

**Deed of Conveyance**

**THIS Deed of Conveyance** is made on this                      day of                      ,  
Two Thousand Nineteen (2019).

**AMONGST**

(1). **SEIKH MOHIUDDIN** (PAN no. **ANXPM9589Q**), son of Abul Kalam and  
(2). **SEIKH SALIM UDDIN** (PAN no. **EGVPS0539B**), son of SK Mohiuddin, both  
are by Faith - Muslim, by Nationality - Indian, by Occupation - Business,  
both are residing at Raigachhi, P.O. & P.S. Rajarhat, Kolkata - 700135,  
District North 24-Parganas, hereinafter called the "**OWNERS**" (which expression  
shall unless excluded by or repugnant to the subject or context here of be deemed to  
mean and include **their** heirs, executors, administrators, representatives, assigns,  
nominee or nominees and also Successors and Legal heirs) of the **FIRST PART**.

**AND**

**M/S. SWEET HUT DEVELOPERS** (PAN no. **ABZFS4538D**), having its Office at 41, B.B.  
Ganguli Street, Kolkata - 700 012 and also at 25A, Park Street, Karnani Mansion, 1<sup>st</sup>  
Floor, Room No - 113, P.O. & P.S. Park Street, Kolkata - 700 016, represented by its  
partners namely (1). **SRI. ALOK BANERJEE** (PAN no. **AEDPB9475K**), son of Late Tinkori  
Banerjee, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at premise  
no. 15/3A, Chinar Park, Kolkata - 700 157, P.O. Hatiara, P.S. Baguati, District - 24Parganas  
(North) and (2). **SRI. ARINDAM BANERJEE**, (PAN no. **AEFPB8754F**), son of Sri. Alok  
Banerjee, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at  
premises no. 23, Chinar Park, "Star Enclave", Block - A, 3<sup>rd</sup> Floor, P.O. Hatiara, P.S.  
Baguati, Kolkata - 700 157, hereinafter called and referred to as the  
"**DEVELOPER/PROMOTER**" (which expression shall unless excluded by or  
repugnant to the subject or context be deemed to mean and include **its** legal  
heirs, executors, administrators, representatives, assigns, nominee or nominees)  
of the **SECOND PART**

**AND**

(1) -----, (PAN no. \_\_\_\_\_), Son of \_\_\_\_\_,  
by faith - \_\_\_\_\_, by nationality - \_\_\_\_\_, by Occupation - \_\_\_\_\_ and (2). -----  
-----, (PAN no. \_\_\_\_\_), wife of \_\_\_\_\_, by faith - \_\_\_\_\_, by nationality  
- \_\_\_\_\_, by Occupation - \_\_\_\_\_, both are residing at premises no.  
, hereinafter called and referred to as the "**JOINT PURCHASERS**" (which terms or  
expression shall unless excluded by or repugnant to the context be deemed to mean  
and include **their** heirs, executors, administrators, legal representatives and assigns) of  
the **THIRD PART**.

**WHEREAS** one **Samsul Haque** was the lawful recorded owner in respect of  
a plot of shali land measuring 10 Decimal lying and situated at **Mouza -**  
**Raigacchi**, J.L. No. 12, R.S. No. 194, Touzi No. 169, comprised in **R.S.**  
**Khatian No. 341**, Hal Khatian No. 1064, **R.S. Dag No. 198**, within the local  
limits of **Rajarhat-Bishnupur 1 No. Gram Panchayet, P.S. Rajarhat**, under  
A.D.S.R.O. Bidhannagar (Salt Lake City), District North 24-Paerganas.

**AND WHEREAS** while in absolute peaceful possession of the said property  
said **Samsul Haque** sold, transferred and conveyed **02 (Two) Decimal** of  
land out of total 10 decimal land to **Rizia Khatun alias RiziaBibi**, the owner  
therein, by virtue of a **Deed of Conveyance being Deed No. 9112 for the**  
**year 1982** dated 27.09.1982 which was registered at Sub-Registry Office  
Cossipore-Dum Dum and recorded in Book No. I, Volume No. 372, Pages  
from 7 to 10.

**AND WHEREAS** after acquiring the said property said **Rizia Khatun alias Rizia Bibi**, the owner therein, recorded her name in the **L.R. Settlement as Khatian No. 1220/1 and Dag No. 198**. Thereafter said **Rizia Khatun alias Rizia Bibi**, the vendor/owner therein, constructed a tile shed kutcha residential structure upon the said property measuring 100 Sq. ft. more or less and had been enjoying the same as absolute owner and possessor thereof with absolute power of ownership and also power and/or right to sell, lien, gift, mortgage, assign the same to anybody else in any way as they will think fit and proper.

**AND WHEREAS** one **Abdul Hamid**, the owner therein, son of Late Abdul Rahim absolutely seized and possessed his right, title and interest **ALL THAT** piece and parcel of a plot of land measuring **04 (Four) Decimal** more or less in **R.S. Dag No. 486** and also a plot of land measuring **18.50 (Eighteen Point Five Zero) decimal** more or less in **R.S. Dag No. 535**, lying and situated **Mouza - Raigacchi**, J.L. No. 12, R.S. No. 194, Touzi No. 169, comprised in **R.S. Khatian No. 341**, Hal Khatian No. 1064, within the local limits of **Rajarhat-Bishnupur 1 No. Gram Panchayet, P.S. Rajarhat**, under A.D.S.R.O. Bidhannagar (Salt Lake City), District North 24-Parganas, totaling a shali land measuring **22.50 (Twenty Two Point Five Zero) decimal** more or less by virtue of inheritance from his father and mother and by virtue of **Farayez**.

**AND WHEREAS** during his lifetime said **Abdul Hamid**, the owner therein, made a **Deed of Aachhiyatnama** in favour of **Rizia Khatun alias Rizia Bibi and SEIKH SALIM UDDIN**, the **owner no.2 herein**, on 20.07.2000 at A.D.S.R.O. Bidhannagar (Salt Lake City) and recorded in Book No. III, Volume No. 2, Pages from 113 to 122 **being Aachhiyatnama Deed No. 76 for the year 2000**. Thereafter the death of said Abdul Hamid on 28.12.2005, the said Rizia Khatun alias Rizia Bibi became the absolute owner of a total land measuring **01 (One) Acre 43 (Forty Three) Decimal**, out of which 13 (Thirteen) Decimals lying and situated in **Mouza - Rekjoani**, J.L. No. 13, Kri Khatian No. 703, Hal Dag No. 521, under **P.S. Rajarhat**, District North 24-Parganas and **01 (One) Acre 30 (Thirty) Decimals** lying and situated in **Mouza - Raigachhi**, J.L. No. 12, R.S. No. 194, Touzi No. 169, Kri Khatian Nos. 845 and 1551 in different Dag Nos. under **P.S. Rajarhat**, District North 24-Parganas and said **SEIKH SALIM UDDIN**, the **owner no.2 herein**, became the absolute owner of a piece and parcel of land measuring **59 (Fifty Nine) Decimal**, lying and situated in **Mouza - Raigachhi**, J.L. No. 12, R.S. No. 194, Touzi No. 169, Kri Khatian Nos. 845 and 1551 in different Dag Nos. under **P.S. Rajarhat**, District North 24-Parganas and the said **Rizia Khatun alias Rizia Bibi** and **SEIKH SALIM UDDIN**, the **owner no.2 herein**, had been enjoying the same as absolute owner and possessor thereof with absolute power of ownership and also power and/or right to sell, lien, gift, mortgage, assign the same to anybody else in any way as they will think fit and proper.

**AND WHEREAS** after obtaining the said property said **SEIKH SALIM UDDIN**, the **owner no.2 herein**, by way of **Deed of Aachhiyatnama**, muted his name in **L.R. Khatian No. 2273** and had been paying relevant taxes regularly to the local competent authority and enjoying the said property

without any interruption and they have the every right, title and interest thereto and the said property is free from all encumbrances, charges, liens, lispendences, demands, claims, hindrances, debts dues and attachments whatsoever and also have the every right to transfer, sold, gift, mortgage, lien, assign the same to any other person or persons he through fit and proper.

**AND WHEREAS** after obtaining the said property said **RiziaK hatun alias Rizia Bibi**, the vendor/owner therein, by way of **Deed of Aachhiyatnama**, the Owner herein, **muted** her name in **L.R. Khatian No. 2250** and had been paying relevant taxes regularly to the local competent authority and enjoying the said property without any interruption and they have the every right, title and interest thereto and the said property is free from all encumbrances, charges, liens, lispendences, demands, claims, hindrances, debts dues and attachments whatsoever and also have the every right to transfer, sold, gift, mortgage, lien, assign the same to any other person or persons he through fit and proper.

**AND WHEREAS** due to urgent need of money and some unavoidable circumstances said **RiziaK hatun alias Rizia Bibi**, the vendor/owner therein, sale, transferred and conveyed her plot of shali land measuring **0.0150 decimal** more or less equivalent to **14 (Fourteen) Chittacks 23 (Twenty Three) Sq. ft.** more or less together with one tile shed kutcha residential structure measuring 100 Sq. ft. more or less standing thereon and also a shali land measuring **22.16 decimal** more or less equivalent to **13 (Thirteen) Cottahs 06 (Six) Chittacks 24 (Twenty Four) Sq. ft.** more or less all totaling shali land measuring **0.2366 decimal** more or less equivalent to **14 (Fourteen) Cottah 05 (Five) Chittack 02 (Two) Sq. ft.** more or less to **SEIKH MOHIUDDIN**, the vendor/owner no.1 herein, son of Abul Kalam, the vendor/owner no.1 herein.

**AND WHEREAS** after obtaining the said property said **SEIKH MOHIUDDIN**, the vendor/owner no.1 herein, by way of **Deed of Aachhiyatnama**, the Owner herein, **muted** his name in **L.R. Khatian No. 2355** and had been paying relevant taxes regularly to the local competent authority and enjoying the said property without any interruption and they have the every right, title and interest thereto and the said property is free from all encumbrances, charges, liens, lispendences, demands, claims, hindrances, debts dues and attachments whatsoever and also have the every right to transfer, sold, gift, mortgage, lien, assign the same to any other person or persons he through fit and proper.

**AND WHEREAS** after acquisition of land by P.W.D for the purpose of extension of road at present the measurement of land in **R.S. & L.R. Dag No. 535(P)** of **SEIKH MOHIUDDIN**, the vendor/owner no.1 herein, is **08 Cottah 03 Chittack 10 Sq. ft.** out of 0.1850 decimal more or less equivalent to 11 (Eleven) Cottah 03 (Three) Chittack 03 (Three) Sq. ft. lying and situated in **Mouza - Raigachhi**, J.L. No. 12, R.S. No. 194, Touzi No. 169, **L.R. Khatian No. 2355**, under **P.S. Rajarhat**, within the local limits of **Rajarhat-Bishnupur 1 No. Gram Panchayet**, under A.D.S.R.O. Rajarhat, District North 24-Parganas.

**AND WHEREAS** after obtaining the said property said **SEIKH SALIM UDDIN**, due to urgent need of money and some unavoidable circumstances sale some portion of his property to different persons in different times and the P.W.D. also acquire some portion of land for the purpose of extension of road after that the measurement of land of the land in **R.S. & L.R. Dag No. 535(P)** of **SEIKH SALIM UDDIN**, the vendor/owner no.2 herein, is **1 (One) Cottha 4 (Four) Chittak 40 (Forty) Sq. ft.** [out of 19 Dec land in **R.S. & L.R. Dag No. 535(P)** lying and situated in **Mouza - Raigachhi**, J.L. No. 12, R.S. No. 194, Touzi No. 169, **L.R. Khatian No. 2273**, under **P.S. Rajarhat**, within the local limits of **Rajarhat-Bishnupur 1 No. Gram Panchayet**, under A.D.S.R.O. Rajarhat, District North 24-Parganas.

**AND WHEREAS** Now **SEIKH MOHIUDDIN**, the **Owner no.1** herein, is thus well seized and possessed or of otherwise well and sufficiently entitled to the land measuring an area **08 Cottah 03 Chittack 10 Sq. ft.** [out of 0.1850 decimal more or less equivalent to 11 (Eleven) Cottah 03 (Three) Chittack 03 (Three) Sq. ft. land in **R.S. & L.R. Dag No. 535(P)**] lying and situated at **Mouza - Raigachhi**, J.L. No. 12, Re.Sa. No. 194, Touzi No. 169, comprised in **L.R. Khatian No. 2355**, **R.S. & L.R. Dag No. 535(P)**, within the local limits of **Rajarhat-Bishnupur 1 No. Gram Panchayet**, **P.S. Rajarhat**, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, morefully described in the **Schedule 'A'** written hereunder.

**AND WHEREAS** Now **SEIKH SALIM UDDIN**, the **Owner no.2** herein, is thus well seized and possessed or of otherwise well and sufficiently entitled to the land measuring an area **1 (One) Cottha 4 (Four) Chittak 40 (Forty) Sq. ft.** [out of 19 Dec land in **R.S. & L.R. Dag No. 535(P)**] lying and situated at **Mouza - Raigachhi**, J.L. No. 12, Re.Sa. No. 194, Touzi No. 169, comprised in **L.R. Khatian No. 2273**, **R.S. & L.R. Dag No. 535(P)**, within the local limits of **Rajarhat-Bishnupur 1 No. Gram Panchayet**, **P.S. Rajarhat**, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, morefully described in the **Schedule 'B'** written hereunder.

**AND WHEREAS** the **Owners** herein became the absolute owners of the Schedule property and mutated their names in **L.R. Khatian No. 2355 & 2273** respectively and also in the records of **Rajarhat Bishnupur 1 no. Gram Panchayat** as recorded owner and are paying Panchayat taxes in their names as absolute owners and occupiers thereof and possessed and enjoyed the said property free from all encumbrances.

**AND WHEREAS** the said **SEIKH MOHIUDDIN and Sri SEIKH SALIM UDDIN** jointly decide to amalgamate their share of into one single plot in **9 (Nine) Cottha 8 (Eight) Chittak 5 (Five) Sq. ft.** for the benefit of sanctioning a building plan jointly and to construct buildings jointly in the said plot of total land. On the basis of the said joint decision, the said **SEIKH MOHIUDDIN and Sri SEIKH SALIM UDDIN** jointly amalgamated the aforesaid plots into one single plot and became the absolute joint owners of the land in total measuring **9 (Nine) Cottha 8 (Eight) Chittak 5 (Five) Sq. ft.** along with tile shed structure measuring an area **1000 (One Thousand) Sq. ft.** more or less lying and situated at **Mouza - Raigachhi**, J.L. No. 12, Re.Sa. No. 194, Touzi No. 169, comprised in **L.R. Khatian Nos. 2355 & 2273**, **R.S. & L.R. Dag No. 535(P)**, within the local limits of **Rajarhat-Bishnupur 1 No. Gram**

**Panchayet, P.S. Rajarhat**, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, morefully described in the **Schedule 'C'** written hereunder by way of **Deed of Amalgamation being No** for the year 2015 duly registered on registered in the Office of the A.D.S.R. Rajarhat and recorded in Book No. , CD Volume No. , Pages - to .

**AND WHEREAS** said **Owners** herein seized and possessed and enjoyed the said property more fully described in the **Schedule 'C'** hereunder written and is otherwise well and sufficiently entitled to the said property and uninterruptedly enjoyed the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to sell, convey and transfer the same to any intending person or persons as the present Owners shall think fit and proper.

**AND WHEREAS** during the possession of the said **Owners** herein intend to develop **ALL THAT** a piece or parcel of land morefully described in the **Schedule 'C'** written hereunder by raising construction a new **Multistoried Building** and thus enquired and discussed with various Contractors, Developers regarding construction of a new **Multistoried Building** and gained knowledge thereto.

**AND WHEREAS** upon discussion with such building Contractors, **Developers** regarding construction the said present **Owners** realized that it was not within their means and financial capacity to afford the cost and express required for construction of a new **Multistoried Building** as per plan to be sanctioned by District & Executive Engineer (P & RD), N-24 Parganas Zilla Parishad and Executive Officer, Rajarhat Panchayat Samity and they have approached to the above named Developer / Confirming Party to help them in the matter of implementation of their idea of erecting the proposed new **Multistoried Building** as per said proposed plan to be sanctioned by the said authorities by securing Intending Purchaser for residential and as well as commercial unit to be constructed according to the building plan to be sanctioned by the said authorities.

**AND WHEREAS** on hearing such intention of the **Owners**, the **Developer/ Confirming Party** herein approached that they are agreed to undertake the aforesaid job, where the Vendors accepted the same under some terms and conditions mentioned thereon.

**AND WHEREAS** by the **Development Agreement being Deed No. for the year 2015** duly registered on in the office of A.D.S.R. Rajarhat, recorded in Book No. , Vol. No. , Pages from to , made between the **Vendors** and **Developer**, the **Developer / Confirming Party** agreed to develop the said land morefully described in the **Schedule 'C'** written hereunder by making construction of a new **Multistoried Building** thereon consisting of several numbers of flat, shops, garages according with the building plan to be sanctioned and approved by the competent authority.

**AND WHEREAS** after execution of the aforesaid **Development Agreement** by and between the **Owners** and **Developers / Confirming Party** herein the **Owners** made and executed a **General Power of Attorney being Deed No.** for the year 2015 in favour of **Sri Alok Banerjee** and **Sri Arindam Banerjee**, the **Developer / Confirming Party** herein and thus appointed the **Developer / Confirming Party** herein as the Attorney of the vendors and the same has been duly registered on in the office of A.D.S.R. Rajarhat, recorded in Book No. , Vol. No. , Pages from to .

**AND WHEREAS** the **Developer / Confirming Party** herein with a view to develop the said land by way of construction consists of numbers of flat, in the **G+5 storied building**, formulated scheme and necessary plans and specification for the purpose of construction of the said apartment building.

**AND WHEREAS** under the aforesaid **Development Agreement**, the **Owners** specifically granted right to the **Developer / Confirming Party** to enter into Agreement for sale of Flat or portion of the building and further more by **General Power of Attorney** executed immediately after the execution of the said Development Agreements, the Vendors authorizes the **Developer / Confirming Party** to sell and transfer all the flats and portion of the building and enter into all contracts and agreement in connection thereof to any intending Purchaser or Purchasers save and except the allocated portion of the **Owners** in terms of the **Development Agreement dated** .

**AND WHEREAS** by the **Development Agreement dated** the **Developer / Confirming Party** have been empowered to build the proposed building upon the said land in accordance with the Sanctioned Plan or enter into any contract or agreement with the intending Purchaser/s or take advance from the said intending Purchaser/s against the respective unit and also **Developer / Confirming Party** have been empowered to collect the consideration money from the sale of **Developer's allocation** from the intending Purchaser/s and issue money receipt in their own name and moreover take advance of consideration money from the intending Purchaser/s for **Developer's allocation** only.

**AND WHEREAS** by virtue of the said **Development Agreement** and vested power the **Developer** has taken delivery of peaceful and khas possession of the land specifically mentioned in the **Schedule 'A'** hereunder written.

**AND WHEREAS** on being empowered and authorized by the **Owners**, the **Developers / Confirming Party** herein started construction of the said proposed building upon the said land as per **Plan being no. 4** sanctioned and approved by the **N-24 Parganas Zilla Parishad and Rajarhat Panchayat Samity** on 22.09.2014.

**AND WHEREAS** in terms of the said **Development Agreement** and as per said sanctioned building plan, the **Developer / Confirming Party** started the remaining work of the said building which is now going in progress.

**AND WHEREAS** the **Developer** and the **Owners** declare and confirm that the said Flat / Unit / Covered Space is forming part of **Developer's Allocation**.

**AND WHEREAS** the **Developer** herein has invited offers to sell one residential **Flat being no.** , on the **floor** of **SIGNATURE** measuring more or less **sq. ft. (Approx** ) Super built up area (including service area + proportionate Staircase and Lift area) consisting of 2 (two) Bed Rooms, 1 (one) Drawing cum Dining Space, one Kitchen, 2 (two) Toilets and 2 (two) Balconies with **Vitrified Tiles flooring** and **Lift facility** of the **G+4 storied building** more fully described in the **Schedule 'B'**, "hereinafter referred to as the said residential **Flat**" at or for the consideration of **Rs.** **/-(Rupees** ) only @ **Rs.** **/- per sq. ft.** including all rights to use as common service - areas of the said building, more fully described in the **Schedule 'D'** hereunder written, as per provisions of the West Bengal Apartments Ownership Act, 1972 and the **Purchaser/s** shall pay a sum of **Rs.** **/-(Rupees** ) only to the **Developer / Confirming party** for installations of New Electric Service line including

**2).** That on receiving the full consideration money of the said residential **Flat** from the

said **Purchaser/s**, the **Developer / Owners** shall execute a Deed of Conveyance of the aforesaid residential **Flat** at in the name of the said **Purchaser/s** and handover the physical and habitable possession of the said residential **Flat** to the **Purchaser/s**. All registration cost of the said residential **Flat** will be borne by the **Purchaser/s**.

3). If the **Purchaser/s** fail to pay the balance as agreed as per **Schedule 'E'** in that case the **Developer** shall cancel this Agreement and may forfeit 20% of the advance money paid by the **Purchaser/s** in this Agreement and return the balance amount after 6 (six) month from the date of cancellation of this agreement and the **Developer** shall sell the said residential **Flat** to any person or persons and for this the **Purchaser/s** shall not raise any objection for the same. The time is the essence of this contract and it will not be extended.

4). That the **Purchaser/s** may transfer the said residential **Flat** by way of mortgage or Gift or Sale or in any way whatsoever after paying the full consideration amount of the said residential **Flat** to the **Developer** and also after registration of the said residential **Flat** in the name of the **Purchaser/s**.

5). That the **Purchaser/s** pay all expenses for the documents whichever necessary for their personal requirement such as Government Pleader Certificate for Non-encumbrances, for valuation Certificate, Search Report from Advocate etc.

6). That the **Purchaser/s** shall pay the maintenance charges of the said building per month from the date of delivery of possession or receive the letter of possession of the said residential **Flat** from the **Developer**.

7). That the **Purchaser/s** shall pay the panchyat taxes of the said building proportionately from the date of receipt the possession letter from the **Developer**.

8). That the Agreement for Sale and Deed of Conveyance shall be prepared by the Developer's Advocate Mr. Swapnadip Das and the registration charges and all other expenses i.e. 1% of the market value determined by the concerned Registry Office should be deposited by the **Purchaser/s** to the **Developer** direct.

9). Any dispute or difference amongst or between any of the parties hereto arising out of and / or relating to and / or connected with the said residential **Flat** and / or the Memorandum of any term or condition herein contained and / or relating to interpretation thereof shall be referred to the appropriate court of law within whose jurisdiction the property situates.

#### **OWNER'S / DEVELOPER'S COVENANT**

The **Developer / Owners** herein do hereby undertake, confirm and assure the **Purchaser/s** and covenant as under :-

- a). that the **Developer / Owners** is the absolute owner of the residential **Flat** measuring more or less **sq. ft. (Approx )** on the **th Floor** of **SURYAKIRAN APARTMENT**, more fully described in the **Schedule 'B'** and is lawfully entitled to convey and transfer this property unto the **Purchaser/s**;
- b). that no right of easement of any kind is available to any other person or persons in respect of the use and the enjoyment of the said property;
- c). that the said property is free from all encumbrances, attachments and other charges and that all rates and taxes due in respect thereof have been paid up to the date of sale and in the event of any encumbrance or public charges aforesaid

are or is hereafter found to be due in respect of the same, the vendor shall forthwith pay the same to the appropriate authorities.

**PURCHASER'S COVENANT**

At or before the execution of this Agreement the **Purchaser/s** has independently examined & verified or caused to be examined and verified, inter alia the following and have fully satisfied themselves with the following :-

- a)** The title of **Owners** in respect of the said premises.
- b)** The construction made in the said premises.
- c)** Covered Area and the Super built up area of the said residential **Flat**, as may be certified by the Architect.
- d)** The Specification and Common Portions of the Project.
- e)** The use of the open space, front space, open or covered or covered stack area and area for other user.
- f)** The right of the other space Owners/Occupants/Flat Owners in the said building.
- g)** Liability of the **Purchaser/s** to pay and bear the common expenses and other outgoings in respect of the premises proportionately and the said unit wholly.
- h)** The plan, elevation, structural stability of the said building.
- i)** The workmanship and materials used in the construction of the new building at the said premises.
- j)** To observe and perform the rules regulations restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.
- k)** Co - operate - with the **Owners / Developer** in the management and maintenance of the premises and formation of the association.
- l)** To allow the **Owners / Developer** and with or without workmen to enter into the said unit at all reasonable times for construction and completion of the building and the common purpose and to view and examine the costs and conditions thereof.
- m)** To use the said residential **Flat** only for the purpose it is constructed unless otherwise permitted by the **Owners / Developer** or by the association after it is formed.
- n)** Not to put a name plate or letter box or neosign board in the common areas on the outside of the building save at the place be approved or provided by the **Developer** provided however that nothing contained herein shall prevent the **Purchaser/s** from putting the name plate outside the main gate of the said residential **Flat**.
- o)** Not to decorate the exterior of the building outside than in the manner agreed by the **Developer** in writing or in the manner as near as may be in which it was previously decorated.
- p)** Not to deposit or throw or permit to be deposited any rubbish or refuse or waste in the staircase landing lobby or any other common areas of the building.
- q)** Not to commit or permit to be committed any alteration or changes in pipes conducts and other fixtures and fittings services of the building and the said unit.
- r)** To pay Panchyat and all other rates taxes and impositions in respect of the said building and the premises proportionately and the said unit wholly. It is being

clarified so long the said unit is separately assessed by the Panchyat authorities the **Purchaser/s** has to deposit the amount towards the **Purchaser/s** liability for such rates taxes and impositions (after taking possession).

- s)** Not to keep any inflammable goods in the said unit.
- t)** Not to raise any objection in respect of amenities / facilities provided by the **Developer** in the said building Complex.

**PURCHASER'S INDEMNITY**

- a)** The proportionate share of the **Purchaser/s** in various matter referred herein shall be such as be determined by the **Developer** and Purchaser/s shall be bound to accept the same notwithstanding the minor variations therein.
- b)** The undivided share in the premises and the common areas and installations shall be worked out on the basis of the proportion of the super built up area. In case the **Developer** construct or cause to be constructed more area or less than that planned by the **Developer** then in such event the undivided share of the Purchaser/s in the land comprised in the premises and also in the common areas and installations may be increased or reduced slightly and the **Purchaser/s** right shall not be affected by such variation in the share of the land and the common areas and installations.

**SCHEDULE "A" ABOVE REFERRED TO**  
**(Description of the Land and Property)**

**ALL THAT** a piece or parcel of land measuring an area of **08 Cottah 03 Chittack 10** Sq. ft. [out of 0.1850 decimal more or less equivalent to 11 (Eleven) Cottah 03 (Three) Chittack 03 (Three) Sq. ft. land in **R.S. & L.R. Dag No. 535(P)**] lying and situated at **Mouza - Raigachhi**, J.L. No. 12, Re.Sa. No. 194, Touzi No. 169, comprised in **L.R. Khatian No. 2355, R.S. & L.R. Dag No. 535(P)**, within the local limits of **Rajarhat-Bishnupur 1 No. Gram Panchayet, P.S. Rajarhat**, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, which is butted and bounded as follows :-

ON THE NORTH	Rajarhat Main Road (211 Bus Route)
ON THE SOUTH	R.S. Dag no. 536 (P)
ON THE EAST	<b>8 ft wide common passage</b>
ON THE WEST	R.S. Dag no. 535 (P)

**SCHEDULE "B" ABOVE REFERRED TO**  
**(Description of the Land and Property)**

**ALL THAT** a piece or parcel of land measuring an area of **1 (One) Cottha 4 (Four) Chittak 40 (Forty)** Sq. ft. [out of 19 Dec land in R.S. & L.R. Dag No. 535(P)] lying and situated at **Mouza - Raigachhi**, J.L. No. 12, Re.Sa. No. 194, Touzi No. 169, comprised in **L.R. Khatian No. 2273, R.S. & L.R. Dag No. 535(P)**, within the local limits of **Rajarhat-Bishnupur 1 No. Gram Panchayet, P.S. Rajarhat**, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, which is butted and bounded as follows :-

ON THE NORTH	<b>Rajarhat Main Road (211 Bus</b>
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	Route)
ON THE SOUTH	R.S. Dag no. 536 (P)
ON THE EAST	R.S. Dag no. 535 (P)
ON THE WEST	R.S. Dag no. 535 (P)

**SCHEDULE "C" ABOVE REFERRED TO  
(Description of the Land and Property)**

**ALL THAT** a piece or parcel of land measuring an area of **9 (Nine) Cottha 8 (Eight) Chittak 5 (Five)** Sq. ft. along with tile shed structure measuring an area **1000 (One Thousand)** Sq. ft. more or less lying and situated at **Mouza - Raigachhi**, J.L. No. 12, Re.Sa. No. 194, Touzi No. 169, comprised in **L.R. Khatian Nos. 2355 & 2273, R.S. & L.R. Dag No. 535(P)**, within the local limits of **Rajarhat-Bishnupur 1 No. Gram Panchayet, P.S. Rajarhat**, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, which is butted and bounded as follows :-

ON THE NORTH	Rajarhat Main Road (211 Bus Route)
ON THE SOUTH	R.S. Dag no. 536 (P)
ON THE EAST	<b>8 ft wide common passage</b>
ON THE WEST	R.S. Dag no. 535 (P)

**THE SCHEDULE 'B' REFERRED TO  
(Flat hereby conveyed)**

**ALL THAT** a **Flat being no.** , on the **floor** of **SIGNATURE** measuring more or less **sq. ft. (Approx** ) Super built up area (including service area + proportionate Staircase and Lift area) consisting of 2 (two) Bed Rooms, 1 (one) Drawing cum Dining Space, one Kitchen, 2 (two) Toilets and 2 (two) Balconies with **Vitrified Tiles flooring** and **Lift facility** of the **G+4 storied building** and with proportionate share of land and together with common parts and portions more fully and particularly described in the **Schedule 'A' & 'D'** hereinabove written.

**THE SCHEDULE 'C' ABOVE REFERRED TO  
(Construction and finishing Specification)**

1	Structure	RCC Pile foundation.
2	Walls	Brick walls with internal pop finish and external weather proof paint.
3	Flooring	Vitrified tiles in the inside flat. Marble / kota / tiles in the staircase & lobby.
4	Doors	Wooden frames with flash door.
5	Windows	Anodized Aluminium sliding windows with clear glass.
6	Kitchen	Granite counter top with glazed tiles upto 2 feet over counter.
7	Toilets	Glazed tiles upto door height, hot & cold water point with C.P. fittings.
8	Electric	Concealed wiring with copper wire and branded switches.

**Extra Work :** If any extra work be made by instance of the **Purchaser/s** the charges for the said works will be paid to the **Developer / Confirming Party** by the **Purchaser/s** herein.

**THE SCHEDULE 'D' ABOVE REFERRED TO**  
**(Common Service Area)**  
**COMMON AREAS COMMON TO THE CO-OWNER**  
**PART – I**

1. Lobbies, common passages and staircase of the Buildings and common paths in the Premises.
2. Common water reservoirs, water tanks, water pipes (save those inside any Flat), motor and overhead water tank appurtenant to the Buildings Space / room for water pump with motor and overhead water tank.
3. Staircase lobby and landing.
4. Ultimate top Roof / Terrace of the building.
5. Lifts, lift machinery and lift pits.
6. Wires and associates for lighting of Common Areas of the Buildings.
7. Common drains, sewers and pipes.
8. Pumps and motors.
9. Firefighting equipment in the Buildings.
10. Lawn with paved paths.
11. Electric line & Transformer.
12. Generator.

**COMMON INSTALLATION COMMON TO THE CO-OWNER**  
**PART – II**

1. Drains sewers, Septic tank, Overhead Water tank and pipes from the building to the panchayat duct.
2. Grills railing for staircase.
3. Water pump with motor and water distribution pipe (save those inside any unit).
4. Electrical installations and Electric meter place.
5. Electrical wiring fittings and other accessories for lighting the staircase lobby and other common areas.
6. Water sewerage evacuation pipes from the unit to drains and sewers common to the building.

**(Common Service Area)**  
**PART – III**

- 1.MAINTENANCE :** All expenses for maintaining white washing painting repairing renovating and replacing the common areas and installations including the other walls of the building.
- 2.OPERATION :** All expenses for running and operating al machinery equipments and installations comprised in the common areas and installations including water pump with motor and including the costs or repairing renovating and replacing the same.
- 3.STAFF :** The salaries and all other expenses of the staff to be employed for the common purpose including their bonus and other emoluments and benefits.

- 4.ASSOCIATION** : Establishment and all other expenses of the Association including its formation office establishment and miscellaneous expenses.
- 5.RESERVES** : All creating of fund for replacement renovation and / or other periodic expenses.
- 6.INSURANCE** : Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.
- 7.OTHERS** : All other expenses and outgoings including litigation expenses as are incurred by the Owner and or the Association for the common purpose.

**THE SCHEDULE 'E' ABOVE REFERRED TO**  
**'AGREED CONSIDERATION'**  
**PART – I**

	<b>AGREED CONSIDERATION</b>	<b>Rs.</b>	<b>/-</b>
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**THE SCHEDULE 'F' ABOVE REFERRED TO**  
**Part - I**  
**Additional Payments payable wholly by the Purchaser**

- (a).** Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to the Memorandum, the Deed of Conveyance and all other papers and documents that may be executed and / or registered relating to the said Flat Unit as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.
- (b).** The amounts of the Additional Payments shall be paid by the **Purchaser/s** within 7 days of respective demand for the same or before the Date of Possession, whichever is earlier in the event of **Developer** being unable to quantify any amount at the initial stage, the **Purchaser/s** shall make payment on the basis of the estimates made by the **Developer**. In case of subsequent revision of estimates and/or upon quantification of the concerned amount(s), the **Purchaser/s** shall pay the balance/further amount(s), demanded by the **Developer** within 7 days of demand.
- (c).** Charges levied by the **Developer** for any additional or extra work done including demolition or any additional amenity or facility provided or any change, additions, alternations or variation made in the said **Flat** including the costs, charges and expenses for revision of the Plans to the extent if relates to such charges, additions, alterations or variation.
- (d).** Additional consideration payable to the **Developer** in case there be any increase in Built-up Area of the said **Flat** upon construction being made and the measurement being certified by the **Developer**. In such a case the Super Built-up Area shall also stand increased proportionately. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed.
- (g).** If the **Purchaser/s** intended to revoke this Agreement after execution then on revocation 20% of the amount deposited shall be deducted from the amount deposited and the balance amount shall be refunded after 6 (six) months from the date of cancellation.

**PART – II**  
**Additional Payments payable proportionately by the purchaser to the Developer**  
**Proportionate share of costs charges and expenses for**

- (a). Formation of the Association for the Common Purpose.
- (b). Deposit / Advance on estimate for Maintenance of the flat @ Rs. 1.00 per square feet per month for three months.
- (c). Security Deposit & Service charges for sanction of new and separate electric meter from WBSEB Ltd. in the name of the Purchaser.

**PART – III**  
**‘ESTIMATED DATE’**

The estimated date of the said **Flat** ready for the purpose of delivery of possession within **1 (One) month** with a grace period of **6 (six) months** from the date of this agreement. The above shall always subject to Force Majure clause of this agreement. Flat will be handed over for possession after registration and completion certificate from the competent authority.

**THE SCHEDULE 'G' ABOVE REFERRED TO:**  
**‘RIGHTS OF VENDORS MAINTENANCE AGENCY & ASSOCIATION’**

- 1.** Appointment of any liability of the **Purchaser/s** in respect of any expenses, taxes, dues, levies or outgoings payable by the **Purchaser/s** pursuant to this Memorandum or otherwise shall be done by the **Developer** whose decision shall be final and binding on the **Purchaser/s**.
- 2.** The Maintenance Charges payable by the **Purchaser/s** with effect from the Date of Possession shall be fixed by the **Developer** / Maintenance Agency and shall be payable periodically. In the event of the **Purchaser/s** not taking over possession of the said Flat / Unit within the time fixed in the notice calling upon him/them to take possession, the Maintenance Charges shall become payable by the **Purchaser/s** with effect from the date of expiry of the such period of such notice provided that until all payments due under the Memorandum is made by the **Purchaser/s** no right of whatsoever nature shall or can accrue in favour of the **Purchaser/s** in respect of the said Flat/Unit.
- 3.** As per the initial estimate the maintenance charges which shall be applicable is **Rs.1.00 per Sq. Ft.** The Maintenance Agency / Association shall be entitled to revise and increase the Maintenance Charges from time to time subject to full consent from the purchaser/s.
- 4.** The Maintenance Agency / Association shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser/s including water supply, electricity, user of lift etc. In case of default in timely payment of the Maintenance Charges, Electricity Charges, Panchayat taxes, Common Expenses and / or other payments by the Purchaser/s after giving 7 days notice in writing.

**THE SCHEDULE 'H' ABOVE REFERRED TO**  
**‘RIGHTS ON PURCHASER’S DEFAULT’**

- a)** The **Purchaser/s** shall pay the instalments in the manner as laid down in **Part-II** of the **Schedule ‘E’** hereto.
- b)** The **Owners** shall issue Notice of Caution 7 days prior to the date of payment.
- c)** In the event of any cheque for any amount issued by the **Purchaser/s** being returned dishonored for any reason whatsoever, the **Purchaser/s** shall be liable to pay

a fine determined by the concerned Bank for every such cheque that is dishonored, in addition to making payment of the amount of the cheque with interest thereon. This shall be without prejudice to the legal rights of the **Developer** under law (including the Negotiable instruments Act, 1881) as also the other rights of the **Developer** under this Memorandum.

**d)** If physical possession is taken by the **Purchaser/s** after payment of the Agreed Consideration, Additional Payments. Deposits and other amounts and thereafter the **Purchaser/s** in any manner delays the execution of the Deed of Conveyance beyond 15(Fifteen) days from the date of notice by the **Developer**, then the **Purchaser/s** shall be liable to pay a penalty of Rs.5, 000/- (Rupees Five thousand only) per month for the period of delay. Such liability shall be in addition to and without prejudice to the other liabilities of the **Purchaser/s** as also the other rights of the **Developer**, under other provisions of this Memorandum. If such delay continues for 6 (Six) month, then in that event the **Developer** shall be entitled to cancel/terminate the Memorandum / Allotment. It is also applicable to the Developer in case the process o Registration will be delayed on their cause.

**e)** If at any time hereafter there be any imposition of any new tax or levy or fee or charges or if here be any enhancement in any tax or levy or levies surcharges under any statute rules and regulations on the land comprised in the premises and/or the said Unit and/or the building or complex or on the transfer or construction of the said Unit the same shall be borne and paid by the **Purchaser/s** to the **Developer** partially or wholly as the case may be 7 days of deemed without raising any dispute or objection thereto.

**f)** Besides the aforesaid rights the **Developer** shall also be entitled to any other right to which the **Developer** may be entitled to in law by reason of any default or breach on the part of the **Purchaser/s**.

**IN WITNESS WHEREOF** the Parties have hereunder set and subscribed their hands and seal on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

By the **parties** at KOLKATA

In the presence of :-

**1.**

**2.**

**SRI. ALOK BANERJEE and SRI. ARINDAM BANERJEE**  
**(As constituted Power of Attorney Holder of SRI**  
**DIPANKAR CHATTERJEE and SRI SUBHANKAR**  
**CHATTERJEE Vendor herein**  
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Signature of the **VENDORS**

-----  
Signature of the **DEVELOPER/  
CONFIRMING PARTY**

-----  
Signature of the **PURCHASER**

Read over, Explained, Drafted  
& Prepared By me as per documents  
and information supplied to me :-

**Sri. Swapnadip Das,**  
Advocate.  
6, Old Post Office Street,  
Gr. Floor, Room No. 56  
Kolkata - 700 001  
📠 9830168651 📠  
☎ (033) 22481990 ☎  
E.Mail : swapnadip\_das@ yahoo.com  
**Enrolment no. WB/1782/02**

*Memo of consideration*

(1). SRI. ALOK BANERJEE and (2). SRI. ARINDAM BANERJEE, partners of M/S.

SWEET HUT DEVELOPERS, hereby received of and from the within named

**Purchaser/s,** \_\_\_\_\_, within mentioned sum of

**Rs.** \_\_\_\_\_ **/- (Rupees** \_\_\_\_\_ **)** only as a full and final

payment as per this Agreement as per Memo below :-

Sl. no.	Dated	Mode of Payment	Amount
1.			

2.			
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Total : Rs.                      /-  
(Rupees                      ) only.

**SIGNED, SEALED & DELIVERED**  
**at KOLKATA In the presence of :-**

1.

2.

-----  
Signature of the **DEVELOPER /**  
**CONFIRMING PARTY**