BETWEEN

MESSRS. EXXON PROPERTIES PVT LTD (Now Known as PUNITA PROPERTIES PVT. LTD) (PAN AABCE 2411R) Mobile No 6290586175 a Company incorporated under the Companies Act, 1956, having its registered office at 167, Netaji Subhash Road,

P. S Burrabazar P. O. Burrabazar,	Kolkata - 700 007	, represented	by i	ts Director
namely	Son of	, by	Nationality	– Indian, by
faith –,	by Occupation		····· ,	residing at
	,	hereinafter	called a	and referred to

as the "**OWNER / VENDOR** " (Which expression shall unless excluded by or repugnant to the context shall mean and include his executors, successors, administrators, legal representatives and assigns) of the "**FIRST PART.**"

A N D

....., by faith –, by Nationality – Indian, residing at...., hereinafter called and referred to as the "**PURCHASERS**" (which term or expression shall unless excluded by or repugnant to the context their heirs, successors, administrators, legal representatives and assigns) of **the** " **SECOND PART**"

WHEREAS :-

1. That originally, one Smt. Mira Gupta wife of Sri R. Gupta, resident of No 4, Lee Road, Calcutta was Seized and Possessed of or otherwise well and sufficiently entitled as the absolute owner in respect of ALL THAT the Piece and Parcel of measuring an area about 12 (Twelve) Cottahs situated at and comprised in land C.S Dag No 26 (Part) and 27 (Part) within Mouza - Khanpur, J. L. No 46, Touzi No 151 & 152 being the Souhern Part of the plot no 60 of the building Estate Scheme Known "Ashoke Park " bearing Municipal Premises No 226/1, Netaji Subhash Chandra Bose Raod, (Formally Portion of Premises No 60, Ashoke Avenue), District 24 Pargans) hereinafter referrd to as the "said Plot of land" free from all encumbrance whatsoever.

2. That by virtue of an Indenture of Conveyance dated the 18th Februry 1959, registered in Book No I, Volume No 30, Pages No 197 – 206, Being No 1351 for the year 1959 at the office of the Sub registarar – Alipore Sadar, the said Owner Smt Mira Gupta sold, transferred and conveyed unto and in favour of her Highness Mrs. Prabhhati Devi resident of 59, Bally Circular Road, Calcuuta ALL THAT the "said plot of land".

3. Since after purchase of the "said plot of land before stated, the said owner Her Highness Mrs Prabhabati Devi duly constructed two storied brick built dewling house outer house, and garage together with boundary walls at or upon "said Plot of land"

That by a Deed of Conveyance dated the 24th November 1970 registered in 4. Book No I, Volume No 87, Pages No 206 - 213, Being No 4914, for the year 1970 at the office of the Joint Sub registry - Alipore, the said her Highness Mrs. Prabhhati Devi sold, transferred and conveyed unto and infavour of Dr Sambidananadan Das ALL THAT the Parcel of Plot of land measuring an area about 12 (Twelve) Cottahs Piece and together with two storied brick built dewling house, out house, garageand other structure bearing Municipal Premises No 226/1, Netaji Subhash whatsoever Chandra Bose Raod, (Formally Portion of Premises No 60, Ashoke Avenue), Kolkata- 700 040, District 24 Pargans

5. That on or about 10th day of February 1983 the said Sambidananda Das, who was a Bengali Hindu Governed by Dayabagh School of Hindu Law, died intestate leaving behind his widow Smt. Mira Das, two sons namely Sadananada Das and Sri Krishnarenu Das and only daughter only Smt Krishna Das as his only heirs and legal representatives.

6. That on or about 12th day of January 1998 the said Sadananda Das, who was a Bengali Hindu Governed by Dayabagh School of Hindu Law, died intestate leaving behind his mother Smt. Mira Das, widow Smt Shila Das and daughter Madhuchanadra Das as his only heirs, heirness and legal representatives.

7. That on or about 21st day of August 1998, the said Mira Das, who was a Bengali Hindu Governed by Dayabagh School of Hindu Law, died intestate laving behind her Son Krishnarenu Das and daughter Smt. Krishna Das, Smt Shila Das and Smt Madhu Chanda Das as his only heirs, heirness and legal representatives.

8 In the Premises aforesaid, the said Krishnarenu Das, Smt. Krishna Das, Smt Shila Das and Smt Madhu Chanda Das jointly became seized and possessed of or otherwise well and sufficiently etitled as the absolute owners in respect of the "said property".

9. That by virtue of a Deed of Conveyance dated the 20th December 2000 registered in Book No I, Volume No 39, Pages No 484 - 496, Being No 1475 for the year 2000 at the office of the Joint Sub registray –Alipore, the said owners Krishnarenu Das and daughter Smt. Krishna Das, Smt Shila Das and Smt Madhu Chanda jointly sold, transferrs and conveyeyd unto and infavour of M/S B. M C Con a Partnership firm , ALL THAT the Piece and Pacel of Plot of land measurinag an area about 04 (Four) Cottahs 2(Two) Chittaks be the same a little more or less at and being K. M C Premises No 226/1, Netaji Subhash Chandra Bose Raod, (Formally Portion of Premises No 60, Ashoke Avenue), Kolkata- 700 040, District 24 Pargans)

10. In the premises, the aforesaid said Krishnarenu Das and daughter Smt. Krishna Das, Smt Shila Das and Smt Madhu Chanda becomes thwe joint owners of the remaining portion of land ALL THAT the Piece and Pacel of Plot of land measurinag an area about 07 (Seven) Cottahs 14 (Fourteen) Chittaks (actual measurement 8 Cottahs 5 Chottaks and 25 sq ft be the same a little more or less together with two storied dewling house at and being K. M C Premises No 226/1, Netaji Subhash Chandra Bose Raod, (Formally Portion of Premises No 60, Ashoke Avenue), Kolkata- 700 040, District 24 Pargans

11. That by virtue of a Deed of Conveyance dated the 29th September 2014 registered in Book No I Volume No 23, PagesNo 1316 - 1337, Being No 09216 for the year 2014 at the office of the registrar of Assurance –I Kolkata, the said owners Krishnarenu Das and daughter Smt. Krishna Das, Smt Shila Das and Smt Madhu Chanda jointly sold, transferrs and conveyeyd unto and infavour of present owners /vendors / developer herein ALL THAT the remainig Piece and Pacel of Plot of land measurinag an area about 07 (Seven) Cottahs 14 (Fourteen) Chittaks (actual measurement 8 Cottahs 5 Chottaks and 25 sq ft be the same a little more or less together with two storied dewlling house at and being K. M C Premises No 226/1, Netaji Subhash Chandra Bose Raod, (Formally Portion of Premises No 60, Ashoke Avenue), Kolkata- 700 040, District 24 Pargans.

12. That after accept the said plot of land by way of said Deed of Conveyance , the owner / vendor / developer herein have been enjoying and possessing over the said plot at <u>and being K. M C Premises No 226/1, Netaji</u> Subhash Chandra Bose Raod, (Formally Portion of Premises No 60, Ashoke Avenue), Kolkata- 700 040, District 24 Pargans).

13. That by virtue of a Deed of Conveyance dated the 29th September 2014 registered in Book No I Volume No 23, PagesNo 1316 - 1337, Being No 09216 for the year 2014 at the office of the registrar of assurance –I Kolkata, the said owners Krishnenedu Das and daughter Smt. Krishna Das, Smt Shila Das and Smt Madhu Chanda jointly sold, transferrs and conveyeyd unto and infavour of present owners /vendor / developer herein ALL THAT the remaining Piece and Pacel of Plot of land measurinag an area about 07 (Seven) Cottahs 14(Fourteen) Chittaks (actual measurement 8 Cottahs 5 Chittaks and 25 sq ft be the same a little more or less together with two storied bewling house at and being K. M C Premises No 226/1, Netaji Subhash Chandra Bose Raod, (Formally Portion of Premises No 60, Ashoke Avenue), Kolkata- 700 040, District 24 Pargans). after duly mutated his name before the Kolkata Municipal Corporation and also paying taxes regularly .

14. That the owner / vendor/ First part herein are desires to construct a residential building on their said plot of land measuring an area about <u>07 (Seven</u>) <u>Cottahs 14(Fourteen) Chittaks (actual measurement 8 Cottahs 5 Chottaks and 25 sq ft be the same a little more or less together with two storied dewling house at and being K. M C Premises No 226/1, Netaji Subhash Chandra Bose Raod, (Formally Portion of Premises No 60, Ashoke Avenue), Kolkata- 700 040, District 24 Pargans</u>

15. That the owner / vendor/ First part herein applied before the Kolkata Municipal Corporation building department for the Sanctioned of the Plan for the Purpose of raising or constructing a residential building over the said land, morefully described in the schedule "A" written hereunder. And accordingly got the Sanction Vide No . 21700064 / dated. 28.06.2017 for the purpose of the constructing the said building and accordingly after getting the said sanction plan, the said land owner started the construction on the said plot of land as per sanctioned plan through the Contractor.

16. Owner / Vendor/ First Part herein have decided to sell a Flat on the That Floor Side, being Flat No measuring an area Sq. ft. (. Approx) Super built up area and a Garage on the Ground Floor being Car being No measuring an area sq ft situated at and Parking being Kolkata Municipal Corporation Premises No. 226/1, Netaji Subhash Chandra Bose Raod, (Formally Portion of Premises No 60, Ashoke Avenue), Kolkata- 700 040, District 24 and particularly described in the Schedule "B" written hereunder Pargans more fully together with undivided proportionate share of land and common area and facilities at a total consideration is fixed of Rs (Rupees) only and the Purchasers have approached to the owner / vendor / developer herein to purchase the said Floor, Side Flat .

17. That the Purchaser herein has agreed for an absolute purchase the said Flat on the Floor Side, being Flat No measuring Ground Floor being Car Parking being No measuring an area sq ft situated at and being Kolkata Municipal Corporation Premises No. 226/1, Netaji Subhash Chandra Bose Raod, (Formally Portion of Premises No 60, Ashoke Avenue), Kolkata- 700 040, District 24 Pargans, more fully and Particularly Schedule " B " written hereunder described in the together with undivided proportionate share of land and common area and facilities at a total is fixed of Rs (Rupees) only , which is consideration free from all encumbrances.

: DEFINITION :

faith –, by Occupation -, residing at

© PREMISES : Shall mean Kolkata Municipal Corporation Premises No. <u>226/1</u>, <u>Netaji Subhash Chandra Bose Raod, (Formally Portion of Premises No 60, Ashoke</u> <u>Avenue), District 24 Pargans</u> (South)

(d) UNDIVIDED SHARE : Shall mean all the spaces and common area together with undivided proportionate share of land and common uses.

(e) TITLE DEED – shall mean all the documents referred to herein above the recital in respect of Kolkata Municipal Corporation Premises No. <u>226/1, Netaji Subhash Chandra</u> Bose Raod, (Formally Portion of Premises No 60, Ashoke Avenue), District 24 Pargans (South)

(f) **ARCHITECT** - Architect shall mean Architect/ Architects and/or firm of Architect who the Builder/Contractor may appoint from time to time as Architect/ Architects for the new building.

(g) COMMON EXPENSES- Common expenses shall mean and include all the expenses to be incurred by the units owners for the management and maintenances on the said Kolkata Municipal Corporation Premises No. <u>226/1, Netaji Subhash Chandra Bose Raod, (</u> Formally Portion of Premises No 60, Ashoke Avenue), District 24 Pargans (South) morefully described in the SCHEDULE " D' hereto.

(h) **BUILDING** – shall mean building to be constructed as per plan Sanctioned by the K. M. C. on the said <u>Kolkata Municipal Corporation Premises No. 226/1, Netaji</u>

Subhash Chandra Bose Raod, (Formally Portion of Premises No 60, Ashoke Avenue), District 24 Pargans (South)

(i) **COMMON PORTION - Shall** mean all the common areas and installation to comprises after the development, morefully described in the SCHEDULE "" hereto.

(j) **PLAN** - Shall mean the Plans of the building Sanctioned by the Kolkata Municipal Corporation being no. Sanction Vide No . 21700064 / dated. 28.06.2017.

(k) **PROJECT** - Shall mean the work of development undertaken to be done by the Owner/Vendor /Developer in pursuance thereof till the development of the premises be completed and possession of the completed units is taken over by the unit owners.

(I) PROPORTIONATE – With all its cognate variation shall mean such ratio of the Covered Area of any unit or units be in relation to the Covered Area of all the units in the New Building.

(m) UNIT OWNERS – Shall mean any person who acquires, holds and /or owns and /or agrees to acquire hold and /or own any unit in the Building and shall include the owner and the Builder/Contractor for the units held by them from time to time.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows :-

VENDOR (1) That the OWNER / shall transfer the said Flat on the being Flat No measuring an FloorSide, area Floor being Car Parking being No measuring an areasq ft situated at being Kolkata Municipal Corporation Premises No. 226/1, Netaji Subhash and Chandra Bose Raod, (Formally Portion of Premises No 60, Ashoke Avenue), Kolkata-700 040, District 24 Pargans, more fully and Particularly described in the Schedule "B"

written hereunder together with undivided proportionate share of land and common area and facilities

(3) That the Purchaser herein have this day paid to the Developer / First Part herein a Sum of Rs(Rupees) only as an advance / part consideration for the said flat . Balance amount of the total consideration shall pay by the Purchaser to the Owner / Vendor /Developer as per payment schedule "C" written hereunder

(6) That the Vendor/ Owner shall only deliver to the purchaser/s of the flat the received entire balance consideration money of his /her flat as well as extra payment for any extra work, if any.

(7). That the Vendor/ Owner / Party of the First Part herein shall deliver to the purchaser herein the Completion Certificate at the cost of owner when it will be found from the K.M.C .

(8) That the Purchaser agree not to claim any reduction or rebate in the consideration agreed to be paid by the Purchaser to the Vendor/ Owner for an reason whatsoever or howsoever.

(9) That the Owner / First Part herein shall sign, execute and also register a Deed of Conveyance in favour of the Purchasers / Party of the Second part herein .

(10) The Deed of Conveyance for the completion of the said envisaged shall be such as Draft and finalized by the Advocate of the Developer.

(11) That the Purchaser shall / bear all costs of registration of Deed of Conveyance and other expenses at the time of registration.

(12) That the Purchaser shall bear to the Owners Association proportionate maintenance charges in respect of their Flat from time to time.

(13) That the possession letter as well as the possession of the said flat will be handoverby the Vendor/ Owner along with the Completion Certificate subject to availability, at the time of full and final payment

(14) Time for payment shall always be essence of the contract and the purchaser hereby agreed not to withhold payment for any reason whatsoever or howsoever.

(15) That the Purchaser agree not to claim any reduction or rebate in the consideration agreed to be paid by the Purchasers to the Owners for an reason whatsoever or howsoever.

(16) The Owner shall sign execute and also register a Deed of Conveyance in favour of the Purchaser / Party of the Second part .

(17) That the purchaser shall / bear all costs of registration of Deed of Conveyance and other expenses at the time of registration.

(18). That the Purchaser shall bear to the Owners Association maintenance charges in respect of the Flat from time to time.

That after booking the flat, in case the purchaser herein fails and /or (19). pay the said total balance amount as per payment schedule then this neglect to agreement will be automatically treated as cancel and the amount paid by the refund after deducting of 10% of the total amount paid and the purchaser will be developer after sell the said flat to new intending buyer's. and the developer shall have every right to enter into an agreement with the third party/person for sale the said flat and car parking space and in this regard the purchaser shall not raise any objection..

(20) That if any work which is not mentioned in the construction specification hereunder then and in that case the purchaser shall pay to the developer the extra charges for the said extra work before staring the said extra work.

(21) If any internal addition or alteration to be made by the purchaser as per rules and regulation by the K.M.C then and in that case the entire cost to be borne by the purchaser

(22) Not to make in the said flat / Car Parking Space on the said building any structural addition and / or alteration of beam, Columns, partition walls etc or remove or place any wall or make any kind of alteration or improvement of a permanent nature except with the prior approval in writing of the owners / holding organization/ K. M. C and also the concerned authority. If do so then and in that case the if any damages then in that case the developer will not be liable and / or responsible for the same

(23). That the developer shall only deliver to the purchaser/s of the flat witin 6 months from this day after received entire balance consideration money of his /her flat as well as extra payment for any extra work, if any.

SCHEDULE "A" REFERRED TO ABOVE

(Description of the premises)

ALL THAT piece and parcel of bastu land measuring an area of <u>07 (Seven</u>) <u>Ottahs 14 (Fourteen) Chittaks (actual measurement 8 Cottahs 5 Chittaks and 25 sq ft be the same a little more or less together with a proposed G Plus Four storied dewlling house at Mouza - Khanpur, J. L. No 46, Touzi No 151 & 152 being the Souhern Part of the plot no 60 of the building Estate Scheme Known "Ashoke Park " bearing Municipal Premises No 226/1, Netaji Subhash Chandra Bose Road, (</u>

<u>Formally Portion of Premises No 60, Ashoke Avenue), District 24 Pargans)</u>, the said plot of land butted and bound in the following manner :

ON THE NORTH : Property of M/S. B M C Con

ON THE SOUTH : 20' -0" wide Road

ON THE EAST : Ashoke Avenue

ON THE WEST : Premises No 230A, S.C Bose Road

SCHEDULE "B" REFERRED TO ABOVE

(Purchasers' Allocation)

ALL THAT a proposed Flat on the Floor Side, being Flat No measuring an areaSq. ft. (Approx) Super built up area and a Covered Garage on the Ground Floor being Car Parking being No measuring an areasq ft situated at and being Kolkata Municipal Corporation Premises No. <u>226/1, Netaji Subhash Chandra Bose Raod, (Formally Portion of Premises No 60,</u> <u>Ashoke Avenue</u>), Kolkata- 700 040, Kolkata Municipal Corporation Ward No 98, District – 24 Parganas (S), together with undivided proportionate share of land and other common facilities, Consisting of Bed room, Drawing Cum Dining room, Kitchen, Bath cum Privy, W.C and balcony.

SCHEDULE "C" REFERRED TO ABOVE

(Payment Terms)

SCHEDULE – "D" REFERRED TO ABOVE

(Construction Specification)

1. FOUNDATION : The building will have be of R. C. C. structure .

2. WALLS & PLASTER : Exterior walls will comprised of 200 mm thick brick works in cement sand (1:6) mortar and will be plastered with cement sand (1:5) and finished with cement – based paints.

3 Interior walls between two adjacent apartments will be made up of 125 mm thick brick works and will finished with plaster of Paris only.

4. Interior walls inside each apartment will be built up of 75 mm thick brick works in cement sand(1:4) mortar with plastered with cement sand(1:5) and finished with plaster of Paris only.

5 FLOORING AND SKIRTING : All the floors including skirting and also balcony shall be made with fully Victfide, Kitchen and Bath Room will be provide with white marble. Bath room will be with two steps. Stair Case will be Marble.

6. .DOORS : The main door will be Sal wood frame and door will solid flash door with decorative door skin. The main door shall be Provided with one lock. All other doors such as bed rooms, Kitchen, and balcony door will be of flush door with fittings. Toilet will be provided with flush door

7. WINDOW : All windows glazed Aluminum sliding window with fiited tinted glass .

8. **KITCHEN** : Kitchen will be furnished with modern kitchen & fittings The Cooking platform will be green top slab. Above the platform designed glazed tiles up to a height of 3' - 0' will be provided. One Stainless steel sink 20' X 16' with one C.P. bib Cock for cold water will be provided.

9. TOILET FITTINGS : The toilet will be finished designed Glazed tiles upto a height of 6'-0'. European style chocolate Commode & W.C. Complete with cisterns with plastic seat and cover for commods 1 nos washing basin (white) C.P. Pillar Cock (Cold) only Shower line with standard bib cock one and having one hot and cold water taps, with complete concealed pipe lines and C.P. fittings in one toilets. Toiletrs will have provision for one gyser point, Commod .cistern and choclet colour basin will be provided of ISI Company and all other fittings C.P.fittings will be ISI Brand.

10. ELECTRICALS : Concealed copper electric wiring of will be used in the entire Apartment and all the Modular switches will be provided.

11. [a] BED ROOMS -----Two light points, One fan point, One plug point and one A.C. each Bed room of each flat.

[b] LIVING / **DINING ROOM**------ Two light points, Three fan point, one T.V, point intercom facility in the living room.

12. EXTRA WORK : Special fitting , flooring , fixtures in the Flat will be provided at extra cost to be deposited before execution of the specified work , subject to feasibility .

13. One Lift for 5 (Five) person,

THE SCHEDULE - "E" ABOVE REFERRED TO (THE COMMON AREAS AND FACILITIES)

1. The land described in the Schedule "A", hereinabove.

2. Staircase, having lighting, fixtures and fittings.

3. That the entire roof of the said building only for the Owner of the plot

4. Overhead and under ground water tanks and distribution pipes to the different Flats.

5. Electrical wiring from ground floor to the Flats to respectively and switches

6. Water and Sewerage evacuation pipes from the Flats to drains, sewer common to the said building

7. Septic tank,

8. Boundary Walls and Gate in respect of the said premises and all areas or part of the building required for egress and ingress to and from the respective Flats

9. Common Electric Meter Space under the Stair.

10. Common Pump space.

SCHEDULE -- "F" REFERRED TO ABOVE

(COMMON EXPENSES TO BE BORNE BY THE PURCHASERS).

(a) Cost and Expenses for maintenance, repairing decorating etc, of the said building and the said common areas and facilities be enjoyed and used by the purchasers in common with the owners of other flats / apartments .

(b). Cost of cleaning and lighting of passage, landing, staircase and other parts of the said building to be enjoyed or used by the purchasers in common as aforesaid.

© Electricity charges for the pump, motor and common lights etc .

(d). Cost of working and maintenance of common services, such as line of filtered and unfiltered water, sewerage of drains, rain water and water pipes etc.

(e). Cost of consumption of water as may be charged by the Calcutta Municipal Corporation .

(f). Cost of decoration of the exterior wall of the said building from time to time.

IN WITNESSES WHEREOF the parties hereto set sealed and subscribed their respective hands and seal on this day month and year above written.

WITNESSESS

SIGNATURE OF OWNER / VENDOR

1

SIGNATURE OF PURCHASER

MEMO OF CONSIDERATION

RECEIVED a sum of Rs.(Rupees) only from the above named Purchaser / second part herein as first payment for the above purpose with G.S.T in presence of the following witnesses and in the follow

Total = Rs. -....

(Rupees) only

WITNESSESS

SIGNATURE OF OWNER /VENDOR

1