunding the balance money to the purchasers after adjusting Rs. _____/- as damages etc.

8. The developer shall complete the construction of the said flat as per Schedule 'C' of these presents and shall handover possession of the same in a habitable condition with Completion Certificate to the purchasers herein within _____ (_____) months from the date of execution of this Agreement for Sale. The Deed of Conveyance shall be executed and registered in favour of the purchaser after payment of the full consideration within that period.
9. If a marketable title is not made out or the said property is found to be subject to any encumbrances attachment or changes or their claims or demands or affected by any notice of acquisition or requisition the purchasers shall be at liberty to terminate this agreement and the vendors shall in that event and on demand by the purchaser refund the said earnest money of Rs. _____/- (Rupees _____) only plus interest at the rate of _____% over and above the said amount of earnest money of Rs. _____/-.
10. If a marketable title is made out to the said property by the vendors and the same is found to be free from all encumbrances, attachments, charges and other claims attachments and not affected by any notice or scheme of any acquisition of the vendors fail to execute and register the Deed of Conveyance in that event the purchaser shall have liberty to sue the vendors for Specific Performance of Contract and or refund of earnest money with interest @ _____% p.a. and costs.
11. The costs of preparation of Deed of Conveyance and the cost of the stamp and registration thereof shall be borne and paid by the purchaser.
12. So long as the said flat shall not be separately assessed for Municipal Taxes, building taxes, urban land taxes and other taxes or which may hereafter be payable of the Municipal taxes both owner's and occupier's shares, building taxes, Urban Land Taxes, Water taxes, and other taxes levied in respect of the whole building such apportionment shall be made by the purchaser as well as the Developer and the same shall be conclusive final and binding.
13. The purchasers shall maintain his own costs with the said flat in good condition and state and order and shall abide by all bye-laws, rules and regulations of Government or any other authorities and local bodies including those of the Association and/or syndicate which may hereafter be formed by all the purchasers, owner and the said association/society will be liable for maintenance administration and legal matters, etc. of the said building and shall be responsible for violation any of the conditions of rules or bye-laws.
14. The purchasers may at their own costs supply for and obtain electric connection at the said flat. The owner and the Developer shall sign all necessary applications, papers and documents as may be from time to time be required by the purchasers signifying his consent and approval for obtaining the connection of electricity by the purchasers in respect of the said flat.
15. After disposed of all the flats, spaces and other spaces of the said proposed building, the landowners and the developer may with the consultation with all the purchasers take steps to form an association under the Society Registration Act. The object of such Association shall be taken over the measurement and the administration of the affairs of the said building and of the common areas and facilities hereunder written and also to receive and realise contributions from all the owners and/or occupiers of the flats, spaces and other spaces in

the building, payable by them respectively towards the maintenance rates and taxes and to punctually and regularly pay and disputes the same.

16. Each of the purchasers of the flat/flats/spaces and other spaces/flats in the said building including the purchasers herein shall in case of formation of an association be a member of the same and shall prepare the paper and documents and made all payments and do all acts and things, as may be necessary for the purpose and would be bound by the provisions of the Memorandum of Articles and bye-laws of such Association/Society.
17. The landowners as well as the Developer doth hereby declare that the said property is in no way charged, mortgaged, hypothecated or otherwise encumbered and free from all encumbrances and also not effected by any requisition or acquisition proceedings. The Developer herein further undertakes not to put the Schedule 'B' property charges, mortgages, hypothecated in any way encumber in any manner whatsoever.
18. That purchaser shall maintain and keep the said flat in good habitable and repaired condition and shall not do or cause to be done or suffered in or about the said building and/or the said flat of any other portion of the said building which may in any manner tantamount to gross nuisance or obscenity of illegality or sufferings.

The Developer shall have right to raise an extra floor over the ground plus four storied building and the purchasers shall have no right to raise any objection to that construction.

19. It is hereby agreed and admitted by the purchasers or their nominees herein that if the title of the property being found marketable, if the purchasers fail to observe and/or comply any of the agreement or to complete the sale transaction and to get the conveyance of the property registered within the foresaid stipulated period of 18 months from the date of execution of this agreement in that event this agreement shall stand cancelled ipso-facto and the money shall be refunded to the purchasers within 60 days from the date of such cancellation after deduction of 2% amount from the earnest money from the purchaser herein through notice given by the developer herein.
20. That as the flat in question will be purchased by the purchasers from the developer's allocation, this agreement for sale shall be made in duplicate and one copy of the same retains by the developer and the owners each in their respective capacity.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of a Bastu land measuring about 5 Cottahs 13 Cittaacks 43 Sq.ft., together with a G + IV storied building standing thereon, at Premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, within the municipal limits of the Kolkata Municipal Corporation Ward No. 82, Assessee No. 11-082-040091-4, which is butted and bounded as follows :-

ON THE NORTH : Partly 44 H, Chetla Road and Partly 45, Chetla Road

ON THE SOUTH : 43, Chetla Road,

ON THE EAST : 40 wide Chetla Road.

ON THE WEST : 45, Chetla Road.

THE SCHEDULE 'B' ABOVE REFERRED TO

Self contained flat on the entire first floor of the building, being Flat No. _____, measuring about _____ Square Feet Super Built up area, be the same a little more or less, consisting of

_____ bed rooms, (_____'X_____'), _____ study room (_____'X_____') _____ toilets (_____'X_____') & (_____'X_____') _____ kitchen (_____'X_____') _____ balconies (_____ side of the building) AND _____ car parking space on the ground floor, _____ portion of the building, measuring about _____ Square Feet area more or less together with the undivided proportionate share on the ground land, along with all other common areas and facilities available in the said building, lying and situated at Kolkata Municipal Corporation Premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, District : South 24 Parganas.

SCHEDULE 'C' ABOVE REFERRED TO

Super Structure	: Brick with R.C.C. Structure
Wall	: 200mm thick external walls, 125/75 mm thick internal Walls
Flooring	: Marble flooring in bed room living/dining, kitchen, toilet, Store room, balcony and skirting in 3" height.
Internal Door	: Flush doors with chitkani (Plish and laminated finish)
Main Door	: Flush Doors with lock.
Windows	: Aluminium windows with clear glass
Internal finish	: Plaster of Paris for inside walls and ceiling
Painting	: One coat wooden primer
External Painting	: All external walls will be painted.
Electrical	: Fully concealed wiring
Bed room	: Two light points, one fan point and one plug point.
Entrance gate of the flat	: One light point, one bell point
Kitchen	: Black stone kitchen top and 2 feet height glaze tiles above The kitchen top, one light point, one exhaust fan point And one 15 Amp. Plug point
Water	: From K.M.C. Water supply with U.G. Tank and Over Head Reservoir (24 Hours supply provision)
Drawing cum dining	: Three light points, one fan points, two 5 Amp plug point, One 15 Amp plug point.
Toilet	: One light point, one exhaust fan point, one 15 Amp plug Point in one toilet.
Balcony	: One light point
Toilet	: Glaze tiles upto six feet height fix European style sanitary Ware, wash basin, concealed water line with bib cock of Hindware/Parryware make

SCHEDULE 'D' ABOVE REFERRED TO
(Common areas and portions)

1. Entrance and exits to the said premises and the proposed building.
2. Boundary walls and main gate of the said premises and proposed building.
3. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any flat and/or exclusive for its use)

4. Space underneath the stairs of the ground floor where meter, pumps and motors will be installed and electrical wiring and other fittings (excluding only those as are to be installed) within the exclusive area of any flat and/or exclusively for its use)
5. Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room and entire roof of the building.
6. Water supply system pump and motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said building.
7. Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the said premises and the said building as are necessary for passage and user of the flats/units in common by the co-owners.
8. Land underneath of the proposed building.
9. Common bath cum privy in the ground floor of the proposed building.

**SCHEDULE 'E' ABOVE REFERRED TO
(COMMON EXPENSES)**

On completion of the building, the owners, the developer and their nominees including the intending purchasers shall regularly and punctually pay proportionate share of the common expenses as fully described herein below :

1. All costs for maintain, operating, repairing, white washing, painting decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said building including the outer and external walls of the said building.
2. The salary of the persons employed for the common purposes including security personnel, sweepers etc.
3. All charges and deposits for supplies of common utilities to the co-owners in common.
4. Municipal taxes water tax and other levies in respect of the said premises and the proposed building save those separately assessed on the purchasers.
5. Costs of formation and operating the association.
6. Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any,
7. Electricity charges for the electricity energy consumed for the operation of common services. All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-owners in common.
8. Purchasers have every right to repair damaged/defective portions where/if necessary and that with the consent of the building committee/all other owners.

IN WITNESS WHEREOF the parties hereunto have set and subscribed their respective hands and seals on the day, month and year first above written.

WITNESSES: -

1.

**SIGNATURE OF DEVELOPER/
CONFIRMING PARTY**

2.

SIGNATURE OF THE PURCHASERS

**SIGNATURE OF LAND OWNER/CONFIRMING
PARTY**

Dated by me

Advocate

Alipore Judges' Court

Kolkata 700027

Computer typed by:-

Alipore Judges' Court,

Kolkata 70027

MEMO

RECEIVED by the within named DEVELOPER from the within named PURCHASERS the advance sum of Rs. _____/- (Rupees _____) only as earnest money and/or advance money out of the total consideration of Rs. _____/- (Rupees _____) only as per Memorandum hereunder written.

Sl No.	Cheque No.	Dated	Bank/Branch	Amount

(Rupees _____)only

WITNESSES:-

SIGNATURE OF THE DEVELOPER

DEED OF CONVEYANCE

THIS AGREEMENT FOR SALE is made on this the _____ day of _____, Two Thousand (20____),

BETWEEN

(2) **SMT. MAHUYA SAIN**, PAN ASBPS7050H, Aadhaar No. _____ Wife of Late Santanu Sain, (2) **MS. VIOLA SAIN**, PAN LLHPS6039J, Aadhaar No. _____ Daughter of Late Santanu Sain, both by faith Hindu, by occupation No. 1 Housewife and No. 2 student Citizen Indian, both residing at 35, Chetla Road, P.O. Alipore, Police station previously Alipore, now Chetla, Kolkata 700027, District South 24 Parganas, hereinafter jointly called and referred to as the "**OWNERS/FIRST PARTY**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successor-in-office, successors-in-interest legal representatives and assignees) of the **FIRST PART**; represented by their Constituted Attorney **SRI TARAK SINGHA ROY**, PAN AWUPS5128D, Aadhaar No. 97371754050 Son of Late Panchanan Singha Roy, by faith Hindu, by occupation Business, residing at B/45/H/2, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, District South 24 Parganas, both the owners/first party as being is being represented by their Attorney, Sri Tarak Singha Roy, vide registered Power of Attorney dated 12th June, 2019 and recorded in Book No. 1, Volume No. 16052019, pages 118151, Being No. 1603343 for the year 2019

AND

PIONEER CONSTRUCTION, PAN AWUPS5128D, a Proprietorship firm, having its office at B/45/H/2, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, District South 24 Parganas, represented by its Proprietor namely **SRI TARAK SINGHA ROY**, PAN AWUPS5128D, Aadhaar No. 97371854050 Son of Late Panchanan Singha Roy, by faith Hindu, by occupation Business, residing at B/45/H/2, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, District South 24 Parganas, hereinafter called and referred to as the "**DEVELOPER/SECOND PARTY**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's executors, administrators, legal representatives, successor-in-office, successor-in-interest and assignees) of the **SECOND PART**;

AND

[If the Buyer is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office

_____ at _____,

(PAN

_____), represented by its signatory, _____, authorized (Aadhar No. _____) duly authorized vide board resolution dated _

_____ hereinafter referred to as the “BUYER” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the **THIRD PART**::;

[OR]

[If the Buyer is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its Authorized partner, _____, (Aadhar No. _____) authorized vide _____ hereinafter referred to as the “BUYER” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the **THIRD PART**::;

[OR]

[If the Buyer is a LLP]

_____ (LLP), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration no. _____ and having its registered office at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____ hereinafter referred to as the “BUYER” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the **THIRD PART**::;

[OR]

[If the Buyer is an Individual]

Mr./Ms. _____, (Aadhar no _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “BUYER” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted A assigns) being party of the **THIRD PART**::;

[OR]

[If the Buyer is a HUF]

Mr. _____, (Aadhar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu

Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN

_____), hereinafter referred to as the “BUYER” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns). being party of the **THIRD PART:**

[Please insert details of other buyer(s), in case of more than one buyer]

All the parties to this Deed of Conveyance being DEVELOPER/ PROMOTER, OWNER/VENDOR and BUYER are hereinafter collectively referred to as the “Parties” and sometimes individually referred to as “Party”. The terms DEVELOPER/PROMOTER and OWNER/VENDOR shall mean the Transferor and the term BUYER shall mean the Transferee.

WHEREAS THE PREMISES No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, District South 24 Parganas having land measuring more or less 5 Cottahs 13 Chittaks 43 Sq. ft. together with brick built structures with tin shed upon said dallahs along with bamboo frames standing thereon, was one of the joint properties owned by the then owners of Addy Estate Amongst the said Addy family one Bijoy Addy, since deceased, filed a suit for partition and accounts against his other co-owners before the Learned 1st Court of Subordinate Judge at Alipore and the said suit was registered on 19th May, 1937 as Title Suit No. 55 of 1937, but in the year 1945 the said suit was transferred to the Learned 4th Court of the Subordinate Judge at Alipore for early disposal and was renumbered as Title suit No. 39 of 1945 and thereafter the said suit was again returned to its original jurisdiction i.e. to the Learned 1st Court of Subordinate Judge at Alipore and was retained to the original Title Suit No. 55 of 1937.

AND WHEREAS the premises NO. 44, Chetla Road was subject matter of the said partition suit as it will appear from the Schedule of the plaint of that partition suit No. 35 of 1937 in the Learned 1st Court of Subordinate Judge at Alipore.

AND WHEREAS on 18th June, 1953 a Preliminary Decree was passed in the said Partition suit on the basis of compromise petition filed by the parties to the suit, which was a part of the said preliminary decree.

AND WHEREAS in clause 20 of the said compromise petition it was agreed between the parties of the said partition suit that the premises No. 44, chetla Road was one of the said properties on which structure was constructed by one Satish Chandra Addy predecessor-in-interest of the Vendors herein and in terms of the said Compromise preliminary Decree the Premises no. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, was allotted to the defendant no. 7 of the said suit namely Ramesh Chandra Addy, since deceased, the predecessor in interest of the owners/first party herein and who became the owner of the said premises no. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027.

AND WHEREAS said Ramesh Chandra Addy died intestate on 28.03.1977 leaving behind his wife namely Shanti Sudha Addy, since deceased and three married daughters namely Mamata Pal, since deceased, Smt. Nila Dey and Smt. Manju Guha, as his heirs and legal representatives and they inherited the said premises and became the joint owners and were in possession of the said premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, as owners thereof and lease out the said premises to one Ram Kumar Singh as lessee by a registered Deed of Lease dated 11.12.1987 for a period of twenty on years.

AND WHEREAS on expiry of the said period of lease of twenty years the lessee Ram Kumar Singh failed to vacate the said property to the lessors. The lessors i.e. the vendors herein filed a suit for eviction, being Title Suit No. 8 of 2009 before the Learned 1st Court of the Civil Judge (Senior Division) at Alipore and the said suit was decreed on 23.09.2011 and got possession of the said lease out property through court in Title Execution Case No. 2 of 2012.

AND WHEREAS the said Shanti Sudha Addy died intestate on 02.11.2002 leaving behind her three married daughters namely Mamata Pal, since deceased, Smt. Nila Dey and Smt. Manju Guha as her legal heirs and successors and they became the absolute owners of the said premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027.

AND WHEREAS said Mamata Pal died intestate on 15.03.2005, leaving behind his only son Sri Anshumali Paul as her heir and legal representative and he inherited the undivided 1/3rd share in the said premises as the husband of said Mamata Pal, Sukumar Pal died intestate on 28.03.1991.

AND WHEREAS thus said Smt. Monju Ghosh, Smt. Nila Dey and Sri Anshumali Paul became the joint owners of premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027 and each having undivided one-third share in the said premises and they mutated their names before the Kolkata Municipal Corporation as owners in the Assessment records under Assessee No. 11-082-040091-4 within the municipal limits of the Kolkata Municipal Corporation Ward No. 82 and were in possession of the said premises as full owners thereof.

AND WHEREAS while said Monju Ghosh, Smt. Nila Dey and Sri Anshumali Paul were in peaceful possession of the said landed property as absolute owner thereof, they jointly due to urgent need of money offered to sell the said land measuring about 5 Cottahs 13 Chittacks 43 Sq. ft. along with tin shed structure measuring about 500 Sq.ft. at Premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, within the municipal limits of the Kolkata Municipal Corporation Ward No. 82, Assessee No. 11-082-040091-4 on highest market price unto and in favour of Sri Santanu Sain (since deceased) on the basis of a Deed of Conveyance dated 29th March, 2018 which was duly executed and registered in the Office of District Sub Registrar at Alipore, South 24 Parganas and recorded in Book No. 1, Volume No. 1601-2018, pages from 41061 to 41091, being No. 160101126, for the year 2018 and delivered possession thereof.

AND WHEREAS after the aforesaid purchase Sri Santanu Sain (since deceased) mutated his name with the records of the Kolkata Municipal Corporation under Assessee No. 110820400914 and which in peaceful possession of the landed property along with 500 St.ft. tin shed structures standing thereon died intestate on 02.01.2019, leaving behind his wife namely Smt. Mahuya Sain and one daughter Miss Viola Sain, the vendors/owners herein as his legal heirs and successors and they became the owner of 'A' Schedule property hereunder writte.

AND WHEREAS the owners herein decided to develop the said property by raising construction of multi-storied building on the said property by demolishing the old existing structure standing thereon.

AND WHEREAS having no requisite fund, experience or workmanship the owners herein ultimately decided to place the responsibility for development of the said property to a competent person or persons having adequate experience, goodwill, workmanship and financial means to undertake the responsibility for construction of the proposed multistoried building over the said property till completion of the project.

AND WHEREAS after coming to know the intention of the owners herein, the developer/Second Party herein with an offer to develop the 'A' Schedule property hereunder written at its own cost and effort and in such a manner to serve the purpose in terms of their requirement, entered into a Registered Development Agreement dated 12th June, 2019 on certain terms and conditions written thereon. The said Development Agreement was registered in the office of A.D.S.R. at Alipore and recorded in Book No.I, Volume No. 1605-2019, pages 116155 to 116201, being No. 160503340 for the year 2019.

AND WHEREAS according to the basis on the said registered Development Agreement dated 12th June, 2019 the developer/Second Part herein has been constructing a G + IV storied building in accordance with the sanctioned building plan, sanctioned by the Kolkata Municipal Corporation authority, vide Building Permit No. 2019090047 dated 26th September, 2019, Borough No. IV on or over the said 'A' Schedule property and in discharge of its liabilities arising out of the registered Development Agreement, the owner herein shall get their allocation at the said new multistoried building and thereafter the rest portion of the constructed area shall be within the allocation of the Developer/Second Party herein and the Developer/Second Part shall transfer the flat in its allocation to third party to reimburse the construction cost of the said new multistoried building and in that case the owners herein shall join the said conveyance had or agreement for sale as a party.

AND WHEREAS at this stage the developer herein declared to sell one self-contained flat on the _____ floor of the building, being Flat No. _____, (_____) measuring about _____ square feet super built up area, be the same a little more or less, AND _____ car parking space on the ground floor, front portion of the building, measuring about _____ Square Feet area more or less together with the undivided proportionate share on the ground land, along with all other common areas and facilities available in the said building, lying and situated at Kolkata Municipal Corporation Premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, District : South 24 Parganas, more fully and particularly described in the Schedule 'B' hereunder written at and for a total

consideration of Rs. _____/- (Rupees _____) only, being the highest market price of the locality, out of it's allocation i.e. the developer's allocation.

AND WHEREAS accordingly the aforesaid purchasers herein relying on the verbal assurance of the vendor after making searching and verification entered into this agreement for sale for the purpose of purchasing the aforesaid self-contained flat on the entire first floor of the building, being Flat No. _____, measuring about _____ Square Feet Super Built up area, be the same a little more or less, consisting of _____ bed rooms, (____'X____'), _____ study room (____'X____') _____ toilets (____'X____') & (____'X____') _____ kitchen (____'X____') _____ balconied (_____ & _____ side of the building) AND _____ car parking space on the ground floor, _____ portion of the building, measuring about _____ Square Feet area more or less together with the undivided proportionate share on the ground land, along with all other common areas and facilities available in the said building, lying and situated at Kolkata Municipal Corporation Premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, District : South 24 Parganas, more fully and particularly described in the Schedule 'B' hereunder written, at and for a total consideration of Rs. _____/- (Rupees sixty four lac) only.

AND WHEREAS accordingly the purchasers i.e. the party of the second part herein, have agreed to purchase and paid an amount of Rs. _____/- (Rupees _____) only as earnest money and/or advance money to the developer herein, out of total consideration fixed, amounting to Rs. _____/- (Rupees _____) only as per Memorandum of Advance hereunder written.

AND WHEREAS accordingly all the parties herein mutually agreed by and between themselves under the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH as follows:-

21. That it is recorded that prior to execution of this agreement, the purchasers have duly inspected all the title deeds and documents relating to the said property and on the representations made by the vendors more fully described in the Schedule 'A' hereunder written and have duly satisfied themselves with regard to the title of the landowners and the developer herein in respect of the said property before execution of this agreement the vendor has represented and assured to the purchaser that the said flat is free from all encumbrances, charges, liens, lispence, attachments and there is no existing agreement with any other person or persons company or companies in connection with the sale/transfer of their right, title, interest in respect of the said flat at the time of execution of this agreement. The purchasers have satisfied about the specifications elevations and lay out of the said building.
22. The purchasers hereby agreed to purchase and/or acquire self-contained flat on the entire first floor of the building, being Flat No. _____, measuring about _____ Square Feet Super Built up area, be the same a little more or less, consisting of _____ bed rooms, (____'X____'), _____ study room (____'X____') _____ toilets (____'X____') & (____'X____') _____ kitchen (____'X____') _____ balconies (_____ side of the building) AND _____ car parking space on the ground floor, _____ portion of the building, measuring about _____ Square Feet area more or less together with the undivided proportionate share on the ground land, along with all other common areas and facilities available in the said building, lying and situated at Kolkata Municipal Corporation Premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, District : South 24 Parganas, more full described in the Schedule 'B' hereunder written and herein after referred to as the "SAID FLAT" from the developer's allocation at or for the total price of Rs. _____/- (Rupees _____) only. The purchasers have agreed to pay additional amount to the Developer/Third Party for extra fittings and fixtures fitted at the said flat o the request of the purchaser if required.

23. The aforesaid construction shall however be made as per the specifications as mentioned in the Schedule 'C' hereunder written, as per sanctioned plan.
24. The purchasers shall pay the price and cost of the undivided proportionate share of land to the developer herein the manner as mentioned in the Schedule 'D' hereunder written.
25. It is agreed and made clear that the purchasers of the flats/space and/or the other spaces in the said building including the purchasers abovenamed shall have proportionate share in the common areas, facilities and that each of the purchaser of the flat/space in the said building including the purchasers herein shall in like proportion be liable to bear and to pay the costs of maintenance of the said common areas and facilities.
26. It is made clear that the purchasers herein are liable to make payment of the said agreed consideration money in the manner as stated in the Schedule 'D' hereunder written and/or payment of other amounts payable by them as per provisions of this agreement.
27. If the purchasers will make default in making payment of any part of the said agreed consideration money in the manner as mentioned in the Schedule 'D' hereunder written in spite of demand and registered notice the purchaser will be liable to pay damages at the rate of ____% (_____percent) to be calculated from the date of amount payable upto the date of cancellation of this agreement only with the written consent of the developer and in that event the developer will be entitled to terminate this agreement refunding the balance money to the purchasers after adjusting Rs. _____/- as damages etc.
28. The developer shall complete the construction of the said flat as per Schedule 'C' of these presents and shall handover possession of the same in a habitable condition with Completion Certificate to the purchasers herein within _____ (_____) months from the date of execution of this Agreement for Sale. The Deed of Conveyance shall be executed and registered in favour of the purchaser after payment of the full consideration within that period.
29. If a marketable title is not made out or the said property is found to be subject to any encumbrances attachment or changes or their claims or demands or affected by any notice of acquisition or requisition the purchasers shall be at liberty to terminate this agreement and the vendors shall in that event and on demand by the purchaser refund the said earnest money of Rs. _____/- (Rupees _____) only plus interest at the rate of _____% over and above the said amount of earnest money of Rs. _____/-.
30. If a marketable title is made out to the said property by the vendors and the same is found to be free from all encumbrances, attachments, charges and other claims attachments and not affected by any notice or scheme of any acquisition of the vendors fail to execute and register the Deed of Conveyance in that event the purchaser shall have liberty to sue the vendors for Specific Performance of Contract and or refund of earnest money with interest @ _____% p.a. and costs.
31. The costs of preparation of Deed of Conveyance and the cost of the stamp and registration thereof shall be borne and paid by the purchaser.
32. So long as the said flat shall not be separately assessed for Municipal Taxes, building taxes, urban land taxes and other taxes or which may hereafter be payable of the Municipal taxes both owner's and occupier's shares, building taxes, Urban Land Taxes, Water taxes, and other taxes levied in respect of the whole building such apportionment shall be made by the purchaser as well as the Developer and the same shall be conclusive final and binding.

33. The purchasers shall maintain his own costs with the said flat in good condition and state and order and shall abide by all bye-laws, rules and regulations of Government or any other authorities and local bodies including those of the Association and/or syndicate which may hereafter be formed by all the purchasers, owner and the said association/society will be liable for maintenance administration and legal matters, etc. of the said building and shall be responsible for violation any of the conditions of rules or bye-laws.
34. The purchasers may at their own costs supply for and obtain electric connection at the said flat. The owner and the Developer shall sign all necessary applications, papers and documents as may be from time to time be required by the purchasers signifying his consent and approval for obtaining the connection of electricity by the purchasers in respect of the said flat.
35. After disposed of all the flats, spaces and other spaces of the said proposed building, the landowners and the developer may with the consultation with all the purchasers take steps to form an association under the Society Registration Act. The object of such Association shall be taken over the measurement and the administration of the affairs of the said building and of the common areas and facilities hereunder written and also to receive and realise contributions from all the owners and/or occupiers of the flats, spaces and other spaces in the building, payable by them respectively towards the maintenance rates and taxes and to punctually and regularly pay and disputes the same.
36. Each of the purchasers of the flat/flats/spaces and other spaces/flats in the said building including the purchasers herein shall in case of formation of an association be a member of the same and shall prepare the paper and documents and made all payments and do all acts and things, as may be necessary for the purpose and would be bound by the provisions of the Memorandum of Articles and bye-laws of such Association/Society.
37. The landowners as well as the Developer doth hereby declare that the said property is in no way charged, mortgaged, hypothecated or otherwise encumbered and free from all encumbrances and also not effected by any requisition or acquisition proceedings. The Developer herein further undertakes not to put the Schedule 'B' property charges, mortgages, hypothecated in any way encumber in any manner whatsoever.
38. That purchaser shall maintain and keep the said flat in good habitable and repaired condition and shall not do or cause to be done or suffered in or about the said building and/or the said flat of any other portion of the said building which may in any manner tantamount to gross nuisance or obscenity of illegality or sufferings.

The Developer shall have right to raise an extra floor over the ground plus four storied building and the purchasers shall have no right to raise any objection to that construction.

39. It is hereby agreed and admitted by the purchasers or their nominees herein that if the title of the property being found marketable, if the purchasers fail to observe and/or comply any of the agreement or to complete the sale transaction and to get the conveyance of the property registered within the foresaid stipulated period of 18 months from the date of execution of this agreement in that event this agreement shall stand cancelled ipso-facto and the money shall be refunded to the purchasers within 60 days from the date of such cancellation after deduction of 2% amount from the earnest money from the purchaser herein through notice given by the developer herein.
40. That as the flat in question will be purchased by the purchasers from the developer's allocation, this agreement for sale shall be made in duplicate and one copy of the same retains by the developer and the owners each in their respective capacity.

DEFINITIONS AND INTERPRETATIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

- i. "ACT" means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
- ii. "AGREEMENT" shall mean this Agreement for Sale together with the schedules and annexures hereto and any other deed and/or document executed in pursuance hereof.
- iii. "APPROVALS" shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Project
- iv. "ADVOCATES" shall mean Mr. Champak Ghosh and Mrs. Mitusree Boral Ghosh, Solicitors & Advocates of Calcutta High Court, Kolkata 700 001 appointed by the Developer/Promoter and Owner/Vendor herein, inter alia, for preparation of this agreement and the sale deed for transfer of the said Apartment/Unit.
- v. "ARCHITECT" shall mean the Architect appointed or to be appointed from time to time by Developer/Promoter for the purpose of planning, designing and supervision of the construction of the Project.
- vi. "ALLOTMENT/BOOKING" shall mean the provisional Allotment/Booking letter issued by the parties of this Deed of Conveyance in respect of the said Apartment.
- vii. "APARTMENT" whether called dwelling unit, flat, office, chamber, showroom, shop, godown, Lands, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in the building or a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of used ancillary to the purpose specified;
- viii. "ALLOTTEE" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the Developer/Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;
- ix. "APPLICABLE LAWS" shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any governmental authority, tribunal, board, court, as updated or revised or amended from time to time, as applicable to the Apartment/Building/Project ;
- x. "APPLICABLE TAXES" shall mean all the taxes, cess, revenue, by whatever name called, payable by the Promoters;
- xi. "ASSOCIATION OF BUYERS" shall mean the condominium / association of the buyers / apartment owners in the Real Estate Project as the case may be, which shall be formed by the Promoters under the Applicable Laws;
- xii. "BUYER" in relation to this real estate project, means the person/persons who buy/purchase apartment/apartments or building or part of the building, as the case may be or to whom a apartment/apartments or building, as the case may be, has been sold (whether as freehold or leasehold) or otherwise transferred by the Owner/Vendor and/or Developer/Promoter, and includes the person who subsequently acquires the said apartment/apartments or building through sale, transfer or otherwise but does not include a person to whom such apartment or building, as the case may be, is given on rent;
- xiii. "BUILDING" shall mean the Building to be constructed by the Developer/Promoter at the said Land in accordance with the Plan being a multi storied multi facility residential building of G+ 11 floors containing self-contained single Apartment in each floors which includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for the purpose of any business, occupation, profession or trade, or for any other related purposes which comprises of 11 self-contained Apartments/Units and/or constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership/exclusive basis.
- xiv. "BUILT UP AREA" shall mean and include the aggregate of the Carpet Area, Balcony Area and the External Wall/Column Area.
- xv. "CARPET AREA" shall mean net usable floor area of the Apartment, excluding the area covered by external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by internal partition walls of the apartment.
- xvi. "COMMON MAINTENANCE EXPENSES" shall mean and include all expenses for the maintenance, management, upkeep and administration of the common areas/common parts and facilities and for rendition of services in common to the owners/occupiers of the units/apartments and all other expenses for the common purposes to be contributed borne paid and shared by the owners/occupiers relating to the Project including those mentioned in SCHEDULE F hereto.

xvii. "COMMON PURPOSES" shall include the purpose of upkeep, management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the Owner/Vendor, Developer/Promoter and/or Buyer and/or all owners/occupiers of the respective Apartments/Units and all other purposes or matters in which Association and Occupants have common interest relating to the building in the project.

xviii. "COMMON AREAS/Common Parts and Facilities" shall mean common areas of the Project including all the present and future phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker's room, toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, pump motors and its installations, generator and installations, drains, pipes, specifically for the purpose of common user of Co-owners/Co-lessees and/or Co-occupiers and the entire land in each phase if constructed in future more fully and particularly described in SCHEDULE E hereunder.

xix. "COMMON ROOF" shall mean a part or portion of the ultimate roof as may be determined by the Developer/Promoter which shall form part of the common parts and portions and shall remain available for common use and enjoyment of all owners and/or occupiers of the building situated at the said Land and shall also include demarcated portion of the roof of the podium as well.

xx. "COMPETENT AUTHORITY" means the local authority or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property;

xxi. "INTERNAL DEVELOPMENT WORKS" means roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, provision for community buildings and for treatment and disposal of sewage and sullage water, solid waste management and disposal, water conservation, energy management, fire protection and fire safety requirements, social infrastructure such as educational health and other public amenities or any other work in a project for its benefit, as per plans;

xxii. "LICENCES" shall mean and include all licenses consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project;

xxiii. "MAINTENANCE AGENCY" shall mean either the Promoters themselves or the Association of Buyers or any third party employed/ hired by the Promoters / Association of Buyers carrying out the maintenance services in the Real Estate Project;

xxiv. "OCCUPANCY CERTIFICATE" shall mean the Occupation certificate to be granted by Kolkata Municipal Corporation to be granted by Kolkata Municipal Corporation certifying completion of the new building and permitting the Apartment Owner to take possession of the Apartment intended to be acquired by the Purchaser/Allottee;

xxv. "PARKING SPACE" shall mean right to use space for parking of car, two wheeler or cycles in the portions of the basement (if any), ground floor level or at other levels / MLCP, whether open or covered or multi-level/mechanical, of the Project and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc to be allowed by the Developer/Promoter for exclusive use of the Buyer who opts to take it from the Developer/ Promoter. The specifically allotted Parking Space (Dependent/ Independent) to a particular Buyer shall be regarded as Reserved Area to be allotted for the exclusive use by the said individual Buyer as decided by the Developer/Promoter.

xxvi. "PROPORTIONATE SHARE" will be fixed on the basis of the Carpet area of the Apartment/Unit purchased in proportion to the Carpet area of all the Apartment/Unit in the building or the Project as the case may be PROVIDED THAT where it refers to the share of the Buyer in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.

xxvii. "PROJECT" shall mean the Building to be constructed at the said Land under the name and style "ANKUR DIVA" or such other name as the Developer/Promoter and/or the Owner/Vendor in their absolute discretion may deem fit and proper which includes a multi storied multi facility residential building of G + 11 floors tower containing self contained single Apartment in each floors comprises with 11 multi storied apartments along with a Gymnasium, Moon Garden on the terrace, Landscaped terrace with sitting area with Barbeque counter, Yoga and Meditation Place, Two automatic lifts, CCTV, Car Parking, Fire Fighting System, Entrance Lobby with smart Decor, Power back up, Fully AC with VRV System, Video door phone with Intercom Facility, Wi-Fi Access and Community Hall on the 1st floor under the said Building constructed on the said Land more fully and particularly mentioned in the SCHEDULE A hereunder written. These facilities/facilities may be changed and/or varied as per the decision of Developer/Promoter in the manner prescribed in the Act.

xxviii. "RESERVED AREAS AND FACILITIES" shall mean such areas and/or facilities which may be reserved for use of certain Apartment or Apartments to the exclusion of the other Apartments more fully described in the SCHEDULE E. The Open/Covered/Multi-level car parking areas (Dependent / Independent) shall be part of Reserved Areas as well as the grant of exclusive right of use of demarcated space (if any) in any floor or a terrace appurtenant to any particular Flat of the Building to any Buyer of the said Apartment plus any other Reserved Areas/Rights as defined herein.

xxix. "RULES" means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.

xxx. "REGULATION" means the Regulations made under The West Bengal Housing Industry Regulation Act 2017.

xxxi. "SECTION" means a section of the Act.

xxxii. "STRUCTURAL ENGINEER" shall mean the Engineer appointed or to be appointed from time to time by Developer/ Promoter for the preparation of the structural design and drawings of the buildings.

xxxiii. "TERRACE" shall mean an open terrace attached to a particular floor of the Building and not attached to a particular Apartment and form an integral part of such Building/Project is meant for common use and common to all Apartment owners on the contrary an open terrace attached to a particular Apartment and to form an integral part of such Apartment is exclusively meant for use of the said Apartment owner without any right of any other Apartment owners.

ESSENTIAL EXPLANATIONS :

In this Agreement (save to the extent that the context otherwise so requires):

i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it.

ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or notated.

iii) An obligation of the Buyer in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.

iv) Words denoting Masculine gender shall include feminine and neutral genders as well.

v) Words denoting singular number shall include the plural and vice versa.

vi) 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.

vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force and all statutory instruments or orders made pursuant thereto.

viii) Any reference to this agreement or any provisions thereof includes all amendments and modification made in this Agreement from time to time in force and supplemental agreements or any other documents and/or agreements.

ix) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.

x) The Schedules shall have effect and be construed as an integral part of this agreement.

CONVEYANCE:

A. In consideration of the payment of the sale consideration of Rs. _____
_____/ (Rupees _____ only) ("**Sale Consideration**") and the other
amounts by the Buyer in terms of the Agreement For Sale dated _____

and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Buyer stated in this Deed of Conveyance, the Apartment is hereby sold, conveyed and transferred in favour of the Buyer absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space more fully and particularly mentioned and described in the SCHEDULE B herein under together with undivided proportionate impartible share or interest in the said entire land underneath along with the said building more fully and particularly mentioned in the SCHEDULE A hereunder written with all easement rights over all common portions in the said Building and Land.

B. The Total Price for the Apartment along with Parking space (if applicable) based on the carpet area is Rs. _____/- (Rupees _____ only) and the break-up and description of the same provides herein below:-

Apartment Details	Total Carpet Area of the Apartment (Square Feet)	Rate of Apartment per Square Feet	GST as per prevailing rate	Amount (Rupees)
Block/Building/Tower No. Apartment No. Type..... Floor.....				
Maintenance Charges				
Other Charges				
Total Price in Rupees				

AND [If/as Applicable]

Garage/Car Parking Details	Total Carpet Area of the Car Parking (Square Feet)	Rate of Car Parking	GST as per prevailing rate	Amount (Rupees)
Open/Covered/Mechanical Car Parking Space/s				
Total Price in Rupees				

C. It is agreed that the Developer/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications & amenities which are part of the Apartment

as mentioned in SCHEDULE D and SCHEDULE E hereto, and which are in conformity with the advertisement, prospectus etc. on the basis of which sale is effected in respect of the Apartment without the previous written consent of the Buyer as per the provisions of the Act. Provided that the Promoters may make such minor additions or alterations as may be required by the Buyer, or such minor changes or alterations as per the provisions of the Act.

- D. The Buyer shall have the right to the Apartment as mentioned below:
- i) The Buyer shall have exclusive ownership of the Apartment.
 - ii) The Buyer shall have undivided proportionate share in the Common Areas. Since the share/interest of the Buyer in the Common Areas is undivided and cannot be divided or separated, the Buyer shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.
 - iii) That the computation of the Sale Consideration of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas and amenities, preferential location charges, charges for exclusive use of balcony(ies)/open terrace(s)/garden(s), locational development charges, GST paid/payable by Developer/Promoter in connection with the development/ construction of the said Building/Project, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas along with all expenses/charges of all amenities including all charges provided herein under SCHEDULE - D, SCHEDULE - E and SCHEDULE - F.
- D. The Buyer has understood and acknowledged that as per the Applicable Laws some services and facilities may have to be made available at a single point for utilization from thereon for both Project's Lands and Other Lands (or on the lands resulting from the exchange/merger with the Other Lands), which would be on sharing basis and meant to be used jointly by Buyers/Owners of apartments on both Project's Lands and Other Lands (or on the lands resulting from the exchange/merger with the Other Lands), e.g. electricity connection, water and sewerage connection, etc. ("Shared Services and Facilities"). The Shared Services and Facilities may be provided/developed on Project Lands or the Other Lands (or on the lands resulting from the exchange/merger with the Other Lands), and notwithstanding their location, all such Shared Services and Facilities would be available for use of Buyers/Owners of apartments on Project's Lands and the Other Lands (or on the lands resulting from the exchange/merger with the Other Lands). The Buyer shall use such Shared Services and Facilities strictly in accordance with the terms and conditions of the Deed of Conveyance, declaration to be filed under the Apartment Ownership Act, bye laws of the Association of Buyers and the Applicable Laws.
- E. The Buyer shall be entitled TO HAVE AND TO HOLD the said Apartment hereby granted, sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Buyer absolutely and forever in the manner not inconsistent with his rights hereunder subject to the Buyer not committing any breach, default or violation and subject to the Buyer not creating any hindrance relating to any of the rights and/or entitlements of any other Apartment Buyer/Owners and/or the Developer/Promoter .
- F. It is clearly understood by the Buyer that the Buyer shall at no time have the ownership or title over the Car Park Space, save and except for the exclusive right to use and occupy the

same, which allotted for himself or for his visitors. It is made clear by the Developer/Promoter and the Buyer agrees that the Apartment along with covered parking shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained project covering the Project Lands 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 Buyer. It is clarified that common areas/services/facilities of the Project shall be available for use and enjoyment of all buyers of the Project.

- G. The Developer/Promoter has paid all the outstanding payments before transferring the physical possession of the apartments to the Buyer, which it has collected from all buyers, for the payment of the outstanding payments (including land cost, ground rent, municipal or other local taxes, charges, levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoters fail to pay all or any of the outstanding payments collected by it from the buyers or any liability, mortgage loan and interest thereon before transferring the apartments to the Buyer, the Promoters agree to be liable, even after the transfer of the property, to pay such outstanding payments and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority or person.

CONSTRUCTION OF THE PROJECT AND HANDOVER OF APARTMENT:

- a. The Building in which the Apartment is located have been completed and the necessary occupation/part occupation certificate in respect of the said Building has been obtained from the Competent Authority.

However, in case of further added buildings/towers in the Project and/or any extension of the project, if added later on and if applicable, at all, the Developer/Promoter have has made it clear to the Buyer that as far as the other added buildings/towers in the Project and/or any extension of the project is concern, the Developer/Promoter is concerned the same is being completed in parts/phases and the Developer/Promoter shall obtain the part occupation certificates for the same in future after completion of the same. The Developer/Promoter and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the Project including the areas adjoining/near the Building in which the Apartment is located.

- b. The Buyer has seen and accepted the proposed layout plan/ demarcation-cum-zoning/site plan/building plan, floor plan and common areas/services / facilities and which has been approved by the Competent Authority, as represented by the Developer/ Promoter. The Developer/Promoter shall develop the Project in accordance with the said layout plans, demarcation-cum- zoning/site plan/building plan, floor plans and specifications, amenities and facilities. The Developer/Promoter undertake to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws as Applicable,

conditions of license/ allotment as well as registration under the Act and provisions prescribed by the State of West Bengal and shall not have an option to make any variation/ alteration/modification in such plans, other than in the manner provided under the Act and the Rules or as per approvals/instructions /guidelines of the Competent Authorities.

- c. The Buyer understands and agrees that the Developer/Promoter shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc., however, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the appropriate Authority and/or the local authorities and the Developer/Promoter are dependent on the appropriate Authority for providing such external linkage and the Developer/Promoter shall bear no responsibility for such unfinished work save and except towards payment of external development charges or similar charges to the extent set out herein.
- d. The Developer/Promoter have handed over the vacant, physical and peaceful khas possession of the said Apartment to the Buyer as per the specifications & amenities mentioned in SCHEDULE D and SCHEDULE E hereto. On and from the date of execution of this Deed of Conveyance, the Buyer shall be liable to bear and pay the proportionate charges of all outgoings/charges in respect of the said Apartment as may be levied by the Association of Buyers or Maintenance Agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority. Simultaneously upon execution of this Deed of Conveyance, the Developer/Promoter have handed over possession of the said Apartment along with the car parking space, if allotted as per the plan annexed hereto, to the Buyer, which the Buyer hereby admits and acknowledges, to have received and the Buyer/s is/are fully satisfied and has further declare and confirm that he/she/they have no claims whatsoever, including with regards to quality of construction, completion time or otherwise for the said Apartment against the Transferor.
- e. Upon handing over possession of the Apartment, the Buyer shall, after obtaining all permissions, approvals etc. as may be required and at his own costs and expenses, carry out the fit-outs/ interior works in the Apartment, as per its requirement and use. All such works in respect of fit-outs/ interior works in the Apartment will be done as permitted by the Developer/Promoter and/or Association of Buyers and/or Maintenance Agency, as the case may be, and upon payment of charges, if any, as may be levied by the Developer/Promoter and/or Association of Buyers and/or Maintenance Agency. The Buyer shall ensure and undertakes that all such fit-outs done internally within the Apartment shall not pose any nuisance to the other occupants/purchasers and also protect against fire, pollution or health hazards, noise, etc. in the Project.
- f. On and from the date of handover of the Apartment, the Buyer shall be liable to pay for all common expenses as per the bills issued by the Competent Authorities or the Maintenance Agency, from time to time.

- g. The Buyer hereby agrees and undertakes to be a member of the Association of Buyers to be formed under the Act/Apartment Ownership Act and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Association of Buyers. The Buyer shall observe and perform all the rules, regulations of the Association of Buyers that may be specified in detail under its bye-laws.
- h. The Buyer hereby agrees and undertakes to be a member of the Association of Buyers shall abide by all terms and conditions bye- laws of the Association of Buyers.
- i. On and from the date of possession, the Buyer is responsible for the internal security of the said Apartment and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The Developer/Promoter shall not have any responsibility or liability whatsoever in this regard.

TRANSFER:

- a. In consideration of payment for a total amount, more fully described in SCHEDULE C, and in the Memo of Consideration annexed hereto, paid by the Buyer to the Developer/Promoter herein and in further consideration of Buyer fulfilling all obligations under these presents, the Developer/Promoter and Owner/Vendor (Transferors) do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Buyer ALL THAT the said Apartment with facility of car park in the allotted car parking space(if applicable), more fully and particularly mentioned and described in the SCHEDULE B herein under together with undivided proportionate impartible share or interest in the said entire land underneath along with the said building more fully and particularly mentioned in the SCHEDULE A hereunder written with all easement rights over all common portions in the said Building and Land and the Transferors doth hereby release, relinquish and disclaim all their respective right, title and interest into or upon the said Apartment TO HAVE AND TO HOLD the said Apartment, unto the Buyer herein absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulation and provision in connection with the beneficial use and enjoyment of the said Apartment, belonging to and held by the Buyer for residential purpose only and upon/after execution of this Deed of Conveyance, subject however, to the rights reserved by the Transferors, the Buyer shall have every right to sell, gift, lease and transfer the same on the same terms and condition as stipulated under this Deed of Conveyance.
- b. Right to use the common area of the said Residential Project more fully described in SCHEDULE E (Share of Common area), are all comprised in and/or being part or portions of the said Residential Project, including the common facilities and amenities provided thereat.

- c. The aforesaid sale and transfer is and subject to the mutual easements and restrictions more fully described in SCHEDULE H and further subject to conditions more fully described in SCHEDULE F, which shall be covenants running with the said Apartment.
- d. The Buyer subject to compliance of all the terms and condition of this deed and further, observing and performing the covenants, more fully described in the Schedules below, appearing hereinafter, shall peacefully own, hold and enjoy the said Apartment. Upon execution of this Deed of Conveyance, the Buyer shall not raise any claim of whatsoever nature, against the Developer/Promoter and Owner/Vendor.

REPRESENTATIONS AND WARRANTIES OF THE OWNER/ VENDOR / PROMOTER

:

The Developer/Promoter hereby represents and warrant to the Buyer as follows:

- (i) The Developer/Promoter have absolute, clear and marketable title with respect to the Project's Lands;
- (ii) The Developer/Promoter have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project on the said Project;
- (iii) There are no litigations pending before any Court of law or authority with respect to the said Real Estate Project/ Building or the Apartment;
- (iv) That right, title and interest which the Developer/Promoter doth hereby profess to transfer, subsists and that the Developer/Promoter has good right, full power, absolute authority and indefeasible title to grant, transfer, convey, assign and assure the said Apartment unto the Buyer and hereby granted, conveyed, transferred, assigned and assured

the same unto the Buyer in the manner expressed herein or intended so to be.

- (v) All approvals, licenses, sanctions and permissions issued by the Competent Authorities with respect to the said Project and the said Apartment are valid and subsisting and have been duly obtained by following due process of law. Further, the Developer/Promoter have been and shall, at all times, remain to be in compliance with all the Applicable Laws in relation to the Project being the Real Estate Project, the Building, the Apartment and the Common Areas;
- (v) The Developer/Promoter the right to enter into this Deed of Conveyance and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Buyer created herein, may be prejudicially affected;
- (vi) The Developer/Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any other person or party with respect to the Project Land, including the Real Estate Project and the

Building/Apartment which will, in any manner, affect the rights of Buyer under this Conveyance Deed;

- (vii) The Developer/Promoter confirm that they are not restricted in any manner whatsoever from selling the Apartment to the Buyer in the manner contemplated in this Deed of Conveyance;
- (viii) The Project Lands are 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 same;
- (ix) The Developer/Promoter 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; which it has collected from the buyers, payable with respect to the said Real Estate Project to the Competent Authorities till the offer of possession of the apartments along with Common Areas (equipped with all the specifications, amenities and facilities) to the Buyer and the Association of Buyers or the Competent Authority, as the case may be;
- (x) 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) has been received by or served upon the Developer/Promoter in respect of the Project Lands and/or the Real Estate Project.
- (xi) Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong exclusively belongs to the Developer/Promoter and the Developer/Promoter shall be entitled to deal with and dispose of the same in any manner it deems fit and appropriate the consideration for the same.
- (xii) Non-enforcement of any right by the Developer/Promoter or any indulgence granted by the Developer/Promoter to the Buyer or any other Apartment Buyer/Owner shall not amount to any waiver of any of the rights of the Developer/Promoter .

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of a Bastu land measuring about 5 Cottahs 13 Cittaacks 43 Sq.ft., together with a G + IV storied building standing thereon, at Premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, within the municipal limits of the Kolkata Municipal Corporation Ward No. 82, Assessee No. 11-082-040091-4, which is butted and bounded as follows :-

ON THE NORTH : Partly 44 H, Chetla Road and Partly 45, Chetla Road

ON THE SOUTH : 43, Chetla Road,

ON THE EAST : 40 wide Chetla Road.

ON THE WEST : 45, Chetla Road.

THE SCHEDULE 'B' ABOVE REFERRED TO

Self contained flat on the entire first floor of the building, being Flat No. _____, measuring about _____ Square Feet Super Built up area, be the same a little more or less, consisting of _____ bed rooms, (_____'X____'), _____ study room (_____'X____') _____ toilets (_____'X____') & (_____'X____') _____ kitchen (_____'X____') _____ balconies (_____ side of the building) AND _____ car parking space on the ground floor, _____ portion of the building, measuring

about _____ Square Feet area more or less together with the undivided proportionate share on the ground land, along with all other common areas and facilities available in the said building, lying and situated at Kolkata Municipal Corporation Premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, District : South 24 Parganas.

SCHEDULE 'C' ABOVE REFERRED TO

Super Structure	:	Brick with R.C.C. Structure
Wall	:	200mm thick external walls, 125/75 mm thick internal Walls
Flooring	:	Marble flooring in bed room living/dining, kitchen, toilet, Store room, balcony and skirting in 3" height.
Internal Door	:	Flush doors with chitkani (Plish and laminated finish)
Main Door	:	Flush Doors with lock.
Windows	:	Aluminium windows with clear glass
Internal finish	:	Plaster of Paris for inside walls and ceiling
Painting	:	One coat wooden primer
External Painting	:	All external walls will be painted.
Electrical	:	Fully concealed wiring
Bed room	:	Two light points, one fan point and one plug point.
Entrance gate of the flat	:	One light point, one bell point
Kitchen	:	Black stone kitchen top and 2 feet height glaze tiles above The kitchen top, one light point, one exhaust fan point And one 15 Amp. Plug point
Water	:	From K.M.C. Water supply with U.G. Tank and Over Head Reservoir (24 Hours supply provision)
Drawing cum dining	:	Three light points, one fan points, two 5 Amp plug point, One 15 Amp plug point.
Toilet	:	One light point, one exhaust fan point, one 15 Amp plug Point in one toilet.
Balcony	:	One light point
Toilet	:	Glaze tiles upto six feet height fix European style sanitary Ware, wash basin, concealed water line with bib cock of Hindware/Parryware make

SCHEDULE 'D' ABOVE REFERRED TO
(Common areas and portions)

10. Entrance and exits to the said premises and the proposed building.
11. Boundary walls and main gage of the said premises and proposed building.
12. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any flat and/or exclusive for its use)
13. Space underneath the stairs of the ground floor where meter, pumps and motors will be installed and electrical wiring and other fittings (excluding only those as are to be installed) within the exclusive area of any flat and/or exclusively for its use)
14. Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room and entire roof of the building.
15. Water supply system pump and motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said building.

16. Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the said premises and the said building as are necessary for passage and user of the flats/units in common by the co-owners.
17. Land underneath of the proposed building.
18. Common bath cum privy in the ground floor of the proposed building.

**SCHEDULE 'E' ABOVE REFERRED TO
(COMMON EXPENSES)**

On completion of the building, the owners, the developer and their nominees including the intending purchasers shall regularly and punctually pay proportionate share of the common expenses as fully described herein below :

9. All costs for maintain, operating, repairing, white washing, painting decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said building including the outer and external walls of the said building.
10. The salary of the persons employed for the common purposes including security personnel, sweepers etc.
11. All charges and deposits for supplies of common utilities to the co-owners in common.
12. Municipal taxes water tax and other levies in respect of the said premises and the proposed building save those separately assessed on the purchasers.
13. Costs of formation and operating the association.
14. Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any,
15. Electricity charges for the electricity energy consumed for the operation of common services. All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-owners in common.
16. Purchasers have every right to repair damaged/defective portions where/if necessary and that with the consent of the building committee/all other owners.

IN WITNESS WHEREOF the parties hereunto have set and subscribed their respective hands and seals on the day, month and year first above written.

WITNESSES: -

1.

**SIGNATURE OF DEVELOPER/
CONFIRMING PARTY**

2.

SIGNATURE OF THE PURCHASERS

SIGNATURE OF LAND OWNER/CONFIRMING

PARTY

Dated by me
Advocate
Alipore Judges' Court
Kolkata 700027
Computer typed by:-

Alipore Judges' Court,
Kolkata 70027

MEMO

RECEIVED by the within named DEVELOPER from the within named PURCHASERS the advance sum of Rs. _____/- (Rupees _____) only as earnest money and/or advance money out of the total consideration of Rs. _____/- (Rupees _____) only as per Memorandum hereunder written.

Sl No.	Cheque No.	Dated	Bank/Branch	Amount

(Rupees _____)only

WITNESSES:-

SIGNATURE OF THE DEVELOPER

