

**AGREEMENT FOR SALE**

**THIS DEED OF AGREEMENT** is made this the ..... day of ..... Two Thousand and Twenty (2020) **BETWEEN M/S. BARUN NIRMAAN (PAN: AAMFB4927B)** a Partnership Firm, having its office at 385, Madurdaha, P.O. E.K.T.P., P.S. Tiljala now Anandapur, Kolkata – 700 107, represented by its **Partners** [1] **SRI ARIJIT BANERJEE (PAN: AGGPB3896D) (Aadhaar No.4792 6019 5147)** son of Late Shibananda Banerjee, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 385, Madurdah, P.O. E.K.T.P., P.S. Anandapur, Kolkata – 700 107, [2] **SRI UJJAL KUMAR DEY (PAN: AGIPD7588G) (Aadhaar No.9819 2790 9249)** son of Late Amal Kumar Dey, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 28/9, New Ballygunge Road, P.O. Tiljala, P.S. Kasba, Kolkata – 700 039, [3] **SRI BIPLAB KUMAR SAHA (PAN: ALGPS2594E) (Aadhaar No.2497 8952 6020)** son of Late Kishori Mohan Saha, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 635, Naskarhat, Tagore Park Main Road, P.O. Tiljala, P.S. Kasba, Kolkata – 700 039, [4] **SRI NILIMESH ROY (PAN: AELPR0801B) (Aadhaar No.9179 8277 6930)** son of Sri Nitya Ranjan Roy, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at C-40, Kalika Place, Naskarhat, P.O. Tiljala, P.S. Kasba, Kolkata – 700 039 and [5] **SRI RAAJ DAS (PAN: ADGPD5530K) (Aadhaar No.9484 7699 3618)** son of Sri Sudhir Kumar Das, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at A/37, Nandan Kanan, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700 075, hereinafter called and referred to as the **PROMOTER** (which such 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 / or assigns) of the **FIRST PART.**

**A N D**

..... (**PAN: .....**) (**Aadhaar No.....**) son / wife / daughter of ....., by faith – ....., by occupation - ....., by Nationality – Indian, residing at ....., P.O. ...., P.S. ...., Kolkata – 700 ....., hereinafter called and referred to as the **PURCHASERS / ALLOTTEE** (which such expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his / her / their heirs, executors, administrators, legal representatives and / or assigns) of the **SECOND PART.**

**A N D**

**SRI KRISHNA KUMAR GUPTA (PAN: ADDPG7227M) (Aadhaar No.8681 3544 2888)** son of Sri Jagannath Gupta, by faith - Hindu, by occupation – Business, by Nationality – Indian, residing at 502, M. G. Road, P.O. Budge Budge, P.S. Budge Budge, Kolkata – 700 137, hereinafter called and referred to as the **OWNER** (which such expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrator, legal representatives and / or assigns) of the **FIRST PART**, represented by his lawful constituted **ATTORNEY** [1] **SRI ARIJIT BANERJEE (PAN: AGGPB3896D) (Aadhaar No.4792 6019 5147)** son of Late Shibananda Banerjee, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 385, Madurdah, P.O. E.K.T.P., P.S. Anandapur, Kolkata – 700 107, [2] **SRI UJJAL KUMAR DEY (PAN: AGIPD7588G) (Aadhaar No.9819 2790 9249)** son of Late Amal Kumar Dey, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 28/9, New Ballygunge Road, P.O. Tiljala, P.S. Kasba, Kolkata – 700 039, [3] **SRI BIPLAB KUMAR SAHA (PAN: ALGPS2594E) (Aadhaar No.2497 8952 6020)** son of Late Kishori Mohan Saha, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 635, Naskarhat, Tagore Park Main Road, P.O. Tiljala, P.S. Kasba, Kolkata – 700 039, [4] **SRI NILIMESH ROY (PAN: AELPR0801B) (Aadhaar No.9179 8277 6930)** son of Sri Nitya Ranjan Roy, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at C-40, Kalika Place, Naskarhat, P.O. Tiljala, P.S. Kasba, Kolkata – 700 039 and [5] **SRI RAAJ DAS (PAN: ADGPD5530K) (Aadhaar No.9484 7699 3618)** son of Sri Sudhir Kumar Das, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at A/37, Nandan Kanan, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700 075, by virtue of a registered General Power of Attorney, which was executed on 26.09.2014, registered at the office of D.S.R. III, Alipore, South 24 Parganas and recorded its in Book No.I, CD Volume No.19, Pages from 1489 to 1505, Being No.07692 for the year 2014.

**DEFINITIONS:**

For the purpose of this Agreement for Sale, unless the context otherwise require,

- a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) **“Regulation”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) **“Section”** means a sermon of the Act;

**WHEREAS:**

A. One Bholanath Roy, since deceased was seized and possessed of a piece or parcel of 20 decimal of land, lying and situates at and comprised in Dag No.376 under C.S. & R.S. Khatian No.159 in Mouza – Laskarhat, Pargana – Kalikata, J.L. No.11, R.S. No.151, Touzi No.2998, P.S. formerly Tollygunge at present Tiljala, now within the limits of the Kolkata Municipal Corporation under Ward No.107, registering jurisdiction A.D.S.R. Sealdah, in the District of South 24 Parganas, as full absolute and sixteen annas Owner.

The aforesaid Bholanath Roy while in peaceful and khas possession the said properties as absolute Owner died intestate leaving behind his surviving his two sons namely Manik Chandra Roy and Shari Chandra Roy as his legal heirs and successors who inherited the said property left by the aforesaid Bholanath Roy, since deceased and both equal share thereon.

The aforesaid Hari Chandra Roy thereafter died intestate leaving behind him surviving his only son and legal heir namely, Panchanan Roy who inherited the said property left by the aforesaid Hari Charan Roy, since deceased as absolute Owner and had been possession the said properties with his aforesaid co-sharer namely Manik Chandra Roy.

By a registered Deed of Partition dated 27.11.1957 registered at the office of the Sub-Registrar at Alipore and recorded in Book No.1, Volume No.143, Pages 139 to 150, Being No.9117, the aforesaid Panchanan Roy and Manik Chandra Roy Partitioned the said property between themselves by metes and bounds.

By way of aforesaid registered Deed of Partition dated 27.11.1957 the aforesaid Panchanan Roy obtained and acquired the aforesaid 20 decimals of Sali Land in the aforesaid Dag No.376 and had possessed the said as absolute owner.

Being in urgent need of money the aforesaid Panchanan Roy thereafter sold and transferred demarcated 5(Five) Cottahs of land out of 20 decimals be the same a little more or less to Smt Mina Singh for a valuable consideration by a registered Deed of Sale dated 09.07.1982 and delivered possession thereon and the said Deed was registered at the office the District Sub Registrar at Alipore, South 24 Parganas and recorded in Book No.1, Volume No.254, Pages 102 to 105, Being No.9117 for the year 1982.

The aforesaid Smt Mina Singh while in peaceful and khas possession of her said purchased demarcated 5(Five) Cottahs of land as absolute owner died intestate on 14.09.1987 leaving behind her three sons namely Sri Arun Singh, Sri Mintu Singh, Sri Ranjit Singh and two daughters namely Kumari Pratima Singh and Smt Kanta Sha, as her survivors, legal heirs and successors who inherited the said 5(Five) Cottahs of land as fully absolute Owner left by the aforesaid Smt Mina Singh, since deceased and each having undivided equal share thereon.

By way of inheritance as aforesaid the Sri Arun Singh, Sri Mintu Singh, Sri Ranjit Singh, Kumari Pratima Singh and Smt Kanta Sha, was thus lawfully seized and possessed of land in respect of the said demarcated 5(Five) Cottahs of land, lying and situated in Dag No.376 under R.S. Khatian No.159, in Mouza – Laskarhat, J.L. No.11, at present within the limits of the Kolkata Municipal Corporation under Ward No.107, P.S. Tiljala, District South 24 Parganas and has been possessing the same on payment rent and taxes thereon as full, absolute Owner thereunder and otherwise well and sufficiently entitled to the said property.

The said legal heirs of the deceased Mina Singh namely (1) Arun Singh, (2) Sri Mintu Singh, (3) Sri Ranjit Singh, (4) Kumari Pratima Singh and (5) Smt Kanta Sha, by a registered Deed of Sale executed on 19.10.2004 and recorded before D.S.R. III, Alipore, District South 24 Parganas, vide Book No.I, CD Volume No.3, Pages from 2779 to 2796, Being No.954 for the year 2006 sold, transferred and conveyed against valuable consideration of **ALL THAT** the piece and parcel of land measuring about 5(Five) Cottahs of land, lying and situated Dag No.376 under R.S. Khatian No.159, in Mouza – Laskarhat, J.L. No.11, within the limits of the Kolkata Municipal Corporation under Ward No.107, at present P.S. Tiljala, District South 24 Parganas in favour of (1) **SRI KRISHNA KUMAR GUPTA** and (2) **SRI BALARAM GUPTA**.

By a registered Deed of Gift executed on 06.08.2009 and recorded before District Sub-Registrar III, Alipore in Book No.I, CD Volume No.20, Pages from 1672 to 1694, Being No.4949 for the year 2009, the said **SRI BALARAM GUPTA** therein referred to as the DONOR, out of his natural love and affection being the Donee therein, transferred and conveyed, by way of Gift and granted assigned and assured unconditionally exclusively and forever of **ALL THAT** his undivided proportionate 50% share equivalent to land measuring about 2(Two) Cottahs 6(Eight) Chittaks more or less alongwith 100 sq. ft. Tile Shed structure standing thereon out of total land measuring 5(Five) Cottahs more or less in Dag No.376 under R.S. Khatian No.159, in Mouza – Laskarhat, J.L. No.11, R.S. No.151, Touzi No.2998, within the limits of the Kolkata Municipal Corporation under Ward No.107, at present P.S. Tiljala, District South 24 Parganas in favour of **SRI KRISHNA KUMAR GUPTA**.

Thus the **SRI KRISHNA KUMAR GUPTA** the Owner herein is the absolute owner and at present seized and possessed of the aforesaid property of **ALL THAT** the piece and parcel of land measuring 5(Five) Cottahs be the same a little more or less alongwith 200 sq. ft. Tile Shed Structure standing thereon comprised of and contained in Dag No.376 under R.S. Khatian No.159, in Mouza – Laskarhat, J.L. No.11, R.S. No.151, Touzi No.2998, within the limits of the Kolkata Municipal Corporation under Ward No.107, at present P.S. Tiljala, District South 24 Parganas, together with all sorts of rights, easement, privileges and appurtenances whatsoever belonging to or enjoyed therewith as more fully described in the Schedule thereunder written.

Thus the **SRI KRISHNA KUMAR GUPTA** herein became the absolute owner of the aforesaid property and while seized and possessed of the same mutated his own name in the records of Kolkata Municipal Corporation which became known and numbers as Premises No.1790, Laskarhat, P.S. Tiljala, Kolkata, District South 24 Parganas within Ward No.107, having Assessee No.31-107-08-5644-3, as morefully described in the Schedule hereunder written and has been enjoying the same free from all encumbrances by paying taxes and revenue thereof.

Being in urgent need of money the aforesaid Panchanan Roy thereafter sold and transferred demarcated 2(Two) Cottahs 7(Seven) Chittaks of land out of 20 decimals be the same a little more or less to Sachidananda Sarkar son of Late Khagendra Chandra Sarkar of P-225, Lake Town, Block – A, Kolkata – 700 089, for a valuable consideration by a registered Deed of Sale dated 09.07.1982 and delivered possession thereon and the said Deed was registered at the office the District Sub Registrar at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.254, Pages 95 to 101, Being No.9116 for the year 1982.

**AND WHEREAS:**

Sachidananda Sarkar became the sole and absolute owner of the aforesaid plot of land by way of the aforesaid purchased, thereafter Sachidananda Sarkar hold, possessed and enjoying the same, during this period Sachidananda Sarkar measuring his aforesaid land plot by a senior and experience surveyor, Sachidananda Sarkar got the actual measurement of the aforesaid purchased plot of land measuring about 2(Two) Cottahs 3(Three) Chittaks and 30(Thirty) sq. ft. which Sachidananda Sarkar then hold and possessed and rest of the land that has gone to road / common passage.

Thereafter being in urgent need of money the aforesaid **SRI SACHIDANANDA SARKAR** by a registered Deed of Sale executed on 10.12.2004 and recorded before D.S.R. III, Alipore, District South 24 Parganas vide Book No.I, Volume No.6, Pages from 2923 to 2939, Being No.2298 for the year 2006 sold, transferred and conveyed against valuable consideration of **ALL THAT** the piece and parcel of land measuring about 2(Two) Cottahs 3(Three) Chittaks and 30(Thirty) sq. ft. be the same a little more or less of land, lying and situates in Dag No.376 under R.S. Khatian No.159, in Mouza – Laskarhat, Pargana – Kalikata, J.L. No.11, R.S. No.151, Touzi No.2998, within the limits of the Kolkata Municipal Corporation under Ward No.107, at present P.S. Tiljala, District South 24 Parganas, in favour of (1) **SRI KRISHNA KUMAR GUPTA** and (2) **SRI BALARAM GUPTA**.

By a Registered Deed of Gift executed on 06.08.2009 and recorded before District Sub-Registrar III, Alipore in Book No.I, CD Volume No.20, Pages 1413 to 1437, Being No.4950 for the year 2009, the said **SRI BALARAM GUPTA** therein referred to as the DONOR out of his natural love and affection which, being the Donee therein, transferred and conveyed, by way of Gift and granted assigned and assured unconditionally

exclusively and forever of **ALL THAT** his undivided proportionate 50% share equivalent to land measuring about 1(One) Cottah 1(One) Chittak and 37.5(Thirty Seven Point Five) sq. ft. more or less alongwith 100 sq. ft. Tile Shed structure standing thereon out of total land measuring about 2(Two) Cottahs 3(Three) Chittaks and 30(Thirty) sq. ft. more or less alongwith 200 sq. ft. Tile Shed structure standing thereon in Dag No.376 under R.S. Khatian No.159, in Mouza – Laskarhat, Pargana – Kalikata, J.L. No.11, R.S. No.151, Touzi No.2998, at present within the limits of the Kolkata Municipal Corporation under Ward No.107, P.S. Tiljala, Kolkata, District South 24 Parganas in favour of **SRI KRISHNA KUMAR GUPTA**.

Thus the **SRI KRISHNA KUMAR GUPTA** the owner herein is the absolute owner and at present seized and possessed of the aforesaid property of **ALL THAT** the piece and parcel of land measuring about 2(Two) Cottahs 3(Three) Chittaks and 30(Thirty) sq. ft. be the same a little more or less alongwith 200 sq. ft. Tile Shed Structure standing thereon comprised of and contained in R.S. Dag No.376 under R.S. Khatian No.159, in Mouza – Laskarhat, Pargana – Kalikata, J.L. No.11, R.S. No.151, Touzi No.2998, P.S. Tiljala, within the local limits of the Kolkata Municipal Corporation under Ward No.107, Kolkata, District South 24 Parganas, together with all sorts of rights, easement, privileges and appurtenances whatsoever belonging to or enjoyed therewith as morefully described in the Schedule thereunder and hereunder written.

Thus the **SRI KRISHNA KUMAR GUPTA** herein became the absolute owner of the aforesaid property and while seized and possessed of the same mutated his own name in the records of the Kolkata Municipal Corporation which became known and numbered as Premises No.1789, Laskarhat, P.S. Tiljala, Kolkata, District South 24 Parganas within Ward No.107, having Assessee No.31-107-08-5643-1, as morefully described in the Schedule hereunder written and has been enjoying the same free from all encumbrances by paying taxes and revenue thereof.

Thus, by virtue of the aforesaid (1) being K.M.C. Premises No.1790, Laskarhat and (2) being K.M.C. Premises No.1789, Laskarhat, the said **SRI KRISHNA KUMAR GUPTA** the Vendor herein, became the absolute Owner and at present is seized and possessed of **ALL THAT** the piece and parcel of land measuring about 7(Seven) Cottahs 2(Three) Chittaks and 30(Thirty) sq. ft. be the same a little more or less alongwith 400 sq. ft. Tile Shed Structure standing thereon and while seized and possessed of the same mutated his own name in the records of the Kolkata Municipal Corporation which became known as numbered as Premises No.1790, Laskarhat, P.S. Tiljala, Kolkata, District South 24 Parganas under Ward No.107, having -Assessee No.31-107-08-5644-3, as morefully described in the Schedule hereunder written and has been enjoying the same free from all encumbrances by paying taxes and revenue thereof.

The Owner / Vendor herein entered into a registered Development Agreement with **M/S. BARUN NIRMAAN**, a Partnership Firm having its office at 385, Madurdaha, P.O. E.K.T.P., P.S. Tiljala now Anandapur, Kolkata – 700 107, represented by its **Partners**

[1] **SRI ARIJIT BANERJEE**, [2] **SRI UJJAL KUMAR DEY**, [3] **SRI BIPLAB KUMAR SAHA**, [4] **SRI NILIMESH ROY** and [2] **SRI RAAJ DAS** herein the Developers / Confirming Party which was executed on 26.09.2014, registered at the office at D.S.R. III, Alipore, South 24 Parganas, and recorded in Book No.I, CD Volume No.19, Pages from 1730 to 1771, Being No.07687 for the year 2014 and also executed a registered General Power of Attorney in faovur of [1] **SRI ARIJIT BANERJEE**, [2] **SRI UJJAL KUMAR DEY**, [3] **SRI BIPLAB KUMAR SAHA**, [4] **SRI NILIMESH ROY** and [2] **SRI RAAJ DAS** which was executed on 26.09.2014, registered at the office of D.S.R. III, Alipore, South 24 Parganas and recorded in Book No.I, CD Volume No.19, Pages from 1489 to 1505, Being No.07692 for the year 2014.

In terms of the said agreement the Vendors / Developers applied for Building sanction plan to the authority of the Kolkata Municipal Corporation and the said authority has sanctioned a building plan of a Straight - III storied building vide B.P. No..... dated .....

B. The said land is unmarked for the purpose of building a residential project comprising multistoried apartment building and the said project shall be known as ("Project").

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.

D. The ..... [Please insert the 'name of the concerned competent authority'] has granted the commencement certificate to develop the project vide approval dated ..... bearing registration no.....

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act end other laws as applicable.

F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at ..... on ..... under registration no.....

G. The Allottee had applied for an apartment in the Project vide application no. .... dated ..... and has been allotted apartment no..... having Carpet Area of ..... square feet, Exclusive Balcony Area of ..... square feet, Proportionate Common Area of ..... square feet, apartment type ..... on floor in tower/block/building] no..... ("Building")

described in Schedule – B);

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties. The Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Plot] and the garage / covered parking (if applicable) as specified in para G.

**NOW THEREFORE**, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. **TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in Para G.

1.2 The Total Price for the [Apartment/Plot] based on the Carpet Area is Rs...../- (Rupees ..... ) only ("Total Price") (Give break up and description):

Building Name - BARUN PARADISE	
Apartment No - Flat Type - Floor No -	Rate Per Square Feet
Total Price (in rupees)	
Cost Of Exclusive Balcony	
Proportionate Cost Of Common Areas	
Maintenance Charges	



**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the [Apartment];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GS.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the Allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change / modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allotted;

- (iii) The Promoter shall periodically intimate in writing to the Allottee the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the act/rules/notifications together with dates from which such taxes/levies sic. have been imposed or become effective;
- (iv) The Total Price of [Apartment) includes recovery of price of land. construction of (not only the Apartment but also] the Common Areas, internal development charges, external development changes, taxes, 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, maintenance, charges as per para II etc. and includes cost of providing all other facilities, amenities and specifications to be provided within the [Apartment] and the Projects.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable

to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @-% per annum for the period by which the respective installment has been proposed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment. Plot or building as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.
- 1.7 [Applicable in case of apartment] The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee, If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

- 1.8 Subject to para 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:
- (i) The Allottee shall have the exclusive ownership of the [Apartment/Plot];
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated the Allottee shall; use the Common Areas along with other occupants, maintenance shall etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association if allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
  - (iii) That the completion of the price of the [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, 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, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project;
  - (iv) The Allottee has the right to visit the project site to assess and extent of development of the project and his apartment/plot, as the case may be.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the (Apartment) along with ..... garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee, If is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other *local* taxes, 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 Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any

liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings 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 therefor by such authority or person.

- 1.11 The Allottee has paid a sum of Rs...../- (Rupees ..... only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

**2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of ..... payable at .....

**3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act. 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement.

Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT / APPROPRIATION OF PAYMENT:**

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment/Plot] to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be.

6. **CONSTRUCTION OF THE PROJECT/ APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation 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 breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT/PLOT:**

7.1 Schedule for possession of the said [Apartment/Plot] - The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the Allottee and the common areas to the association of

Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over of possession of the [Apartment/Plot] along with ready and complete common areas with all

specifications, amenities and facilities of the project in place on 30/4/2023 (30<sup>TH</sup> April 2023) unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (" Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot].

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking **possession** - The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that. in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate). The Promoter agrees and undertakes to indemnify the Allottee its case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment plot, as the case in may be, to the allottee at the time of conveyance of the same.
- 7.3 **Failure** of Allottee to take Possession of [Apartment/Plot] - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to

the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

- 7.4 **Possession by the Allottee** — After obtaining the occupancy certificate\* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws;

[Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate]/

- 7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee proposes to cancel/withdraw from the project without Buy fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the promoter to the Allottee within 45 days of such cancellation.

- 7.6 **Compensation** — The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the (Apartment/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the (Apartment/Plot] which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the
- (ii) said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (iii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iv) There are no encumbrances upon the said Land or the Project;
- (v) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment];
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment] and common areas;
- (vii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (viii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- (ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- (x) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (xi) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent



- (xiii) Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and, facilities) has been handed over to the allottee and the association of allottees of the
- (xiv) competent authority, as the case may be;
- (xv) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the [Apartment] to the Allottee within the time period **specified** in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the (Apartment/Plot), which shall

be paid by the promoter to the Allottee within forty-five days of it becoming due.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (Two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

#### 10. **CONVEYANCE OF THE SAID APARTMENT:**

The Promoter on receipt of Total Price of the [Apartment/Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate\* and the completion certificate, as the case may be, to the allottee:

[Provided that, in the absence of local law. the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

#### 11. **MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the

project. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect to workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (Thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. **COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment or Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers,

drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the (Apartment/ Plot].
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement with the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (res) and disclosed, except for as provided in the Act.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

19. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ETC.):**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Kolkata Municipal Corporation & guidelines of HIRA.

[Please insert the name of the Apartment Ownership Act]. The Promoter showing compliance of various laws / regulations as applicable in .....

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30(Thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30(Thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registra for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice rectified within 30(Thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangement whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

22. **RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.]

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that the provisions contained herein and the obligations arising hereunder in respect of the [Apartment/Plot] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

24. **WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and / or binding on the Promoter to exercise such direction in the case of other Allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulation made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

27. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be erected or transferred hereunder or pursuant to any such transaction.

28. **PLACE OF EXECUTION:**

The execution of this Agreement will be completed at BARUN NIRMAAN (Partnership Firm) Office, mutually agreed between the Partners of BARUN NIRMAAN and the Allottee, in Kolkata on ..... After the Agreement is duly executed by the Allottee and BARUN NIRMAAN the said

Agreement shall be registered at the office of the Sub-Registrar at ..... (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at .....

29. **NOTICE:**

That all notices to be served on the Allottee and the Promoter as contemplated

by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

..... (Name of the Allottee)

..... (Allottee Address)

M/s. BARUN NIRMAAN (Promoter Name)

385, MADURDAHA, CHOWBHAGA ROAD, P.O -E.K.T.P, KOLKATA – 700107 (Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. **JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider ss properly served on all the Allottees.

31. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

32. **GOVERNING LAW:**

That the rights and obligations of lie parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

34. **DISBURSEMENT OF PROJECT COST BY FINANCIAL HOUSE**

In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank / financial institution in terms of the agreement between the Allottee and the Bank / financial institution **SUBJECT HOWEVER** that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank / financial institution.

35. **COMMON ACCESS**

The Promoter has informed the Allottee that there may be common access space/ passages, electricity, water lines, drainage lines, sewerage lines, sewerage treatment plant and other common conveniences in the layout of the Property. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid conveniences may be common and the Allottee along with other Allottee/s of Flat in the Said Project and/or the Real Estate Project and/or in the Whole Project, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Allottee of Flat in the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto.

36. **POSSESSION**

Allottee fails to take possession within the time, such Allottee shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, maintenance charges, municipal tax and other outgoings and further holding charges, being equivalent to 2 (two) times the maintenance charges, for the period of delay after the lapse of 3 (three) months from the date of issuance of



possession notice of the Said Flat shall become applicable.

37. **CANCELLATION**

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the entire of the booking amount paid for the allotment i.e.as equivalent to 10% (Ten Percent) of the Total Price along with interest liabilities & this Agreement there upon stands terminated.

If an Allottee wish to withdraw himself/herself from the project after paying Upon registration of the deed of cancellation in respect of the Said Flat and Appurtenances and upon resale of the Said Flat and Appurtenances i.e. upon the Promoter subsequently selling and transferring the Said Flat and Appurtenances to another Allottee and receipt of the sale price thereon, the Promoter shall after adjusting the booking amount, refund to the Allottee, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges.

In Case ALLOTTEE withdraw himself from the project after paying minimum 40% of the Sale Price without any default of the PROMOTER, PROMOTER will deduct the BOOKING amount including applicable INTEREST as per HIRA norms & after deducting brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges from the total deposit of the ALLOTTEE. If PROMOTER finds himself unable to pay back the balance amount within 45 days from the date of cancellation due to involvement of entire fund in project construction & withdrawal of fund may hamper the construction of the said project keeping in mind the timeline to complete the project as per HIRA norms & without hampering interest of other ALLOTTEE's registered with the project, the PROMOTER can request the ALOTTEE of paying back the balance amount payable to the ALLOTTEE within 45 days from the date of fresh sale of the Flat to another Allottee

Further in case of a falling market the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Flat to another Allottee and the purchase price of the Allottee, if the current sale price is less than the purchase price. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

38. **MAINTENANCE OF THE SAID FLAT / PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in

the Project till the taking over of the maintenance of the Project by the association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance will be paid/borne by the Allottee (to the Promoter) from the date of obtaining completion certificate till handover of maintenance of the Real Estate Project to the association of allottees and thereafter to the association of allottees. Maintenance Expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottee and all other expenses for the common purposes to be contributed borne paid and shared by the Allottee of the Project including those mentioned in **Schedule D** below ("**Common Expenses/Maintenance Charges**"). In addition to the aforesaid Common Expenses / Maintenance Charges, the Allottee shall solely be responsible for the upkeep and maintenance of the Front yard (including the parking area), Backyard and the roof of the Said Flat and the overhead tank, and shall bear and pay all costs and expenses in connection therewith.

Further to mention Maintenance Charge is payable by the Allottee with GST within 15 days from Completion Certificate receive date.

**SCHEDULE "A" OF THE ABOVE REFERRED TO  
(DESCRIPTION OF THE PROPERTY OF)  
SCHEDULE – 'A'**

**ALL THAT** the piece and parcel of land measuring about 7(Seven) Cottahs 2(Three) Chittaks and 30(Thirty) sq. ft. be the same a little more or less along with 400 sq. ft. Tile Shed Structure standing thereon and while seized and possessed of the same mutated his own name in the records of the Kolkata Municipal Corporation which became known as numbered as Premises No.1790, Laskarhat, P.S. Tiljala, Kolkata, District South 24 Parganas under Ward No.107, having -Assessee No.31-107-08-5644-3, as morefully described in the Schedule hereunder written and has been enjoying the same free from all encumbrances by paying taxes and revenue thereof.

ON THE NORTH :  
ON THE SOUTH :  
ON THE EAST :  
ON THE WEST :

**SCHEDULE 'B'  
(Said Flat and Appurtenances)**

(a) **ALL THAT** one residential Flat being No..... on the ..... floor, marble flooring of the Straight – III storied building having carpet area of ..... Square Mt more or less, Balcony measuring ..... Sq. Mt. more or less, Built Up

area ..... Sq. Mt more or less, Proportionate Common Area measuring ..... Sq. Ft. & Super-Built Up Area measuring ..... Sq. Ft more or less consisting of ..... (.....) Bedrooms, ..... Dining / Drawing, 1(One) Kitchen, 1(One) toilet, 1 (One) W.C. and 1(One) Balcony with all fittings and fixtures together with at **Municipal Premises No. 1790, Nayabad**, Ward No.107, having Assessee No.31-107-08-5644-3 Kolkata-700039, District-South 24 Parganas **TOGETHER WITH** undivided proportionate, impartible share and interest in the land

underneath the said Flat with all the common rights in the passages, staircases, roof etc. in the said premises along with the easement rights & appurtenances as also the liabilities & duties to be observed together with all easement, right, title, interest, possession, claim, profits etc.

(b) **The Share In Common Areas**, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule B** below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement; **and**

(c) The Land Share, being undivided and impartible share in the land underneath the Said Flat.

#### **SCHEDULE 'C'**

The Total Price payable for the Said Flat and Appurtenances is Rs.

\_\_\_\_\_/- (Rupees ).

PAYMENT TERMS		
PROCESS	PROPOSED PAYMENT TERMS	PAYMENT
Step -1	Application	Rs. 100000
Step -2	On Sale Agreement (10% – Application Amount)	10%
Step -3	Within 15 days from date of Execution of Agreement	10%
Step -4	Foundation / Pilling	15%
Step -5	Ground Floor Casting	15%
Step -6	1st Floor Casting	15%
Step -7	2nd Floor Casting	10%
Step -8	Roof Casting	10%
Step -9	Internal plaster	5%
Step -10	Maintenance charges for 12 months Mutation Charges including 18% GST	

Step -11	Within 1 Month post receive of Completion Certificate	10%
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**SCHEDULE 'D'**  
**(Meaning of Certain Other Charges)**

SL NO	CHARGES CLASSIFICATION	AMOUNT
1	<b>MAINTENANCE CHARGES</b>	
	Maintenance Deposit (For Twelve Months)	Rs. per Sq.Ft.

**SCHEDULE 'E'**  
**SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)**

GENERAL	::	The building shall be of RCC framed structure as per design of the Architect.
BRICK WALL	::	All exterior brick wall shall be 8"/10" inches thick with bricks of approved quality in cement sand Mortar (1:6). All partition shall be 3" or 5" thick with brick of approved quality in cement, Sand Mortar (1:4).
FLOORING, SKIRTING & DADO	::	i) All rooms and Drawing / Dining and Veranda are laid with Vitrified Tiles and skirting up 4" height. ii) Kitchen will have Tiles upto 4'-0" height over table top will be granite. iii) Toilets will have anti-skid floor tiles and in wall upto 7'-0" height Glazed Tiles shall be provided. iv) Water proofing treatment with chemical (Sika Latex) on the roof.
INTERIOR FINISHING AND CEILING	::	Cement sand plaster (1:6) will be provided on the walls surface over which P.O.P. will be applied (Total inside parish / putty finish). The ceiling will be cement sand plastered 1:4 with P.O.P. finish.
EXTERIOR FINISHES PLASTERING WALLS CHAJJAS ETC.	::	Cement sand (1:6) plaster will be provided on the walls surface over which decorative weather coat paints will be applied (Asian paint Apex) with putty finish front side.
DOOR	::	a) Sal Wood door frame Main Door with 32mm ply with teak. b) Flush Door. c) Toilet Doors: Hard Plastic PVC or Flush Door. d) 6 Lever Mortis Lock for main entrance door and Cylindrical locks for all doors.
WINDOWS	::	a) Anodized Aluminium windows of standard rooled Sections with tinted glass.

		b) All windows shall be provided with integrated M.S. grills with enamel paints.
KITCHEN	::	a) Black Granite top cooking platform (Top of the Cooking Platform 21" with 4'-0" height Glazed wall tiles). b) SS sink size 17"x20". c) One tap of reputed make.
STAIR CASE	::	a) Flooring: Marble floor and skirting as of required height. b) Railing: M.S. Railing is make of 5.5mm x 19mm flat as per design with wooden handrail. c) Stair case room will be provided with M.S. windows for light and ventilation as per design. d) Suitable rain water pipe for proper drainage of water from roof. e) Garage will have Tiles (25mm) flooring along with common passage security room and bathroom.
WATER SUPPLY	::	Overhead Reservoir will be provided as per K.M.C. sanction plan with electric pump which will be installed on Ground floor to deliver water to overhead tank from ground reservoir connected to Kolkata Municipal Corporation Water Supply.
ELECTRICAL INSTALLATION	::	a) Two light points, two fan points and plug points in drawing and living space (15 Amp plug point) only. b) One Fan point, two light points and two plug points in each bed room and Master bed room, 1(One) A.C. point only. c) One light point and Two plug points in Kitchen (one exhaust fan point), Mixi – Micro oven – Power point, filter point and washing machine point. d) One light point in each floor in stair case room. e) Separate Electric meter for common areas and facilities at the cost of the Developers.
COMPOUND	::	i) Grill gate as per design will be provided in suitable place (design to be approved by the landowner). ii) Floor design and elevation to be approved by landowner. iii) Grill gate as per design will be provided in main entrance at Ground floor and Roof.
EXTRA WORK	::	Any deviation from the above specification shall be treated as extra work and / or the Owner / Purchasers

		shall bear the cost involved thereof, as per the demand of the Developer.
TOILETS	::	a) 2(Two) Commode of reputed brand. b) Shower. c) 20"x16" white wash basin of reputed brand (2 Nos.). d) One Tap with faucet of reputed ISI Marked. e) Wall Mixture in each toilet. f) One Washing machine point with inlet outlet point.
Common Facility		Drinking Water Facility
Common Amenities		No Amenities

**CUSTOMER DECLARATION**

I/We have gone through all project documents (Sanction Plan, Floor Plan, Carpet Area Measurements, Built Up Area Measurements, Balcony Area Measurements, Common Area Measurements, Parking Area & its Measurements, Brochure, Booking Form, Allotment Letter Copy, Sale Agreement Copy, Payment Terms & Schedules, Other Charges Payable, Cancellation Terms & Schedules, Payment Failure Terms & Conditions & all other necessary project documents. I/We giving my/our personal consent to go ahead with the Sale Agreement signing & other processes.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at ..... (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHINNAMED

Allottee (including joint buyers)

(1) Signature .....  
Name .....  
Address .....

Please affix photographs and sign across the photograph

(1) Signature .....  
Name .....  
Address .....

Please affix photographs and sign across the photograph

SIGNED AND DELIVERED BY THE WITHINNAMED

Promoter

(1) Signature .....  
Name .....  
Address .....

Please affix  
photographs and  
sign across the  
photograph

(2) Signature .....  
Name .....  
Address .....

Please affix  
photographs and  
sign across the  
photograph

(3) Signature .....  
Name .....  
Address .....

Please affix  
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sign across the  
photograph

(4) Signature .....  
Name .....  
Address .....

Please affix  
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sign across the  
photograph

(5) Signature .....  
Name .....  
Address .....

Please affix  
photographs and  
sign across the  
photograph



# BARUN NIRMAAN

385, Madurdaha, Chowbhaga Road, P.O. - E.K.T.P. - Kolkata-700 167  
Phone (033) 3259 9210 / 9339147306 / 2443 7152

Ref. No.....

Date.....

## ALLOTMENT LETTER

Date -

To

Kolkata -  
WestBengal  
India

Sub: Allotment of Flat No - Floor No - at BARUN PARADISE, at 1790 Laskarhat, Kolkata - 700039

Dear Sir,

We are delighted to inform you that you have been provisionally allotted Apartment No. having total Carpet Area approximately Sq Ft including balcony therein, Built Up Area approximately Sq Ft and Saleable Area also called as Super Built Up Area of Sq Ft approximately on the along with Sq Ft car parking space as permissible under the applicable law and of pro rata share in the common areas (hereinafter referred to as the "Apartment") in our project namely, BARUN PARADISE, at 1790 Laskarhat, Kolkata - 700039

The carpet area of the Said Apartment as defined under the provisions of HIRA, is more particularly described in the First Schedule hereunder written.

The Sale Price is required to be paid by the Allottee to the Promoter in accordance with the payment schedule as set out in the Second Schedule hereunder written. The Allottee has expressly agreed that the Allottee will have to pay a sum equivalent to 10% of the Sale Price as booking amount (Booking Amount) to the Promoter. The Allottee shall, simultaneously on execution of this letter of allotment, pay to the Promoter the entirety of the Booking Amount and the above allotment is subject to realization of the Cheque or Draft of Rs. /- (Rupees) paid by the Allottee as Booking Amount (not applicable to Allottee who has paid in cash).





# BARUN NIRMAAN

385, Madurdaha, Chowbhaya Road, P.O. P.K.P. Madurdaha-751 011  
Phone (033) 3259 9210 / 9339147306 / 2443 7152

Ref. No. The Sale Price excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Said Apartment and/or this letter of allotment (Letter).

It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future as per WBHIRA) including service tax, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this letter of allotment and/or on the transaction contemplated herein and/or in relation to the Said Apartment, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

Simultaneously with payment of 10% of the Sale Price as detailed in the First Schedule hereunder written, the Parties shall execute the Agreement as required under HIRA and shall register the Agreement under the Registration Act, 1908, upon which, this Letter shall stand superseded by the Agreement.

In addition to the Sale Price, the Allottee shall also pay to the Promoter, as and when demanded, the amounts mentioned in the Third Schedule, proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards extra changes (collectively Extras).

In the event the Allottee does not make payment of any installment of the Sale Price (prior to execution and registration of the Agreement) and/or in the event the Allottee refuses to execute and register the Agreement, then and without prejudice to the rights and remedies available to the Promoter including the right to charge interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay in making payment of the Sale Price/parts thereof (the Interest Rate).

If the Allottee/s fails for consecutive 2 Months of delay in making payment of the Sale Price/parts including the Interest rate (State Bank of India Highest Marginal Cost of Lending Rate plus 2%), the Promoter shall be entitled to at his own option and discretion, terminate this Letter, without any reference or recourse to the Allottee. Provided that, the Promoter shall give notice of 30 (Thirty) days in writing to the Allottee (Default Notice), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Letter with detail/s of the specific breach or breaches of terms and conditions



# BARUN NIRMAAN

385, Market Road, New Market, Kolkata - 700017, West Bengal, India  
Phone: (033) 3259 9210 / 9339147305 - 2443 7152

in respect of which it is intended to terminate the Letter.

If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Letter by issuance of a written notice to the Allottee (Promoter Termination Notice), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Letter shall stand terminated and cancelled. On the termination and cancellation of this Letter in the manner as stated in this Allotment Letter, the Promoter shall be entitled to forfeit the entire Booking Amount including the total interest as and by way of agreed genuine pre-estimate of liquidated damages which the parties agree are not in the nature of penalty.

Upon the termination of this Letter, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment in the manner it deems fit and proper.

Further if the PROMOTER finds himself unable to pay back the balance amount within 45 days from the date of cancellation due to involvement of entire fund in project construction & withdrawal of fund may hamper the construction of the said project keeping in mind the timeline to complete the project as per norms & without hampering interest of other ALLOTTEE's registered with the project, the PROMOTER can request the ALOTTEE of paying back the balance amount payable to the ALLOTTEE within 45 days from the date of fresh sale of the Flat to another Allottee from the paid up amount and the developer will return the amount to the Purchasers after booking of the said flat & getting the consideration.

Further in case of a falling market the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Flat to another Allottee and the purchase price of the Allottee, if the current sale price is less than the purchase price. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

Transfer of allotment of the said flat shall be subject to the following terms and conditions:  
In case the allotment of the said flat is transferred to a spouse, child and/or parents: Within six (6) months from the date of the Provisional Allotment Letter, a nominal transfer fee of Rs.



# BARUN NIRMAAN

385, Madhurdahe, Chawalijoga Road, P.O. & P.S. Bhusawal, Dist. Jalgaon

Phone (033) 3259 9210 / 9339147306 / 2443 7152

Ref. No. ....

5000 shall be payable to the Developer. After six (6) months from the date of issuance of the Provisional Allotment Letter, a transfer fee of 2% of the total sale value of the said flat shall be payable to the developer.

In case the allotment of the said flat is transferred to anyone other than a spouse, child and/ or parents, a transfer fee of 2% of the total sale value of the said flat shall be payable to the Developer.

You are kindly requested to accept this provisional allotment by signing on the office copy of the allotment letter.

Thanking you,  
Yours faithfully

For BARUN NIRMAAN  
*Harmit Baman*  
Partner

For BARUN NIRMAAN  
*Ujjal Kumbhar*  
Partner

For BARUN NIRMAAN  
*Nimish Roy*  
Partner

For BARUN NIRMAAN

I/We have understood the terms and conditions of the provisional allotment and accept the provisional allotment and hereby accept the same.

For BARUN NIRMAAN  
*Prakash Kr. Gahar*  
Partner

\_\_\_\_\_  
Allottee Name:

Address -

Date -

\_\_\_\_\_  
Allottee Name:

Address -

Date -



# BARUN NIRMAAN

385, Madhavtaha, Chennimalaya, Mysore - 570 011, Karnataka, India

Phone (033) 3259 9210 / 9339147306 / 2443 7152

Ref. No. ....

## Said Flat and Appurtenances

ALL THAT one residential Flat being No..... on the ..... floor, marble flooring of the Straight - III storied building having Carpet Area of ..... Sq Mt more or less, Balcony measuring ..... Sq. Mt. more or less, Built Up Area ..... Sq. Mt more or less, Proportionate Common Area measuring ..... Sq. Ft. & Super-Built Up Area measuring ..... Sq. Ft more or less consisting of ..... (.....) Bedrooms, Dining / Drawing, 1(One) Kitchen, 1(One) toilet, 1 (One) W.C. and 1(One) Balcony

## PAYMENT SCHEDULE

The Total Price payable for the Said Flat and Appurtenances is Rs. \_\_\_\_\_/-  
(Rupees ).

PAYMENT TERMS		
PROCESS	PROPOSED PAYMENT TERMS	PAYMENT
Step -1	Application	Rs. 100000
Step -2	On Sale Agreement ( - Application Amount)	10%
Step -3	Within 15 days from date of Execution of Agreement	10%
Step -4	Foundation / Piling	15%
Step -5	Ground Floor Casting	15%
Step -6	1st Floor Casting	15%
Step -7	2nd Floor Casting	10%
Step -8	Roof Casting	10%
Step -9	Internal plaster	5%
Step -10	Maintenance charges for 12 months including 18% GST	
Step -11	Within 1 Month post receive of Completion Certificate	10%

For BARUN NIRMAAN

*Amrta Banerjee*  
Partner

*R. Raj*  
Partner

For BARUN NIRMAAN

*Ujjal Kumar Das*  
Partner

*V. Srinivasulu*  
Partner

For BARUN NIRMAAN

*Prabhat Kumar Das*  
Partner

Partner



# BARUN NIRMAAN

385, Madhubala, Gurgaon, Haryana, India. Pin - 122002, Gurgaon, Haryana

Phone : (033) 3259 0210 / 9339147306 / 2443 7152

Ref. No. \_\_\_\_\_

## MAINTAINENCE CHARGES

SL NO	CHARGES CLASSIFICATION	AMOUNT
1	<b>MAINTAINENCE CHARGES</b>	
	Maintenance Deposit (For Twelve Months)	Rs.2/- per Sq.Ft.

For BARUN NIRMAAN

*Amit Bhanu*  
Partner

*Raj*  
Partner

For BARUN NIRMAAN

*Ujjwal Kumar Singh*  
Partner

*Nilimash Singh*  
Partner

For BARUN NIRMAAN

*Piplab K. Saha*  
Partner

Partner

## **DEED OF CONVEYANCE**

**THIS INDENTURE OF CONVEYANCE** is made on this the ..... day of ..... Two Thousand and Twenty (2020) **BETWEEN SRI KRISHNA KUMAR GUPTA (PAN: ADDPG7227M) (Aadhaar No.8681 3544 2888)** son of Sri Jagannath Gupta, by faith - Hindu, by occupation – Business, by Nationality – Indian, residing at 502, M. G. Road, P.O. Budge Budge, P.S. Budge Budge, Kolkata – 700 137, hereinafter called and referred to as the **VENDOR** (which such expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrator, legal representatives and / or assigns) of the **FIRST PART** represented by his lawful constituted **ATTORNEY [1] SRI ARIJIT BANERJEE (PAN: AGGPB3896D)**

Cont'd....P/2

**(Aadhaar No.4792 6019 5147)** son of Late Shibananda Banerjee, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 385, Madurdah, P.O. E.K.T.P., P.S. Anandapur, Kolkata – 700 107, [2] **SRI UJJAL KUMAR DEY (PAN: AGIPD7588G) (Aadhaar No.9819 2790 9249)** son of Late Amal Kumar Dey, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 28/9, New Ballygunge Road, P.O. Tiljala, P.S. Kasba, Kolkata – 700 039, [3] **SRI BIPLAB KUMAR SAHA (PAN: ALGPS2594E) (Aadhaar No.2497 8952 6020)** son of Late Kishori Mohan Saha, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 635, Naskarhat, Tagore Park Main Road, P.O. Tiljala, P.S. Kasba, Kolkata – 700 039, [4] **SRI NILIMESH ROY (PAN: AELPR0801B) (Aadhaar No.9179 8277 6930)** son of Sri Nitya Ranjan Roy, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at C-40, Kalika Place, Naskarhat, P.O. Tiljala, P.S. Kasba, Kolkata – 700 039 and [5] **SRI RAAJ DAS (PAN: ADGPD5530K) (Aadhaar No.9484 7699 3618)** son of Sri Sudhir Kumar Das, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at A/37, Nandan Kanan, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700 075, by virtue of a registered General Power of Attorney, which was executed on 26.09.2014, registered at the office of D.S.R. III, Alipore, South 24 Parganas and recorded its in Book No.I, CD Volume No.19, Pages from 1489 to 1505, Being No.07692 for the year 2014.

**A N D**

..... **(PAN: .....) (Aadhaar No.....)** son / wife / daughter of ....., by faith – ....., by occupation - ....., by Nationality – Indian, residing at ....., P.O. ....., P.S. ....., Kolkata – 700 ....., hereinafter called and referred to as the **PURCHASER** (which such expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and / or assigns) of the **SECOND PART.**

Cont'd....P/3

**A N D**

**M/S. BARUN NIRMAAN (PAN: AAMFB4927B)** a Partnership Firm, having its office at 385, Madurdaha, P.O. E.K.T.P., P.S. Tiljala now Anandapur, Kolkata – 700 107, represented by its **Partners** [1] **SRI ARIJIT BANERJEE (PAN: AGGPB3896D) (Aadhaar No.4792 6019 5147)** son of Late Shibananda Banerjee, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 385, Madurdah, P.O. E.K.T.P., P.S. Anandapur, Kolkata – 700 107, [2] **SRI UJJAL KUMAR DEY (PAN: AGIPD7588G) (Aadhaar No.9819 2790 9249)** son of Late Amal Kumar Dey, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 28/9, New Ballygunge Road, P.O. Tiljala, P.S. Kasba, Kolkata – 700 039, [3] **SRI BIPLAB KUMAR SAHA (PAN: ALGPS2594E) (Aadhaar No.2497 8952 6020)** son of Late Kishori Mohan Saha, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 635, Naskarhat, Tagore Park Main Road, P.O. Tiljala, P.S. Kasba, Kolkata – 700 039, [4] **SRI NILIMESH ROY (PAN: AELPR0801B) (Aadhaar No.9179 8277 6930)** son of Sri Nitya Ranjan Roy, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at C-40, Kalika Place, Naskarhat, P.O. Tiljala, P.S. Kasba, Kolkata – 700 039 and [5] **SRI RAAJ DAS (PAN: ADGPD5530K) (Aadhaar No.9484 7699 3618)** son of Sri Sudhir Kumar Das, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at A/37, Nandan Kanan, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700 075, hereinafter called and referred to as the **DEVELOPER / CONFIRMING PARTY** (which such expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and / or assigns) of the **THIRD PART**.

Cont'd....P/4



**WHEREAS** one Bholanath Roy, since deceased was seized and possessed of a piece or parcel of 20 decimal of land, lying and situates at and comprised in Dag No.376 under C.S. & R.S. Khatian No.159 in Mouza – Laskarhat, Pargana – Kalikata, J.L. No.11, R.S. No.151, Touzi No.2998, P.S. formerly Tollygunge at present Tiljala, now within the limits of the Kolkata Municipal Corporation under Ward No.107, registering jurisdiction A.D.S.R. Sealdah, in the District of South 24 Parganas, as full absolute and sixteen annas Owner.

**AND WHEREAS** the aforesaid Bholanath Roy while in peaceful and khas possession the said properties as absolute Owner died intestate leaving behind his surviving his two sons namely Manik Chandra Roy and Shari Chandra Roy as his legal heirs and successors who inherited the said property left by the aforesaid Bholanath Roy, since deceased and both equal share thereon.

**AND WHEREAS** the aforesaid Hari Chandra Roy thereafter died intestate leaving behind him surviving his only son and legal heir namely, Panchanan Roy who inherited the said property left by the aforesaid Hari Charan Roy, since deceased as absolute Owner and had been possession the said properties with his aforesaid co-sharer namely Manik Chandra Roy.

**AND WHEREAS** by a registered Deed of Partition dated 27.11.1957 registered at the office of the Sub-Registrar at Alipore and recorded in Book No.1, Volume No.143, Pages 139 to 150, Being No.9117, the aforesaid Panchanan Roy and Manik Chandra Roy Partitioned the said property between themselves by metes and bounds.

**AND WHEREAS** by way of aforesaid registered Deed of Partition dated 27.11.1957 the aforesaid Panchanan Roy obtained and acquired the aforesaid 20 decimals of Sali Land in the aforesaid Dag No.376 and had possessed the said as absolute owner.

Cont'd....P/5

**AND WHEREAS** being in urgent need of money the aforesaid Panchanan Roy thereafter sold and transferred demarcated 5(Five) Cottahs of land out of 20 decimals be the same a little more or less to Smt Mina Singh for a valuable consideration by a registered Deed of Sale dated 09.07.1982 and delivered possession thereon and the said Deed was registered at the office the District Sub Registrar at Alipore, South 24 Parganas and recorded in Book No.1, Volume No.254, Pages 102 to 105, Being No.9117 for the year 1982.

**AND WHEREAS** the aforesaid Smt Mina Singh while in peaceful and khas possession of her said purchased demarcated 5(Five) Cottahs of land as absolute owner died intestate on 14.09.1987 leaving behind her three sons namely Sri Arun Singh, Sri Mintu Singh, Sri Ranjit Singh and two daughters namely Kumari Pratima Singh and Smt Kanta Sha, as her survivors, legal heirs and successors who inherited the said 5(Five) Cottahs of land as fully absolute Owner left by the aforesaid Smt Mina Singh, since deceased and each having undivided equal share thereon.

**AND WHEREAS** by way of inheritance as aforesaid the Sri Arun Singh, Sri Mintu Singh, Sri Ranjit Singh, Kumari Pratima Singh and Smt Kanta Sha, was thus lawfully seized and possessed of land in respect of the said demarcated 5(Five) Cottahs of land, lying and situated in Dag No.376 under R.S. Khatian No.159, in Mouza – Laskarhat, J.L. No.11, at present within the limits of the Kolkata Municipal Corporation under Ward No.107, P.S. Tiljala, District South 24 Parganas and has been possessing the same on payment rent and taxes thereon as full, absolute Owner thereunder and otherwise well and sufficiently entitled to the said property.

**AND WHEREAS** the said legal heirs of the deceased Mina Singh namely (1) Arun Singh, (2) Sri Mintu Singh, (3) Sri Ranjit Singh, (4) Kumari Pratima Singh and (5) Smt Kanta Sha, by a registered Deed of Sale executed on 19.10.2004

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and recorded before D.S.R. III, Alipore, District South 24 Parganas, vide Book No.I, CD Volume No.3, Pages from 2779 to 2796, Being No.954 for the year 2006 sold, transferred and conveyed against valuable consideration of **ALL THAT** the piece and parcel of land measuring about 5(Five) Cottahs of land, lying and situates Dag No.376 under R.S. Khatian No.159, in Mouza – Laskarhat, J.L. No.11, within the limits of the Kolkata Municipal Corporation under Ward No.107, at present P.S. Tiljala, District South 24 Parganas in favour of (1) **SRI KRISHNA KUMAR GUPTA** and (2) **SRI BALARAM GUPTA**.

**AND WHEREAS** by a registered Deed of Gift executed on 06.08.2009 and recorded before District Sub-Registrar III, Alipore in Book No.I, CD Volume No.20, Pages from 1672 to 1694, Being No.4949 for the year 2009, the said **SRI BALARAM GUPTA** therein referred to as the DONOR, out of his natural love and affection being the Donee therein, transferred and conveyed, by way of Gift and granted assigned and assured unconditionally exclusively and forever of **ALL THAT** his undivided proportionate 50% share equivalent to land measuring about 2(Two) Cottahs 6(Eight) Chittaks more or less alongwith 100 sq. ft. Tile Shed structure standing thereon out of total land measuring 5(Five) Cottahs more or less in Dag No.376 under R.S. Khatian No.159, in Mouza – Laskarhat, J.L. No.11, R.S. No.151, Touzi No.2998, within the limits of the Kolkata Municipal Corporation under Ward No.107, at present P.S. Tiljala, District South 24 Parganas in favour of **SRI KRISHNA KUMAR GUPTA**.

**AND WHEREAS** thus the **SRI KRISHNA KUMAR GUPTA** the Owner herein is the absolute owner and at present seized and possessed of the aforesaid property of **ALL THAT** the piece and parcel of land measuring 5(Five) Cottahs be the same a little more or less alongwith 200 sq. ft. Tile Shed Structure standing thereon comprised of and contained in Dag No.376 under R.S. Khatian No.159, in Mouza – Laskarhat, J.L. No.11, R.S. No.151, Touzi No.2998, within the limits

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of the Kolkata Municipal Corporation under Ward No.107, at present P.S. Tiljala, District South 24 Parganas, together with all sorts of rights, easement, privileges and appurtenances whatsoever belonging to or enjoyed therewith as morefully described in the Schedule thereunder written.

**AND WHEREAS** thus the **SRI KRISHNA KUMAR GUPTA** herein became the absolute owner of the aforesaid property and while seized and possessed of the same mutated his own name in the records of Kolkata Municipal Corporation which became known and numbers as Premises No.1790, Laskarhat, P.S. Tiljala, Kolkata, District South 24 Parganas within Ward No.107, having Assessee No.31-107-08-5644-3, as morefully described in the Schedule hereunder written and has been enjoying the same free from all encumbrances by paying taxes and revenue thereof.

**AND WHEREAS** being in urgent need of money the aforesaid Panchanan Roy thereafter sold and transferred demarcated 2(Two) Cottahs 7(Seven) Chittaks of land out of 20 decimals be the same a little more or less to Sachidananda Sarkar son of Late Khagendra Chandra Sarkar of P-225, Lake Town, Block – A, Kolkata – 700 089, for a valuable consideration by a registered Deed of Sale dated 09.07.1982 and delivered possession thereon and the said Deed was registered at the office the District Sub Registrar at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.254, Pages 95 to 101, Being No.9116 for the year 1982.

**AND WHEREAS** Sachidananda Sarkar became the sole and absolute owner of the aforesaid plot of land by way of the aforesaid purchased, thereafter Sachidananda Sarkar hold, possessed and enjoying the same, during this period Sachidananda Sarkar measuring his aforesaid land plot by a senior and experience surveyor, Sachidananda Sarkar got the actual measurement of the

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aforesaid purchased plot of land measuring about 2(Two) Cottahs 3(Three) Chittaks and 30(Thirty) sq. ft. which Sachidananda Sarkar then hold and possessed and rest of the land that has gone to road / common passage.

**AND WHEREAS** thereafter being in urgent need of money the aforesaid **SRI SACHIDANANDA SARKAR** by a registered Deed of Sale executed on 10.12.2004 and recorded before D.S.R. III, Alipore, District South 24 Parganas vide Book No.I, Volume No.6, Pages from 2923 to 2939, Being No.2298 for the year 2006 sold, transferred and conveyed against valuable consideration of **ALL THAT** the piece and parcel of land measuring about 2(Two) Cottahs 3(Three) Chittaks and 30(Thirty) sq. ft. be the same a little more or less of land, lying and situates in Dag No.376 under R.S. Khatian No.159, in Mouza – Laskarhat, Pargana – Kalikata, J.L. No.11, R.S. No.151, Touzi No.2998, within the limits of the Kolkata Municipal Corporation under Ward No.107, at present P.S. Tiljala, District South 24 Parganas, in favour of (1) **SRI KRISHNA KUMAR GUPTA** and (2) **SRI BALARAM GUPTA**.

**AND WHEREAS** by a Registered Deed of Gift executed on 06.08.2009 and recorded before District Sub-Registrar III, Alipore in Book No.I, CD Volume No.20, Pages 1413 to 1437, Being No.4950 for the year 2009, the said **SRI BALARAM GUPTA** therein referred to as the DONOR out of his natural love and affection which, being the Donee therein, transferred and conveyed, by way of Gift and granted assigned and assured unconditionally exclusively and forever of **ALL THAT** his undivided proportionate 50% share equivalent to land measuring about 1(One) Cottah 1(One) Chittak and 37.5(Thirty Seven Point Five) sq. ft. more or less alongwith 100 sq. ft. Tile Shed structure standing thereon out of total land measuring about 2(Two) Cottahs 3(Three) Chittaks and 30(Thirty) sq. ft. more or less alongwith 200 sq. ft. Tile Shed structure standing thereon in Dag No.376 under R.S. Khatian No.159, in Mouza – Laskarhat, Pargana – Kalikata, J.L. No.11, R.S. No.151, Touzi No.2998, at present within the limits of the Kolkata Municipal Corporation under Ward No.107, P.S. Tiljala, Kolkata, District South 24 Parganas in favour of **SRI KRISHNA KUMAR GUPTA**.

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**AND WHEREAS** thus the **SRI KRISHNA KUMAR GUPTA** the owner herein is the absolute owner and at present seized and possessed of the aforesaid property of **ALL THAT** the piece and parcel of land measuring about 2(Two) Cottahs 3(Three) Chittaks and 30(Thirty) sq. ft. be the same a little more or less alongwith 200 sq. ft. Tile Shed Structure standing thereon comprised of and contained in R.S. Dag No.376 under R.S. Khatian No.159, in Mouza – Laskarhat, Pargana – Kalikata, J.L. No.11, R.S. No.151, Touzi No.2998, P.S. Tiljala, within the local limits of the Kolkata Municipal Corporation under Ward No.107, Kolkata, District South 24 Parganas, together with all sorts of rights, easement, privileges and appurtenances whatsoever belonging to or enjoyed therewith as morefully described in the Schedule thereunder and hereunder written.

**AND WHEREAS** thus the **SRI KRISHNA KUMAR GUPTA** herein became the absolute owner of the aforesaid property and while seized and possessed of the same mutated his own name in the records of the Kolkata Municipal Corporation which became known and numbered as Premises No.1789, Laskarhat, P.S. Tiljala, Kolkata, District South 24 Parganas within Ward No.107, having Assessee No.31-107-08-5643-1, as morefully described in the Schedule hereunder written and has been enjoying the same free from all encumbrances by paying taxes and revenue thereof.

**AND WHEREAS** thus, by virtue of the aforesaid (1) being K.M.C. Premises No.1790, Laskarhat and (2) being K.M.C. Premises No.1789, Laskarhat, the said **SRI KRISHNA KUMAR GUPTA** the Vendor herein, became the absolute Owner and at present is seized and possessed of **ALL THAT** the piece and parcel of land measuring about 7(Seven) Cottahs 2(Three) Chittaks and 30(Thirty) sq. ft. be the same a little more or less alongwith 400 sq. ft. Tile Shed Structure standing thereon and while seized and possessed of the same mutated his own name in the records of the Kolkata Municipal Corporation which became known

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as numbered as Premises No.1790, Laskarhat, P.S. Tiljala, Kolkata, District South 24 Parganas under Ward No.107, having -Assessee No.31-107-08-5644-3, as morefully described in the Schedule hereunder written and has been enjoying the same free from all encumbrances by paying taxes and revenue thereof.

**AND WHEREAS** the Owner is desirous to develop the said plot of land measuring about 7(Seven) Cottahs 3(Three) Chittaks and 30(Thirty) sq. ft. and construction thereon a Straight - III storied building or otherwise as permissible in Law comprising of several self contained apartment / flat and accordingly prepared a scheme for the same.

**AND WHEREAS** the Owner is not being equipped with its required financial resources and man power was in search of a Developers who will be in a position to complete the said scheme for construction of the Straight - III storied building comprising of residential apartment / flat or otherwise as permissible in law on the said plot of land with their own resources and man power.

**AND WHEREAS** the Owner / Vendor herein entered into a registered Development Agreement with **M/S. BARUN NIRMAAN**, a Partnership Firm having its office at 385, Madurdaha, P.O. E.K.T.P., P.S. Tiljala now Anandapur, Kolkata – 700 107, represented by its **Partners** [1] **SRI ARIJIT BANERJEE**, [2] **SRI UJJAL KUMAR DEY**, [3] **SRI BIPLAB KUMAR SAHA**, [4] **SRI NILIMESH ROY** and [2] **SRI RAAJ DAS** herein the Developers / Confirming Party which was executed on 26.09.2014, registered at the office at D.S.R. III, Alipore, South 24 Parganas, and recorded in Book No.I, CD Volume No.19, Pages from 1730 to 1771, Being No.07687 for the year 2014 and also executed a registered General Power of Attorney in faovur of [1] **SRI ARIJIT BANERJEE**, [2] **SRI UJJAL KUMAR DEY**, [3] **SRI BIPLAB KUMAR SAHA**, [4] **SRI NILIMESH ROY** and [2] **SRI RAAJ DAS** which was executed on 26.09.2014,

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registered at the office of D.S.R. III, Alipore, South 24 Parganas and recorded in Book No.I, CD Volume No.19, Pages from 1489 to 1505, Being No.07692 for the year 2014.

**AND WHEREAS** in terms of the said agreement the Vendors / Developers applied for Building sanction plan to the authority of the Kolkata Municipal Corporation and the said authority has sanctioned a building plan of a Straight - III storied building vide B.P. No..... dated .....

**AND WHEREAS** the Vendor has good and marketable title of the said property described in the Schedule mentioned herein and the property is free from all sorts of encumbrances, charges, liens, lispence, attachment, interest, whatsoever and the Vendor is now absolutely seized and possessed or otherwise well and sufficiently entitled to all that the property described in the Schedule "A" hereunder written.

**AND WHEREAS** the Vendor has acquired, seized and possessed of and well sufficiently entitled to all that the piece and parcel of land measuring 7(Seven) Cottahs 3(Three) Chittaks and 30(Thirty) sq. ft. together with a Straight - III storied building standing thereon and including all easements and appurtenances thereto lying and situated at Municipal Premises No.1790, Laskarhat, P.S. Tiljala now Kasba, Kolkata – 700 039, morefully described in the Schedule "A" herein below, hereafter called and referred to as the "**SAID PREMISES**".

**AND WHEREAS** being desirous of selling the respective flat from the Developers' share of allocation of the said Straight - III storied building along with proportionate share and interest of the "A" Schedule land along with rights to use and enjoy the common areas and facilities and easement and being approached by the Purchaser after being satisfied with the title of the Vendor,

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the **VENDOR / DEVELOPERS** have agreed to sell to the **PURCHASER** all that a self contained residential flat being No..... on the ..... floor, ..... side, measuring ..... (.....) sq. ft. super built-up area be the same a little more or less, lying and situates at being Premises No.1790, Laskarhat, P.S. Tiljala now Kasba, Kolkata – 700 039, more fully and particularly described in the Schedule "B" hereunder written and hereinafter called the said flat at and for the consideration of Rs...../- (Rupees ..... ) only to which the Vendor / Developers have agreed to.

**NOW THIS INDENTURE WITNESSETH** that pursuant to the said agreement and in consideration of a total sum of Rs...../- (Rupees ..... ) only paid by the Purchaser to the Vendor / Developers (the receipt whereof the Developers doth hereby admit and acknowledge and of and from the same and every part thereof acquit release and discharge the Purchaser his heirs, successors, executors, administrators and legal representatives and every one of him and also the said flat) the Vendor / Developers doth hereby indefeasibly grant, sale, convey, transfer, assign and assure unto the Purchaser his heirs, executors, administrators, legal representatives and / or assigns free from all encumbrances whatsoever made or suffered by the Vendor / Developers **ALL THAT** the piece or parcel of a flat being No..... on the ..... floor, ..... side of the said building, more fully described in the Schedule "B" written hereinafter with undivided proportionate share of land of the said building of "A" Schedule land along with all common areas including easements and passages more fully described in Schedule "C" written herein below and also the other rights and facilities as per provisions of the West Bengal Apartment Ownership Act 1972 along with common liabilities more fully described in Schedule "D" written herein below and rights and obligations, more fully described in Schedule "E" written herein below **TO ENTER INTO AND TO HAVE AND HOLD OWN POSSESS AND ENJOY** the said property and every

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part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with the rights and appurtenances thereto or in connection therewith unto and to the use of the Purchaser his heirs, successors, executors, administrators, representatives and / or assigns forever free from all encumbrances and the Vendor / Developers doth hereby indemnify and promise to keep the Purchaser indemnified against all encumbrances claims, liens etc. whatsoever created or suffered by the Vendor / Developers for themselves, their respective heirs, executors, administrators and representatives and covenant with the Purchaser his heirs, executors, administrators, representatives and / or assigns that notwithstanding any act, deed or thing whatsoever made or suffered by the Vendor / Developers by and of their predecessors and predecessors-in-title, done or executed or knowingly suffered to the Contrary of Vendor / Developers at all materials times hereto before and now have good right, full power, absolute authority and indefeasible title to grant, sale, convey, transfer, assigns and assure the said property hereby granted, sold, conveyed and transferred to expressed or intended so to be, unto and to the use of the Purchaser his heirs, executors, administrators, representatives and / or assigns in the manner aforesaid **AND THAT** the Purchaser his heirs, successors, executors, administrators, representatives and / or assigns, shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said property or every part thereof and receive the rents, issues and profits, thereof without any lawful eviction hindrances and interruption disturbances claims, or demands whatsoever from or the Vendor / Developers or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them or from or under any of them or predecessors – in – title and that free and clear and freely and clearly absolutely acquired, exonerated and released on otherwise by and at the costs and expenses of the Vendor / Developers sufficiently save indemnify from against and all manner of claims, charges liens, debts attachments and encumbrances, whatsoever made or suffered by the Vendor / Developers or any of their predecessors – in – title.

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**AND THAT** the Vendor / Developers and the Purchaser herein agreed and declare as follows: -

[1] The Vendor / Developers declare that they did not entered into any agreement with anybody for sale, gift, lease or transferring any interest whatsoever any manner in respect of the said flat and the said flat is hereby transferred and conveyed to the Purchaser exclusively free from all encumbrances.

[2] The Vendor / Developers have not received any notice from any authority and declare that the said land with building is not effected by any notice or scheme of the Municipal Authority or the Government or any other Public Body or Bodies or local authorities and further declares that at present the said land with building is not effected by any notice of acquisition or requisition by any authority.

[3] The Purchaser herein shall be entitled to use and enjoy the common passage leading to the said building for ingress to and egress from the said flat.

[4] The Purchaser herein will be entitled to make and effect necessary repairs, additions, alterations, modification, plastering and white washing inside wall of the said flat at his own cost including all other thing or things required for proper and beneficial use and enjoyment of the said flat without effecting other flats of the said building.

[5] The Purchaser shall and may at all times hereafter peacefully and quietly hold, possess own and enjoy the said flat and each and every part thereof forever and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the Vendor / Developers or their respective heirs, executors, administrators, representatives and / or assigns.

Cont'd....P/15

--: [15] :-

[6] The Vendor / Developers shall deliver absolute peaceful vacant possession of the said flat fully described in Schedule "B" hereinafter written to the Purchaser on execution and registration of this Deed of Conveyance.

**AND** it is further agreed and declared between the parties as follows: -

[1] The Purchaser shall be liable to make payment of all the rates and taxes in respect of the said flat hereby conveyed to the Municipal Authorities or other appropriate authorities on and from the date of the said purchase. If however any Association of owners of the said premises is formed, the Purchaser shall be entitled to make payment of the same through the said Association, if so decided and / or agreed to.

[2] The Purchaser shall also be entitled to mutate or assess the said flat in his name separately in the record of Kolkata Municipal Corporation and he shall pay the Municipal Tax in his name separately.

[3] The Purchaser shall has all the estate, right, title, interest, property, claim, whatsoever of the Vendor / Developers had or have in respect of the said flat free from all encumbrances and attachments whatsoever save and except the right of demolition or committing waste in respect of the said flat or the said property in any manner so as to effect the Vendor / Developers or other Co-owners who have acquired or may hereinafter purchase or acquire similar property right in respect of the other flats and that the Purchaser shall has the right, title and interest in respect of the undivided proportionate share of land of the said property and enjoy the same with the Vendor / Developers and / or other Co-owners who have acquired similar right, title and interest in the said property.

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[4] The Purchaser shall also be entitled to sell, gift, mortgage, lease out or otherwise alienate the said flat hereby conveyed subject to the terms herein contained to any one without the consent of the Vendor / Developers or any other Co-owners who may have acquired before or hereafter any right, title or interest

in respect of any other flat similar to those acquired by the Purchaser under the terms of this Conveyance.

[5] The Purchaser shall use and / or maintain repair, replace, reconstruct all common items at the proportionate cost of all the Co-owners of the said property / building.

[6] The Vendor / Developers and their respective heirs, executors, administrators, legal representatives and / or assigns as the case may be shall at all times hereafter indemnify and keep indemnified the Purchaser, his heirs, executors, administrators, legal representatives and / or assigns against any loss, damage, costs, charges and expenses, if any, which may be suffered by reason of any defect in the title of the Vendor / Developers or any breach of the covenant hereunder contained.

[7] Subject to the provisions of the agreement the Vendor / Developers and their respective heirs, executors, administrators, legal representatives and / or assigns shall and will from time to time and at all times hereafter, upon the request and cost of the Purchaser and his executors, administrators, legal representatives and / or assigns do execute and cause to be done and execute all such deeds, acts and things whatsoever for further or more perfectly assuring the title of the said flat being No..... on the ..... floor, ..... side of the floor, with all appurtenances and amenities and every part thereof unto and to the use of Purchaser in the manner aforesaid as shall or may reasonably be required and the Vendor / Developers and their respective heirs, executors, administrators, legal representatives and / or assigns

Cont'd....P/17

-:: [17] ::-

shall at all times hereafter upon the request of the Purchaser and his heirs, administrators, legal representatives and/or assigns cause to be produced and file all deeds and documents relating to the said flat including the land conveyed herein.

**WHILE** using the said unit or any part thereof or common parts or the common portions the Purchaser shall not do any of the following acts, deeds, and things:-

[1] Obstruct the Society or Association or Company in its legal and lawful acts relating to the common purposes.

[2] Violate any of the rules and regulations laid down in respect of user of the building.

[3] Injure, harm or damage the common parts or the common portions or any other units of the said building, by making any alterations or withdrawing any support or otherwise.

[4] Alter any outer portion elevation or colour scheme of the said unit or the said building.

[5] Throw or accumulate or cause to be thrown or accumulated dirt, rubbish or refuse within said unit or in the common parts or the common portions save at the place indicated therefore.

[6] Carry on or cause to be carried on any obnoxious injurious noise, dangerous, hazardous, illegal or immoral activity in the said unit or any where else in the building.

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-:: [18] ::-

[7] Keep or store any offensive combustible, obnoxious, hazardous or dangerous articles in the said unit or the common parts or the common portions.

[8] The Purchaser shall bear the maintenance and repairing cost of the common sewerage line proportionately with the other residents or occupier or co-owners of the building using the same sewerage until it is taken over by the Corporation.

**SCHEDULE "A" AS REFERRED TO ABOVE**

**ALL THAT** piece or parcel of a plot of land measuring 7(Seven) Cottahs 3(Three) Chittaks and 30(Thirty) square feet be the same a little more or less, lying and situates at and comprised in R.S. Dag No.376 under R.S. Khatian No.159, in Mouza – Laskarhat, Pargana – Kalikata, J.L. No.11, R.S. No.151, Touzi No.2998, P.S. Tiljala now Kasba, being the Premises No.1790, Laskarhat, Kolkata – 700 039, within the local limits of the Kolkata Municipal Corporation under Ward No.107, registering jurisdiction S.R. Alipore in the District of South 24 Parganas butted and bounded by:

ON THE NORTH :: BY LAND OF GOUTAM NATH ;

ON THE SOUTH :: BY LAND OF PANCHANAN GHOSH ;

ON THE EAST :: BY DAG NO.378 & LAND OF S. SHAW ;

ON THE WEST :: BY 12' FEET WIDE COMMON PASSAGE ;

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-:: [19] ::-

**SCHEDULE "B" AS REFERRED TO ABOVE**

**[Description of Flat]**

**ALL THAT** piece or parcel of a self contained residential flat being No..... on the ..... floor, ..... side of the Straight – III storied building, consisting of ..... Bed Rooms, ..... Drawing / Dining, ..... Kitchen, ..... Toilet, ..... W.C. and ..... Balcony, measuring ..... (.....) sq. ft. super built-up area be the same a little more or less of the said building being Corporation Premises No.1790, Laskarhat, P.S. Tiljala now Kasba, Kolkata – 700 039, together with undivided proportionate and impartible Share and interest of the building of the “A” Schedule land and also right to use and enjoy the common areas and facilities including uninterrupted user and enjoyment of the roof and staircase along with right to easement in all common areas available under the provisions of the West Bengal Apartment Ownership Act 1972 and shown in the map / plan annexed hereto and thereon coloured “**RED**”.

**SCHEDULE “C” REFERRED TO HEREINABOVE**

**[Common Areas and facilities]**

- [1] Land underneath the said building described in the “A” schedule.
  
- [2] All side spaces, back spaces, passages, paths, drain ways in the said building.
  
- [3] General lighting of the common portion, common electric meter room.

Cont’d....P/20

-:: [20] ::-

- [4] Drain and sewers from the building to the Municipal Connection drain and / or sewers.



- [5] Common Septic tank.
- [6] Common Top floor Roof.
- [7] Lift of the said building.
- [8] Boundary walls & Entrance gate.
- [9] Staircase, landing.
- [10] Common underground and overhead water reservoir and the roof.
- [11] Common pump and pump house.
- [12] Water and sewers connection from the pipes of the units to drain and sewers common to the said building.

**SCHEDULE "D" REFERRED TO HEREINABOVE**

**[Common Liabilities]**

[1] Until and unless which such times as the flat comprised in the said unit separately assessed and / or mutated in respect of the Municipal Taxes or impositions, the Purchaser shall from time to time from occupation of the said unit bear and pay such proportionate taxes and rates or impositions as may be reasonably taxes upon its formation.

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-:: [21] ::-

[2] Apart from the amount of such Municipal taxes, rates, impositions, the Purchaser shall also pay all other taxes and impositions including the

multistoried building taxes, urban land taxes, if and when necessary, in respect of the said building proportionately and the said self contained flat / unit wholly.

[3] All proportionate costs of maintenance, operation, replacement with white washing, rebuilding, reconstructing, decorating and redecorating including the outer walls of the said building and boundary walls as determined by the Association to be formed.

### **SCHEDULE "E" REFERRED TO HEREINABOVE**

#### **[Rights and Obligations]**

The Co-owners, occupiers, Society or Syndicate or Association shall allow each other the following easement and quasi-easements rights, privileges etc.

[1] Right to use of common passage in all the common portions, in each and every part of the said building including the said unit along with connection of water, electricity, telephone, Gas, T.V. Antenna and cables etc. to the extent necessary.

[2] Right of protection of each portion of each other.

[3] Absolute unfettered and unencumbered right over the common parts and common portions of the building.

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[4] The right or access and use in common with the other co-owners or occupiers of the said building and the said premises, their servants, agent and invites at all times and for normal domestic purposes connected with the use and enjoyment of the said flat and the common parts.

[5] The Purchaser shall be entitled to all rights, privileges vertical and lateral supports, easement, quasi – easement appurtenances whatsoever belonging to or in any way appurtenant to the said flat and the properties appurtenant thereto usually held used kept or enjoyed or reputed or known as part or parcel of the said undivided proportionate share and / or the said unit and appurtenant thereto.

[6] To pay the cost, the salaries of Manager, Caretaker, Clerks, Bill Collectors, Chowkidars, Sweepers, Electrician etc. in proportionate share with other Owners.

[7] The user right of the roof of the said building including the said unit and pay other for the purpose of repairing any of the common parts, common portions or any appurtenances to any unit and / or anything comprised in any unit in all such cases giving previous notices to the Co-owners affected thereby.

Cont'd....P/23

--: [23] :-

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

SIGNED, SEALED AND DELIVERED  
at Kolkata in the Presence of :

[1]

**Constituted Attorney of  
Sri Krishana Kumar Gupta**

-----  
**SIGNATURE OF THE VENDOR**

[2]

-----  
**SIGNATURE OF THE PURCHASER**

-----  
**SIGNATURE OF THE DEVELOPERS /  
CONFIRMING PARTY**

Drafted by:

MR. ARABINDA DHAN DAS, ADVOCATE  
HIGH COURT, KOLKATA  
Enrl. No.

Cont'd....P/24

--: [24] :-

**RECEIVED** from the within named **PURCHASER** within mentioned sum of  
Rs...../- (Rupees ..... ) only being the full

consideration money in respect of the aforesaid flat hereby sold and conveyed as per Memo below : -

**MEMO OF CONSIDERATION**

DATE	CHEQUE No	BANK	BRANCH	AMOUNT
(Rupees ..... ) only				----- Rs..... =====

**WITNESSES :**

[1]

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**SIGNATURE OF THE DEVELOPERS /  
CONFIRMING PARTY**

[2]