

AGREEMENT FOR SALE OF FLAT
(WITHOUT POSSESSION)

THIS AGREEMENT FOR SALE OF FLAT MADE THIS
THE _____ DAY OF _____ IN THE
YEAR TWO THOUSAND AND NINETEEN (2019).

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MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

BETWEEN

"MATA DI REAL ESTATE, a Proprietorship firm having its office at 24/1, Abhoy Guha Road, District Howrah, represented by its proprietor viz. **RAJ KUMAR MISHRA**, (PAN), son of Late Jagarnath Mishra, by faith Hindu, by profession Business, residing at 41 Thakurdas Ghosh Street, Belur, Dist. Howrah, Represented by **CONSTITUTED ATTORNEY** of Land Owners (1) **SRI BIJOY KUMAR SAHA**, (PAN), (2) **SRI DIPAK KUMAR SAHA**, (PAN), both are sons of late Sachindra Lal Saha, of 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Pin-712123, and (3) **SRI NIMAI BANERJEE**, (PAN), son of late Sunil Kumar Banerjee, of 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Pin-712123, hereinafter called the **"FIRST PARTY/ATTORNEY HOLDER"** (which expression shall unless executed by or repugnant to the context be deemed to mean and include its/his/heirs, executors, administrators, legal representatives or assigns) of the **"FIRST PART"**.

AND

"MATA DI REAL ESTATE, a Proprietorship firm having its office at 24/1, Abhoy Guha Road, District Howrah, represented by its proprietor viz. **RAJ KUMAR MISHRA**, (PAN), son of Late Jagarnath Mishra, by faith Hindu, by profession Business, residing at 41 Thakurdas Ghosh Street, Belur, Dist. Howrah, hereinafter referred to as the **"DEVELOPER/VENDOR"** (which terms of expression shall unless excluded by or repugnant subject to the context to deemed to mean and include his/its/heirs, executors, legal representatives and/or assign) of the **SECOND PART**.

AND

SRI (PAN), son of Sri by faith - Hindu, by Profession - residing at Pin West Bengal, hereinafter referred to as the **"PURCHASER/S"** (Which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his/her/their heirs, executors, legal representatives, administrators, nominees and/or assigns) of the **THIRD PART**.

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MATA DI REAL ESTATE

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HISTORY OF THE TITLE

WHEREAS the "A" Schedule property along with other properties were previously belonged to **Dominion Land & Industries Limited**, a Joint Stock Company having its registered office at 154 Harish Mukherjee Road, Kolkata-25, acquired (i) from one Guinram @ Tarak Nath Konar, by way of Deed of Conveyance being No. **2418 of 1947**, recorded in Book No. I, Volume No. 77, Pages from 117 to 126 registered with Calcutta S.R.O., (ii) by way of Deed of Sale being No. **135 of 1948**, recorded in Book No. I, Volume No. 14, Pages from 48 to 51 registered with D.S.R. Hooghly, (iii) from one Dashurathi Nundiby way of Deed of Bengali Kobala being No. **3127 of 1947**, recorded in Book No. I, Volume No. 41, Pages from 28 to 31 registered with D.S.R. Hooghly, (iv) from one Gour Chandra Banerjee, by way of Bengali Kobala being No. **745 of 1948**, recorded in Book No. I, Volume No. 16, Pages from 292 to 294 registered with D.S.R. Hooghly, (v) from one Tofazzal Hossain, by way of Bengali Kobala, being No. **940 of 1948**, recorded in Book No. I, Volume No. 11, Pages from 127 to 130 registered with D.S.R. Hooghly, as per the latest Sale Deed being No. 2483 of 1975.

AND WHEREAS the aforesaid Vendors by way of aforesaid title deeds and other documents acquired large number of properties within the Mouza of Naldanga, Bally & Narayanpur and developed the said area by laying more or less 20' ft. wide roads connecting the public roads at several points and by splitting up the whole area into small suitable building plots and declared the said area of layout as "KAILASH NAGAR SCHEME" and sold large number of plots under the said Scheme from time to time.

AND WHEREAS In respect of the purchases before April 1948, the documents were prepared in the former name of the said vendors then known as British India Land & Industries Ltd.

AND WHEREAS subsequently the said name has been changed into "Dominion Land & Industries Ltd. upon application and obtaining a Certificate U/S 11 Sub-Section 8 Act VII of 1913 of Indian Companies Act. from the Registrar, Joint Stock Companies, Bengal, on 29/04/1948.

AND WHEREAS the last Revisional Settlement, the name of the Vendors as such has been recorded in the Khatians for the lands purchased earlier as aforesaid except the deed of Purchase dated 21/10/1963, subsequent to the Revisional Settlement.

AND WHEREAS accordingly the **Dominion Land & Industries Limited** being thus lawfully seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the properties forming part and parcel of land known and proclaimed as "KAILASH NAGAR SCHEME NO. III.

AND WHEREAS subsequently, the said **Dominion Land & Industries Limited**, represented its Director, namely Sudhir Kumar Dutta, sold the "A" Schedule property to → Sri Nimai Banerjee, son of late Sunil Kumar Banerjee, of Quarter No. E-17/6, B.T.P.S. Township, Post. Tribeni, P.S. Mogra, District. Hooghly, by way of Sale Deed being No. **2483 of 1975**, recorded in Book No. I, Vol. No.35, Pages from 20 to 29, registered with D.S.R. Hooghly, (which is a **Principle Deed**), where areas of land total is by admeasuring 07 Cottahs - 06 Chittacks - 18 Sq. ft. The property is situated at 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Ward No. 5 under Hooghly-Chinsurah Municipality, having 12' ft. wide common passage on the south side to get entrance in the "A" Schedule property.

AND WHEREAS subsequently, Sri Nimai Banerjee, son of late Sunil Kumar Banerjee, sold more or less 03 Cottach 06 Chitaks 12 Sq. ft., out of his total land by admeasuring 07 Cottahs - 06 Chittacks - 18 Sq. ft., to → (i) **Sri Bijoy Kumar Saha**, (ii) **Sri Dipak Kumar Saha**, both are sons of late Sachindra Lal Saha, of 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, by way of Sale Deed being No. **12 of 2002**, recorded in Book No. I, volume No. I, Pages from 73 to 80, registered with A.D.S.R. Sadar, Hooghly.

AND WHEREAS subsequently, (i) **Sri Nimai Banerjee**, son of late Sunil Kumar Banerjee, (ii) **Sri Bijoy Kumar Saha**, (iii) **Sri Dipak Kumar Saha**, sons of late Sachindra Lal Saha, after acquiring the property by way of aforesaid title deeds, mutated their names from the concern B.L. & L.R.O. under the L.R. Khatian No. **6553** (in the name of Nimai Banerjee), **5655** (in the name of Bijoy Kumar Saha) and **5656** (in the name of Dipak Kumar Saha), under **L.R. Dag No. 2740** corresponding to R.S. Dag No.1942 & 1944, J.L. No. 9, Mouza-Bally, more fully described in the "A" Schedule below and also from Hooghly-Chinsurah Municipality.

AND WHEREAS "DOMINION LAND & INDUSTRIES LIMITED" was previously a Registered Joint Stock Company, having its registered office at 154, Harish Mukherjee Road, Kolkata-700025, but subsequently the said company has converted its status from "Limited Company" to "Private Limited Company" in the name & style

of "DOMINION LAND & INDUSTRIES PRIVATE LIMITED" with an effect from 16/06/2003, as per the declaration executed by the present Director, Rabindra Kumar Pataodia, having its present office at 10A, Chitpur, P.S. Chitpur, Kolkata-700007.

AND WHEREAS one mistake accidentally and inadvertently held in the said Principle Deed, mentioned above, in Page No. 8 under the head of **Schedule "A"**, line No. 7, in place of Dag No. **1930** it would be **Dag No. 1942 and 1944**, corresponding to L.R. **Dag No. 2740** (as per plot information and latest L.R. Parcha in the name of present owner, Sri Nimai Banerjee, present owner of L.R. Khatian No. 6553.

AND WHEREAS subsequently one Deed of Declaration has executed by the Vendor namely Dominion Land and Industries Private Ltd. and acceptance by the present owner namely Sri Nimai Banerjee, by way of Deed of Declaration being No. **7225 of 2016**, recorded in Book No. I, C.D. Vol. No. 0601-2016, Pages from 110523 to 110533, with D.S.R-I, Hooghly.

AND WHEREAS (i) Sri Nimai Banerjee, son of late Sunil Kumar Banerjee, **(ii) Sri Bijoy Kumar Saha**, **(iii) Sri Dipak Kumar Saha**, sons of late Sachindra Lal Saha, being the Owners of the "**A**" Schedule property intended to develop/construct multi-storied building on the said premises comprising of flats, shops, spaces and garages as per Sanctioned Building Plan being **No. B/270 (2018-19)** dated 09/10/2018 from Hooghly-Chinsurah Municipality upon their total purchased land situated at 478 Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, but due to financial trouble, the Owners were not in a position to start the constructional work of the proposed multi-storied building upon their purchased landed property.

AND WHEREAS the Owners of the "**A**" Schedule property approached to the well experience and technical expert Developer, namely "**MATA DI REAL ESTATE**", a Proprietorship firm having its office at 24/1, Abhoy Guha Road, District Howrah, represented by its proprietor viz. **RAJ KUMAR MISHRA**, son of Late Jagarnath Mishra, for constructing the multi-storied building (G+4) for residential-cum-commercial purpose on his landed property, as the Developer has capacity to invest finance for constructing multi-storied building (G+4) on the said premises No. 478 Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, and the Developer was agreed for doing the job of construction work on the said property on some terms and

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Proprietor

conditions of allocation of the multi-storied building which has mentioned in the "Developer's Agreement for Development" being No. **060304679 for the year 2016** & one "General Power of Attorney" being No. **060304693 for the year 2016**, both are registered with A.D.S.R., Chinsurah, Hooghly, executed by **Sri Nimai Banerjee** AND another "Developer's Agreement for Development" being No. **060304678 for the year 2016** & one "General Power of Attorney" being No. **060304694 for the year 2016**, both are registered with A.D.S.R., Chinsurah, Hooghly, respectively executed by **(ii) Sri Bijoy Kumar Saha, (iii) Sri Dipak Kumar Saha.**

AND WHEREAS before the execution of this indenture, the Land Owners, Developer hereto have assured and represented to the purchaser as follows :-

- i) That the Land Owners herein are the lawful owners of the "A" Schedule property.
- ii) That the said property is free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, whatsoever and howsoever.
- iii) That the Developer have not entered into Agreement for sale, transfer, lease and / or development with any person / party other than the purchaser hereto in respect of the "B" Schedule property.
- iv) That the Sale and transfer of the "B" Schedule property is for legal necessity.

AND WHEREAS relying upon the aforesaid representations and believing the same to be true and acting upon on the faith thereof and having being satisfied after physical verification and the site inspection, the purchaser has agreed to purchase and acquire the property described in the "**B**" **Schedule** which is under the amalgamated "**A**" **Schedule** Property appertaining to R.S. Khatian No. 467, L.R. Khatian No. **6553** (in the name of Nimai Banerjee), **5655** (in the name of Bijoy Kumar Saha) and **5656** (in the name of Dipak Kumar Saha), R.S. Das No. 1942 & 1944 & L.R. Dag No. 2740, situated in the District of Hooghly, P.S. Chinsurah, Mouza-Bally, under Hooghly-Chinsurah Municipality, Ward No. 05, amalgamated Holding No. 560/433 & 1054/560 Kailashnagar, Mohalla Kazidanga (Olaichanditala), J.L. No. 09, more fully described in the "**A**" **SCHEDULE**".

AND WHEREAS the PURCHASER hereof having been satisfied with the free and unencumbered title of the Land owners, Second Party/Developer/Vendor herein as per documents produced before them and also being satisfied with the proposed/existing construction, erection and development of the subject Space/Flat/Shop situated and lying at and upon the said premises described in "**A**" **SCHEDULE**" property hereunder written and offered to the Purchaser(s) herein a proposal for purchasing, owning, occupying, seizing and possessing **ALL THAT** piece and parcel of One Residential Flat on Floor, consisting of Bed Rooms, One Drawing-Cum-Dining Room, One Kitchen, Two Toilets/Bathrooms (One attached), One Open Balcony, as highlighted in the main plan of "**CHANDANA APARTMENT**", at the rate of Rs. /- per Sq. ft. amounting to Rs. /- (Rupees) only plus applicable Service Tax, amounting to the total cost of Rs. /-, (Rupees) only and having considered the said as fair and equitable market price , the Purchaser/ Third Part has paid an advance of Rs. /- (Rupees) only by Cash / By Account Payee Cheque, towards booking money, as per details in the Memo of Consideration mentioned below, as per details with super built up area, Floor, Flat No. & Rate per Sq. ft., along with/without a Car Parking Space, together with the proportionate share and/or portion of land thereof along with the other easement rights over the subject building and/or to use the common areas and common parts for a total price of **Rs.** _____ /- (Rupees _____) only more fully described in the "**B**" **SCHEDULE**". However the Purchaser/Third Part further required to be paid any other taxes like works contract Tax, V.A.T. or any other Tax and imposition levied by the State Govt., Central Govt. or any other authority or body on the Developer from time to time.

AND WHEREAS the parties hereto of the First Part, Second Part and Third Part have unanimously agree that after completion of entire construction if it is found that area of the flat is varied to 'less' or 'excess' in that event the same i.e. the consideration money shall be adjusted/paid accordingly and accordingly this Agreement for Sale is being executed in between the parties hereto on the following terms and conditions as follows.

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TERMS AND CONDITION :

1. That the construction over "A" Schedule Property is to be made by the party hereto of the Second Part and the particulars of construction generally mentioned in the brochure attached herewith and the same do form a part and parcel of this agreement for sale.
2. That the party hereto of the Second Part will deliver the flat to the Part hereto of the Third Part within (.....) years provided that the party of the Third Part will comply with the terms stipulated in this agreement with the Party of the Second Part.
3. That in the event of cancellation of the booking of Flat/Flats/Shops the amount deposited by the PURCHASER(S) to the Developer as advance / progressive payment shall be treated as forfeited.
4. That in the event of death of the Party hereto of the Third Part, his legal heir(s) shall be entitled to take delivery of the above flat after satisfying all the terms and conditions mentioned in this Agreement. **PROVIDED FURTHER THAT** under any circumstances no amount which was already paid by the deceased person will be refunded by the party of the **Second Part** to the legal heir(s) of the Party hereto of the **Third Part**.

TRANSFER AND DISEMBARKMENT

That the PURCHASER(S) shall not at any time claim partition of the said undivided share in the Land comprised in the portion and / or in common portion area utilities and facilities in the premises and building in which the PURCHASER(S) has/have any right in common with other co-owners and other Co-Flat holders.

MUTATION

That the Municipal Mutation of the respective holding owned by the PURCHASER(S) shall be executed immediately after the transfer of the Unit. However, mutation charges shall be borne by the PURCHASER(S) at actual.

That the PURCHASER(S) shall be liable to pay the tax/rent/cess etc. of the common area along with his/her own holding proportionally till his/her individual holding is independently mutated.

That the PURCHASER(S) shall be liable to complete execution of Deed of Conveyance in his favour from the Developer of his possession, solely at PURCHASER(S) cost within along with receiving the actual possession. In the event of non compliance of execution of Deed of Conveyance if any penalty/fine is levied by the Competent Authority/Govt., the entire penalty/fine and liabilities shall be borne by the PURCHASER(S). The Developer shall not be liable to pay any penalty in such event, if any by no way or ways.

MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS :

1. Immediately on registration of Deed of conveyance the co-owners of Flats shall form an Association/Society for the common purpose including taking over all obligations with regard to management control and operation of all the common portions of the building under West Bengal Apartment Ownership Act. 1972. Upon the Third Party/Purchaser/s fulfilling his/her/their obligations and covenants hereunder and upon its formation the Association shall manage and maintain things as may be necessary and/or expedient for their common purpose and the Third Party/Purchaser/s shall co-operate with the Second Party/Developer till the Association or Society is formed. The Association/Society may frame rules, regulations and by-laws from time to time for maintaining quiet peaceful enjoyment of the said building.
2. Upon formation of the Association/Society, the Second Party/Developer shall transfer all its rights and obligations and responsibility, upon the Association, adjusting all amount collected from the Third Party/Purchaser/s and other Flat owners if any and expenditure incurred thereafter and remaining due and payable by the Third party/Purchaser/s and the amount so transferred henceforth be so held by the association/Society, under the account of Third Party/Purchaser/s for the purpose deposits/expenses.
3. The Association/Society upon its formation and co-owner shall however, remain liable to indemnify and to keep indemnified the Second Party/Developer from all liabilities of their respective obligations by the co-owners and/or the Association/Society.

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THE PURCHASER/S OF FLAT SHALL NOT DO THE FOLLOWINGS.

1. To obstruct the party hereto of the First and Second part or the Association in their acts relating to common purpose.
2. To violate any of the rules and / or regulations laid down for the common purpose and / or the user of the common portions.
3. To injure harm or damage the common portion or any other units in the building by making any alteration or withdrawing any support or otherwise.
4. To alter any portion elevation or colour of the building.
5. To throw or to accumulate or cause to be thrown or accumulated any dust, ashes, rubbish or other used articles in to the common portions save and except at the place indicated therefore.
6. To place or cause to be placed any articles or subject in common portions.
7. To carry or caused to be carried on any obnoxious, injurious, noisy, dangerous, hazards, illegal or immoral activity in or through the unit in the common portion.
8. To do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants.
9. To use or allow the unit or any part thereof to be used for any clubs, meeting, conference, nursing home, Hospital, boarding house, eating place, restaurant or any other similar purpose.
10. To put or to affix any signboard, name, - plate, and other similar articles in common portions or outside walls or the building and / or outside all of the Unit save and except at the place or places provided thereof approved in writing by the party hereto of the Second Part or the Association. Provided that nothing contained in this clause shall prevent the PURCHASER(S) for display in a decent signboard in the outside of the main door or unit.
11. To obstruct the party hereto of the First Part in setting or granting right to any person or any part of the land in the premises and / or in the building (except in the Unit).
12. To keep store any offensive combustible, obnoxious, hazards or dangerous Article in the Unit.
13. To allow or to keep any lunatic or any person suffering from any virulent dangerous, obnoxious or infections deceases in the Unit.
14. To keep any domestic animals or pets save and except in the manner permitted in writing by the party hereto of the Second Part or the Association or the concerned Municipality or by the other authorities.
15. To install or keep or run any generator so as to cause nuisance to the occupants of other portion of the Building.

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Proprietor

16. To change the outside colour of his portion or any outside decoration of their allocated surface area.
17. To use the Flat for preparation of foods or confectioneries for the *commercial purpose or other commercial purposes* (This clause is not applicable for all type of commercial unit except Restaurant).
18. To affix or draw any wires cable pipes from and to or throw any common portion or outside walls of the Building or other units save and except in the manner indicated by the party hereto of the Second Part or by the Association.
19. To keep any heavy articles or things which likely to damage the floor or operate any machine other than usual appliances.
20. To change the name of the Building or named and / or altered by the PURCHASER(S) from "**CHANDANA APARTMENT**," for any reason whatsoever.

MISCELLANEOUS :

That as between the party hereto of the Second Part and/or the Association and the PURCHASER(S) or the party hereto of the Third part shall indemnify and keep each other save, harmless, claims, demands, costs, proceedings and actions, arising due to an any non-payment or other default in observance of the term and conditions hereof as contained in the Developer's Agreement for Development.

PROVISION

That any time hereafter and upon payment of all the dues of the party hereto of the Third Part and/or the Association hereunder and upon the due observance the performance of the terms and conditions as are on the part of the PURCHASER(S) to be paid observed and performed the PURCHASER(S) shall be entitled to transfer the said Unit by way of nomination, sale, lease, mortgage, charge, let out or part with the possessions of the Unit and the said undivided share in the land comprised in the portion and the common portion **PROVIDED HOWEVER AS FOLLOWS :**

- A) That the party hereto of the Third Part shall not be a party to any such nomination, transfer, lease, mortgage, charge and/or letting out as aforesaid.
- B) That any such nomination, transfer, lease, mortgage, charge and / or letting out shall be subject to the terms and conditions contained in this agreement as are on the part of the PURCHASER(S) to be paid

observed and performed save and except to the extent already observed and performed.

C) That the PURCHASER(S) shall pay the entire amount to be so increased by the Municipal Tax rates and taxes as may be the occasion due to the aforesaid.

D) That the PURCHASER(S) shall not for any reason whatsoever obstruct the party hereto of the Second Part in completion or of construction of any part of the building notwithstanding any temporary inconvenience to the PURCHASER(S) in enjoyment of the Unit and the common portions.

E) That the PURCHASER(S) shall have taken and be deemed to have taken delivery of the Unit of the date of delivery and as from such date of delivery, the PURCHASER(S) shall become liable to pay proportionate share of the common expenses in respective of when the PURCHASER(S) take actual delivery of the Unit.

TERMS OF PAYMENT

1. A Progressive Payment which is equivalent to **30 %** of total consideration money, including booking money/advance paid, shall be paid by the PURCHASER(S) at the time of execution of this Agreement, for an amount of Rs. _____/- (Rupees _____) only.

3. A Progressive Payment for an amount of Rs. _____/- (Rupees _____) only, which is equivalent to **30 %** of total consideration money, shall be paid by the PURCHASER(S) after completion of Roof Concreting.

4. A Progressive Payment for an amount of Rs. _____/- (Rupees _____) only which is equivalent to **20 %** of total consideration money, shall be paid by the PURCHASER(S) after completion of Brick Work.

5. A Progressive Payment for an amount of Rs. _____/- (Rupees _____) only, which is equivalent to **15 %** of total consideration money, shall be paid by the PURCHASER(S) after completion of Flooring.

6. A Progressive Payment for an amount of Rs. _____/- (Rupees _____) only, which is equivalent to **5 %** of total consideration money, shall be paid by the PURCHASER(S) along with transfer of possession and Registration of the said unit in favour of the PURCHASER(S).

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That the allottee shall not be entitled to alternate or transfer their right of the flat until full payment of the price is made except with the previous consent of the party hereto of the Developer is obtained.

GENERAL CONDITIONS

- That the layout and specifications are tentative and subject to alterations/modifications on account of technical reasons for which the decision of the Architect, appointed by the Developer, shall remain firm and final and be bound upon.
- The electrical incoming charges inclusive of transformer, infrastructure cost, Energy Meter etc. as to proposed by W.B.S.E.D.C.L /CESC shall be charged extra and that shall be paid by the PURCHASER(S) proportionately.
- That all cost on account of additional work beyond our specification shall be borne by the PURCHASER(S) upon approval of the estimate and after receipt of payment.
- That it is agreed by and between the parties hereto i.e, Developer and PURCHASER(S), that Developer's identified Advocate/Lawyer shall be the common advocate/lawyer for the Developer and the PURCHASER(S) hereto and the conveyance and other documents shall be prepared by the said Advocate and shall be acceptable to the PURCHASER(S).
- All stamp duty, registration charges/fees, legal charges and allied expenses on account of execution and Registration of this Agreement as also the Sale deed and/or the Conveyance Deed and other documents to be executed and / or registered in pursuance hereof and shall be borne and paid by the PURCHASER(S).
- That all costs for execution of Deed of Conveyance towards transfer of the Flat/Shop mentioned in "B" Schedule in favour of parties hereto of the Third Part that inclusive of Stamp Duty, Registration fees, advocates fees etc. shall be borne by the PURCHASER(S).

POSSESSION :

Possession of Flat shall be given on completion of the entire project at a time and said possession of Flat shall be given within (.....) from the date of this Agreement. In case the completion of entire project is not possible within the aforesaid stipulated time due to **Natural Calamity**, which is beyond the control of the parties hereto, in that event the in-convenience for the delay in possession caused to be acceptable and bearable by the PURCHASER(S).

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Proprietor

"A" SCHEDULE ABOVE REFERRED TO (AMALGAMATED PROPERTY)

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ALL THAT piece and parcel of "Bastu" total land measuring about **07 Cottahs, 06 Chittack & 18 Sq. ft.** as follows :-

(i) comprised in R.S. Dag Nos. 1942 & 1944, corresponding to L.R. Dag No. 2740, under R.S. Khatian No. 467, corresponding to L.R. Khatian No. **6553** (in the name of Nimai Banerjee)

Area → **04 Cottahs, 00 Chittack & 06 Sq. ft.**

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(ii) comprised in R.S. Dag Nos. 1942 & 1944, corresponding to L.R. Dag No. 2740, under R.S. Khatian No. 467, corresponding to L.R. Khatian Nos. **5656** (in the name of Bijoy Kumar Saha) and **5655** (in the name of Dipak Kumar Saha),

Area → **03 Cottahs, 06 Chittack & 12 Sq. ft.**

Under District Sub-Registrar office Hooghly and Additional District Sub-Registrar office Hooghly, P.S. Chinsurah, Mouza-Bally, J.L. No. 9, under Hooghly-Chinsurah Municipality Ward No. 5, amalgamated Holding No. **560/433 + 1054/560** Kailashnagar, Mohalla Kazidanga (Olaichanditala), consisting of existing various residential units, garages etc. under the name and style as "**CHANDANA APARTMENT**". The Property is butted and Bounded as follows :-

North : Plot No. 96,

South : 8 ' ft wide common passage,

East : Plot No. 93,

West : Plot No. 97 & 99.

"B" SCHEDULE" ABOVE REFERRED TO
(DESCRIPTION OF SPACE/FLAT/AREA)

PART -I

(The Said Unit/Flat)

In the District of Hooghly, P.S. Chinsurah, **ALL THAT** piece and parcel of a Residential Unit/Flat being No., having **Super Built-up area** more or less **Sq. ft.** and **Built-up area** more or less **Sq. ft.** in Floor, on the (G+4) multi-storied building with lift facility namely "**CHANDANA APARTMENT**", with Marbles/Tiles floor, appertaining to Mouza-Bally, J.L. No. 09, Mohalla-....., amalgamated Holding No. 560/433 + 1054/560 Kailashnagar, Mohalla Kazidanga (Olaichanditala), situated at 478 Kailashnagar, Post. Bandel, P.S. Chinsurah, Dist.

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Raj Kumar Mishra
Proprietor

Hooghly, Ward No. 5, under Hooghly-Chinsurah Municipality, consisting of Three/Two Bed Rooms, One Drawing-Cum-Dining Room, One Kitchen, Two Toilets/Bathrooms (One attached), One Open Balcony, along with/without a open Four Wheeler Parking Space of having total area of 135 Sq. ft. approx. marked as reserved for flat No., in the Ground Floor of the said multi-storied-building which has been shown in the "RED" colour in the enclosed map, together with undivided proportionate share or interest of the land underneath out of the total land and all easement rights, measuring total area of land more or less **07 Cottahs, 06 Chittack & 18 Sq. ft.** of the "A" SCHEDULE" above written. The butted and bounded in the following manner :-

ON THE NORTH : ;
ON THE SOUTH : ;
ON THE EAST : ;
ON THE WEST : .

PART -II
(The Parking Space)

ALL THAT the Parking Space, of 135 (one hundred thirty five) square feet approx. marked as reserved for flat No., on the Ground Floor of the said multi-storied-building for parking of 1 (one) medium seized motor car in the space to be identified for "parking" as specified in "B" Schedule, Part-I.

"C" SCHEDULE
(The Common Expenses)

- a. All costs of maintenance, operating, replacing, white washing the building, to construction, decorating and lighting of common parts, including the expenses of lift, water pumps, water tax, generator, electrical installations including the cost of repairing and replacing the same and also the other walls of the building and the roof of the top floor.
- b. The salaries of all persons employed for the said building complex.
- c. Insurance premium for insuring the said building against earthquake, fire, lightening, damage by mob or civil commotion etc.
- d. All charges and deposits for suppliers of common utilities.
- e. Municipal taxes and other outgoing save those separately assessed on the respective flats.

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MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

- f. Costs and charges of establishment for maintenance of the building and for watch and ward staff.
- g. All litigation expenses for protecting the title of the land and building.
- h. The office expenses incurred for maintaining office for common purposes.
- i. All other expenses and outgoing as are deemed by the builder and/or Association to be necessary or indemnified for and regulating the interest rights of all the co-owners.

"D" SCHEDULE

(The Common facilities Parts & Portions)

1. Staircase on all the floors of the building.
2. Staircase landing on all floors of the said building.
3. Common Passage and lobbies on the ground floor excepting the Car Parking Area.
4. Tube well, if any at extra cost.
5. Water pump, water tanks, water pipes, and other common plumbing installation and overhead water tanks.
6. Electrical wiring, meters and fittings (excluding those as are installed for any particular unit).
7. Drainage and switch gear.
8. Pump house, Generator room, toilets and bathroom in the ground floor or within the compound of the building.
9. Boundary wall and main gate.
10. Lawn and Garden if any on the ground floor.
11. Such other common parts, areas, equipments, installation fixtures, fittings and spaces in or about the said building are necessary for passage or user and occupancy of the said units in common parts after construction of the said building not excluding the roof and/or terrace and covered and uncovered car parking space and area of the said building.

"E" SCHEDULE ABOVE REFERRED TO (GENERAL SPECIFICATION)

MATERIALS :

1.	BRICKS	Good Quality.
2.	CEMENT	Non-Levy poril and cement of Good Quality.
3.	SAND	For RCC works, yellow coarse. For Plastering yellow medium grade. For filling work white river sand.
4.	PERIPHERAL WALL	8 " Cement Brick wall.
5.	INTERNAL WALL	5 " Cement Brick wall.
6.	SURFACE FINISH	Outside cement plastering & Inside cement plastering.

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- FLOORING** : Bed room, living-cum-dining space, kitchen, Verandah, Lobby – all Kumari Marble / Glazed Tiles Flooring.
- DOORS** : Wooden Frames with good quality of Sal, Flash Main Door with locking arrangement rest all Flash Door with bolt and one Collapsible Gate outside the main Door.
- WINDOWS** : Aluminium windows with M.S. Grill and necessary Glass fittings and Black paintings.
- TOILET** : Marble or Glazed Tiles flooring and wall tiles of 5' ft. from Dado, with European and Indian style white Glazed W.C. complete with P.V.C. cryster wash basin, shower line with standard Bib cock, one Bath Room with Geysers Point.
- KITCHEN FITTINGS** : Marble or Glazed Tiles cast in situ Black Granite cooking Platform having 3' ft. height wall tiles setting in front side with present Steel Sink with waste Tray.
- ELECTRICAL** : All Bed rooms (three points), Drawing and Dinning 5 Points with 15 Amp. Socket, Kitchen (three points), toilet (two points), balconies (one point), main store room (one point), lobbies, passage, lift, will be provided with concealed electrical wiring terminated to two light points, fan points, one AC point, complete with distribution board, switch board complete with switchers and plug socket.
- WATER SUPPLY** : Supply of water to each and every Flat uninterruptedly 24 hours subject to mechanical failure and failure of supply of Municipal water supply.

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

SIGNED, SEALED AND DELIVERED →

**EXECUTED AS CONSTITUTED ATTORNEY
HOLDER OF LAND OWNERS.**

SIGNED, SEALED AND DELIVERED →

MATA DI REAL ESTATE
Raj Kumar Mishra
Proprietor

SIGNATURE OF DEVELOPER

SIGNED, SEALED AND DELIVERED →

SIGNATURE OF THE PURCHASER/S

WITNESSES

1.

2.

RECEIPT

RECEIVED a sum of Rs. _____/- (Rupees _____) only as and by way of earnest / advance money as per the terms of these presents as per the memo below :

MEMO OF CONSIDERATION

Draft/Cheque NO & DATE	DRAWN ON	AMOUNT (RS)
	By Cash / Account Payee Cheque	
	Total →	

(Rupees only).

SIGNED, SEALED AND DELIVERED →

**EXECUTED AS CONSTITUTED ATTORNEY
HOLDER OF LAND OWNERS.**

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

SIGNED, SEALED AND DELIVERED →

SIGNATURE OF DEVELOPER

SIGNED, SEALED AND DELIVERED →

SIGNATURE OF THE PURCHASER/S

Drafted by :-

Advocate

**DEED OF CONVEYANCE OF FLAT (ON
OWNERSHIP BASIS)**

THIS DEED OF CONVEYANCE OF FLAT MADE THIS
THE _____ DAY OF _____ IN THE
YEAR TWO THOUSAND AND NINETEEN (2019).

Contd....2

MATA DI REAL ESTATE

Raj Kumar Mishra

Proprietor

BETWEEN

"MATA DI REAL ESTATE, a Proprietorship firm having its office at 24/1, Abhoy Guha Road, District Howrah, represented by its proprietor viz. **RAJ KUMAR MISHRA**, (PAN), son of Late Jagarnath Mishra, by faith Hindu, by profession Business, residing at 41 Thakurdas Ghosh Street, Belur, Dist. Howrah, Represented by **CONSTITUTED ATTORNEY** of Land Owners (1) **SRI BIJOY KUMAR SAHA**, (PAN), (2) **SRI DIPAK KUMAR SAHA**, (PAN), both are sons of late Sachindra Lal Saha, of 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Pin-712123, and (3) **SRI NIMAI BANERJEE**, (PAN), son of late Sunil Kumar Banerjee, of 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Pin-712123, hereinafter called the **"FIRST PARTY/ATTORNEY HOLDER"** (which expression shall unless executed by or repugnant to the context be deemed to mean and include its/his/heirs, executors, administrators, legal representatives or assigns) of the **"FIRST PART"**.

AND

"MATA DI REAL ESTATE, a Proprietorship firm having its office at 24/1, Abhoy Guha Road, District Howrah, represented by its proprietor viz. **RAJ KUMAR MISHRA**, (PAN), son of Late Jagarnath Mishra, by faith Hindu, by profession Business, residing at 41 Thakurdas Ghosh Street, Belur, Dist. Howrah, hereinafter referred to as the **"SECOND PARTY/DEVELOPER/VENDOR"** (which terms of expression shall unless excluded by or repugnant subject to the context to deemed to mean and include his/its/heirs, executors, legal representatives and/or assign) of the **SECOND PART**.

AND

SRI, (PAN), son of Sri, by faith - Hindu, by Profession -, residing at Pin, West Bengal, hereinafter referred to as the **"THIRD PARTY/PURCHASER/S"** (Which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his/her/their heirs, executors, legal representatives, administrators, nominees and/or assigns) of the **THIRD PART**.

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MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

AND WHEREAS accordingly the **Dominion Land & Industries Limited** being thus lawfully seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the properties forming part and parcel of land known and proclaimed as "KAILASH NAGAR SCHEME NO. III.

AND WHEREAS subsequently, the said **Dominion Land & Industries Limited**, represented its Director, namely Sudhir Kumar Dutta, sold the "A" Schedule property to → **Sri Nimai Banerjee**, son of late Sunil Kumar Banerjee, of Quarter No. E-17/6, B.T.P.S. Township, Post. Tribeni, P.S. Mogra, District. Hooghly, by way of Sale Deed being No. **2483 of 1975**, recorded in Book No. I, Vol. No.35, Pages from 20 to 29, registered with D.S.R. Hooghly, (which is a **Principle Deed**), where areas of land total is by admeasuring 07 Cottahs - 06 Chittacks - 18 Sq. ft. The property is situated at 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Ward No. 5 under Hooghly-Chinsurah Municipality, having 12' ft. wide common passage on the south side to get entrance in the "A" Schedule property.

AND WHEREAS subsequently, Sri Nimai Banerjee, son of late Sunil Kumar Banerjee, sold more or less 03 Cottach 06 Chitaks 12 Sq. ft., out of his total land by admeasuring 07 Cottahs - 06 Chittacks - 18 Sq. ft., to → **(i) Sri Bijoy Kumar Saha, (ii) Sri Dipak Kumar Saha**, both are sons of late Sachindra Lal Saha, of 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, by way of Sale Deed being No. **12 of 2002**, recorded in Book No. I, volume No. I, Pages from 73 to 80, registered with A.D.S.R. Sadar, Hooghly.

AND WHEREAS subsequently, **(i) Sri Nimai Banerjee**, son of late Sunil Kumar Banerjee, **(ii) Sri Bijoy Kumar Saha, (iii) Sri Dipak Kumar Saha**, sons of late Sachindra Lal Saha, after acquiring the property by way of aforesaid title deeds, mutated their names from the concern B.L. & L.R.O. under the L.R. Khatian No. **6553** (in the name of Nimai Banerjee), **5655** (in the name of Bijoy Kumar Saha) and **5656** (in the name of Dipak Kumar Saha), under **L.R. Dag No. 2740** corresponding to R.S. Dag No.1942 & 1944, J.L. No. 9, Mouza-Bally, more fully described in the "A" Schedule below and also from Hooghly-Chinsurah Municipality.

AND WHEREAS "DOMINION LAND & INDUSTRIES LIMITED" was previously a Registered Joint Stock Company, having its registered office at 154, Harish Mukherjee Road, Kolkata-700025, but subsequently the said company has converted its status from

MATA DI REAL ESTATE

Raj Kumar Mishra

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which has mentioned in the "Developer's Agreement for Development" being No. **060304679 for the year 2016 &** one "General Power of Attorney" being No. **060304693 for the year 2016**, both are registered with A.D.S.R., Chinsurah, Hooghly, executed by **Sri Nimai Banerjee** AND another "Developer's Agreement for Development" being No. **060304678 for the year 2016 &** one "General Power of Attorney" being No. **060304694 for the year 2016**, both are registered with A.D.S.R., Chinsurah, Hooghly, respectively executed by **(ii) Sri Bijoy Kumar Saha, (iii) Sri Dipak Kumar Saha.**

(Subject Matter of Conveyance)

IN THIS INDENTURE, the terms used, shall unless they be contrary and/or repugnant to the context, mean and include the following :-

1. **"FIRST PARTY/ATTORNEY HOLDER"** shall mean and include **RAJ KUMAR MISHRA**, son of Late Jagarnath Mishra, by faith Hindu, by profession Business, residing at 41 Thakurdas Ghosh Street, Belur, Dist. Howrah, Represented by **CONSTITUTED ATTORNEY** of Land Owners (1) SRI NIMAI BANERJEE, son of late Sunil Kumar Banerjee, (2) SRI BIJOY KUMAR SAHA, (3) SRI DIPAK KUMAR SAHA, both are sons of late Sachindra Lal Saha, of 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Pin-712123, and their heirs, successors, executors, administrators, legal representatives and / or assigns.
2. **"SECOND PARTY/ DEVELOPER/VENDOR"** shall mean and include **"MATA DI REAL ESTATE**, a Proprietorship firm having its office at 24/1, Abhoy Guha Road, District Howrah, represented by its proprietor viz. **SRI RAJ KUMAR MISHRA**, son of Late Jagarnath Mishra, by faith Hindu, by profession Business, residing at 41 Thakurdas Ghosh Street, Belur, Dist. Howrah, and his/its/heirs, executors, legal representatives and/or assign.
3. **"THIRD PARTY/PURCHASER/S"** shall mean **SRI**, son of Sri, by faith - Hindu, by Profession -, residing at, Pin, West Bengal, and include his/her/their heirs, executors, legal representatives, administrators, nominees and/or assigns.
4. **SAID PROPERTY/LAND** shall mean the Land contained in the Premises more fully described in the **"A" SCHEDULE** below.

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

- 11. PROPORTIONATE SHARE** shall mean the proportionate or ratio which the floor space of the flat bears to the aggregate of the floor space of all the flats.
- 12. COVERED AREA** shall according to its context mean the plinth area of the Said Unit or all the Units in the Building, including the bathrooms and balconies and also the thickness of the boundary walls, internal walls and pillars and also including proportionate share of covered area of the common portions **PROVIDED THAT** if any wall be common between 2 (two) Units, then $\frac{1}{2}$ (one-half) of the area under such walls shall be including in each such Units.
- 13. PARKING SPACE** shall mean the open/covered spaces in the premises for parking of 1 (one) medium sized motor car, more fully described in **PART-II** of the "**B**" **SCHEDULE** hereto and agreed to be allotted to the purchaser/s.
- 14. PALNS** shall mean the plans, drawings and specifications of the Building, prepared by the Architect and sanctioned by the Hooghly-Chinsurah Municipality vide Sanction Plan No. B/270 (2018-19) dated 09/10/2018, **PROVIDED THAT** it shall also include all alternations/modifications therein, from time to time by way of Revised Plan, made with the approval of the Architect and/or the Hooghly-Chinsurah Municipality/Corporation.
- 15. PREMISES** shall mean the premises described in the "**B**" **SCHEDULE** hereto and delineated on the Map marked "A" and bordered "Red" thereon and shall also include the Building to be constructed and completed thereon, wherever the context so permits.
- 16. COMMON EASEMENT** shall mean all easements, rights, liabilities and privileges etc.
- 17. MEASUREMENT** The Third Party/Purchaser/s have measured the area of the said flat and is satisfied regarding the same and agreed and covenants and not to ask for any details or questions the computation of the area or make any claims in respect thereof.
- 18. PROPORTIONATE OR PROPORTIONATELY** shall mean the proportionate which the Covered Area of any Unit be to the Covered Area of all the Units in the building **PROVIDED THAT** where it refers to share of any rates and/or taxes amongst the common Expenses, then, such share of the whole, shall be

sell the Flat No. of the said Apartment as mentioned in the "B" Schedule of a **Super Built-up area** more or less **Sq. ft.** and **Built-up area** more or less Sq. ft. on the Floor at "**CHANDANA APARTMENT**", at the price of Rs./- (Rupees) only plus all applicable taxes and including charges for the common facilities, common portions, common easements, common rights and having considered the said as fair and equitable market price, the Third Party/Purchaser/s having willfully accepted the said offer and entered into an agreement for sale without possession on, and booked the said flat by making the payment of Rs. (Rupees), towards booking money.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS STATED:

In pursuance of the said Agreement dated and in consideration of Rs./- (Rupees) only paid to the Second Party/Developer by the Third Party/Purchaser/s towards the consideration price of the said flat/unit on or before the execution of these presents (the receipt whereof is particularly mentioned in the Memo of consideration written here under) the Second Party/Developer do hereby admit and acknowledge and the said part thereof and the Second Party/Developer do here by as well as both hereby grant, sell, convey, transfer, assign and assure unto the Purchaser/s herein **ALL THAT** the undivided impartible proportionate share in the land contained in the Premises bearing No. 478 Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, more fully described in the "**B**" **SCHEDULE** hereto and delineated on the map marked and bordered Red **TOGETHER WITH** the proportionate undivided impartible share and/or the interest land, roof and in the main entrance, passage, staircase landings, drains, sewers, water pipes and all other equipments in the said building and undivided share AND THE REVERSION OR REVERSOSN, REMAINDER OR REMAINDERS AND THE ISSUES AND PROFITS of and in connection with the flat and common spaces and the properties and apportionment thereof AND ALL THAT the estate, right title, interest, property, claim and demand whatsoever both at law and in equity of the Second Party/ Developer into and upon the Said Flat and common space and the properties appurtenant thereof TO HAVE AND TO HOLD the said unit and undivided share in the land here determents, rights and properties granted sold, conveyed, transferred or intended to each and every part thereof unto the Third

Contd....11

4. AND FURTHER THAT the Second Party/Developer and all persons having or lawfully or equitably any estate or interest in the said undivided share in the land or any part thereof, from under or in trust for the Second Party/Developer shall do and execute or caused to be done for the benefits and rights hereby granted, sold conveyed, transferred and secure and to the Third Party/in the manner aforesaid as shall or may be reasonably require.

5. AND ALSO THAT the Second Party/ Developer declares that Land owners have not any time done or executed or knowingly suffered whereby the said undivided share in the said land and other benefits and rights hereby granted, sold, conveyed, transferred assigned and assumed or expressed to be affected in title OR that the Third Party/Purchaser/s shall not extend or demolish the Flat/unit mentioned in the "B" Schedule or any part thereof.

THE THIRD PARTY/PURCHASER/S HEREBY COVENANT WITH THE SECOND PARTY/DEVELOPER AS FOLLOWS:

- 1. THAT THE** Third Party/Purchaser/s admit and accept that upon full satisfaction and with the complete knowledge of common portions, specifications and all other ancillary matters, and are purchasing the said Flat and appurtenances. The Third Party/Purchaser/s has examined and is acquainted with the said Flat and appurtenants and the building.
- 2. AND THAT THE** Third Party/Purchaser/s shall not at any time hereafter and for any reason whatsoever claim partition of the said undivided share in the said land from the remaining interest of the said land.
- 3. AND THAT THE** Third Party/Purchaser/s shall duly observe perform all the conditions as are on their parts and to be observed and performed under the sale Agreement.
- 4. AND THAT THE** Third Party/Purchaser/s shall at all times cooperate the Association/Service Provider in the management and maintenance of the common portions and/or in the other acts relating to common purpose and shall duly observe and perform all the rules and regulations as may be framed from time to time relating to the common purposes.
- 5. AND THAT THE** Third Party/Purchaser/s shall pay regularly and punctually all taxes and impositions and outgoing attributable in respect of the said undivided share in the land and the unit.
- 6. AND THAT THE** Third Party/Purchaser/s neither have or shall have nor shall claim any absolute right title or interest in any other part or portion of the land and the building side in respect of the said undivided share in the land and the other units.

North : Plot No. 96,
East : Plot No. 93,

South : 8 ' ft wide common passage,
West : Plot No. 97 & 99.

"B" SCHEDULE" ABOVE REFERRED TO
(DESCRIPTION OF SPACE/FLAT/AREA)

PART -I
(The Said Unit/Flat)

In the District of Hooghly, P.S. Chinsurah, **ALL THAT** piece and parcel of a Residential Unit/Flat being No., having **Super Built-up area** more or less **Sq. ft.** and **Built-up area** more or less **Sq. ft.** in Floor, on the (G+4) multi-storied building with lift facility namely "**CHANDANA APARTMENT**", with Marbles/Tiles floor, appertaining to Mouza-Bally, J.L. No. 09, amalgamated Holding No. 560/433 + 1054/560 Kailashnagar, Mohalla Kazidanga, situated at 478 Kailashnagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Ward No. 5, under Hooghly-Chinsurah Municipality, consisting of Three/Two Bed Rooms, One Drawing-Cum-Dining Room, One Kitchen, Two Toilets/Bathrooms (One attached), One Open Balcony, along with/without a open Four Wheeler Parking Space of having total area of 135 Sq. ft. approx. marked as reserved for flat No., in the Ground Floor of the said multi-storied-building which has been shown in the "**RED**" colour in the enclosed map, together with undivided proportionate share or interest of the land underneath out of the total land and all easement rights, measuring total area of land more or less **07 Cottahs, 06 Chittack & 18 Sq. ft.** of the "**A**" **SCHEDULE**" above written. The butted and bounded in the following manner :-

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

PART -II
(The Parking Space)

ALL THAT the Parking Space, of 135 square feet approx. marked as reserved for flat No., on the Ground Floor of the said multi-storied-building for parking of 1 (one) medium seized motor car in the space to be identified for "parking" as specified in "B" Schedule, Part-I.

MATA DI REAL ESTATE
Raj Kumar Mishra
Proprietor

11. Such other common parts, areas, equipments, installation fixtures, fittings and spaces in or about the said building are necessary for passage or user and occupancy of the said units in common parts after construction of the said building not excluding the roof and/or terrace and covered and uncovered car parking space and area of the said building.

MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS :

1. Immediately on registration of Deed of conveyance the co-owners of Flats shall form an Association/Society for the common purpose including taking over all obligations with regard to management control and operation of all the common portions of the building under West Bengal Apartment Ownership Act, 1972. Upon the Third Party/Purchaser/s fulfilling his/her/their obligations and covenants hereunder and upon its formation the Association shall manage and maintain things as may be necessary and/or expedient for their common purpose and the Third Party/Purchaser/s shall co-operate with the Second Party/Developer till the Association or Society is formed. The Association/Society may frame rules, regulations and by-laws from time to time for maintaining quiet peaceful enjoyment of the said building.
2. Upon formation of the Association/Society, the Second Party/Developer shall transfer all its rights and obligations and responsibility, upon the Association, adjusting all amount collected from the Third Party/Purchaser/s and other Flat owners if any and expenditure incurred thereafter and remaining due and payable by the Third party/Purchaser/s and the amount so transferred henceforth be so held by the association/Society, under the account of Third Party/Purchaser/s for the purpose deposits/expenses.
3. The Association/Society upon its formation and co-owner shall however, remain liable to indemnify and to keep indemnified the Second Party/Developer from all liabilities of their respective obligations by the co-owners and/or the Association/Society.

The Purchaser Shall NOT DO the following :

1. Obstruct the association if any, or co-owners in their acts, relating to the common purposes.

13. Object any owner or occupier of any unit of the building in question in selling or granting rights to any person on any part of the premises and/or the Building (excepting in the said unit and the parking space.
14. Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said unit and the parking space, if any.
15. Allow or keep any lunatic or any person suffering from any virulent, dangerous, obnoxious or infectious disease in the said unit and the parking space, if any.
16. Keep any domestic animal or pet save in the manner permitted in writing by the other co-owners and/or occupiers and building in question or the association or the corporation and other authorities.
17. Affix or draw any wire, cable, pipe from to or through any common portions or outside walls of the Building or other units save in the manner indicated by the owners or occupiers of the building in question or the association.
18. Keep any heavy articles or things which are likely to damage the floors or operate any machine save usual home appliances.
19. Install or keep or run any generator so as to cause nuisance to the occupants of the other portion of the Building.
20. Change the colour scheme of the windows, grills and the main doors of the other units. In case of other units of the building, any alterations and change of colour scheme, to be done by obtaining prior permission of the other owners and/or occupiers of the building in question.

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MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

RECEIPT

RECEIVED a sum of Rs. _____/- (Rupees _____) only as and by way of full and final consideration money of these presents as per the memo below :

MEMO OF CONSIDERATION

Draft/Cheque NO & DATE	DRAWN ON	AMOUNT (RS)
	By Cash / Account Payee Cheque	
	Total →	

(Rupees only).

**SIGNED, SEALED AND
DELIVERED →**

Raj Kumar Mishra

**EXECUTED AS CONSTITUTED ATTORNEY
HOLDER OF LAND OWNERS.**

**SIGNED, SEALED AND
DELIVERED →**

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

SIGNATURE OF DEVELOPER

**SIGNED, SEALED AND
DELIVERED →**

SIGNATURE OF THE PURCHASER/S

Drafted by me, as dir.

Advocate.



MATA DI REAL ESTATE
24/1, ABHOY GUHA ROAD, PO- LILUAH
DIST - HOWRAH ,PIN - 711204

PROJECT REGISTRATION
Sl. No. - 6

- 1 -

POSSESSION LETTER
AFTER COMPLETION

On behalf of "**MATA DI REAL ESTATE**", a Proprietorship firm having its office at 24/1, Abhoy Guha Road, District Howrah, represented by its proprietor viz. **RAJ KUMAR MISHRA**, son of Late Jagarnath Mishra, by faith Hindu, by profession Business, residing at 41 Thakurdas Ghosh Street, Belur, Dist. Howrah, Represented by **CONSTITUTED ATTORNEY** of Land Owners namely (1) **SRI NIMAI BANNERJEE**, son of Late Sunil Kumar Bannerjee, (2) **SRI BIJOY KUMAR SAHA**, and (3) **SRI DIPAK KUMAR SAHA**, both are sons of Late Sachindra Lal Saha, of 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Pin-712123, and also being Developer of multi-storied building (**CHANDANA APARTMENT**), over the amalgamated "A" Schedule below Property, giving the full, valid and legal possession of one Residential Flat being No. in Floor, along with the Keys and other documents related to the Development of multi-storied building situated at 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Ward No. 5 under Hooghly-Chinsurah Municipality, amalgamated Holding No. 560/433 & 1054/560, Mohalla Kazidanga (Olaichanditala), Kailashnagar P.S. Chinsurah, to → (1) son of and (2) son of after executing the **Sale Deed** being No. of the year on, Registered withMATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor
(RAJ KUMAR MISHRA)
DEVELOPER &
PROPRIETOR OF
MATA DI REAL ESTATE



MATA DI REAL ESTATE
24/1, ABHOY GUHA ROAD, PO- LILUAH
DIST - HOWRAH, PIN - 711204

--2--

"A" SCHEDULE ABOVE REFERRED TO (AMALGAMATED PROPERTY)

=====

ALL THAT piece and parcel of "Bastu" total land measuring about **07 Cottahs, 06 Chittack & 18 Sq. ft.** as follows :-

(i) comprised in R.S. Dag Nos. 1942 & 1944, corresponding to L.R. Dag No. 2740, under R.S. Khatian No. 467, corresponding to L.R. Khatian No. **6553** (in the name of Nimai Banerjee)

Area → **04 Cottahs, 00 Chittack & 06 Sq. ft.**

A N D

(ii) comprised in R.S. Dag Nos. 1942 & 1944, corresponding to L.R. Dag No. 2740, under R.S. Khatian No. 467, corresponding to L.R. Khatian Nos. **5656 (in the name of Bijoy Kumar Saha)** and **5655 (in the name of Dipak Kumar Saha)**,

Area → **03 Cottahs, 06 Chittack & 12 Sq. ft.**

Under District Sub-Registrar office Hooghly and Additional District Sub-Registrar office Hooghly, P.S. Chinsurah, Mouza-Bally, J.L. No. 9, under Hooghly-Chinsurah Municipality Ward No. 5, amalgamated Holding No. 560/433 & 1054/560 Kailashnagar, Mohalla Kazidanga (Olaichanditala, consisting of existing various residential units, garages etc. under the name and style as "**CHANDANA APARTMENT**". The Property is butted and Bounded as follows :-

North : Plot No. 96, South : 8 ' ft wide common passage,
East : Plot No. 93, West : Plot No. 97 & 99.

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor



MATA DI REAL ESTATE
24/1, ABHOY GUHA ROAD, PO-LILUAH
DIST - HOWRAH, PIN - 711204

--3--

"B" SCHEDULE" ABOVE REFERRED TO
(DESCRIPTION OF SPACE/FLAT/AREA)

PART -I

(The Said Unit/Flat)

In the District of Hooghly, P.S. Chinsurah, **ALL THAT** piece and parcel of a Residential Unit/Flat being No., having **Super Built-up area** more or less **Sq. ft.** and **Built-up area** more or less **Sq. ft.** in Floor, on the (G+4) multi-storied building with lift facility namely **"CHANDANA APARTMENT"**, with Marbles/Tiles floor, appertaining to Mouza-Bally, J.L. No. 09, Mohalla-....., amalgamated Holding No. 560/433 & 1054/560 Kailashnagar, Mohalla Kazidanga (Olaichanditala), situated at 478 Kailashnagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Ward No. 5, under Hooghly-Chinsurah Municipality, consisting of Three/Two Bed Rooms, One Drawing-Cum-Dining Room, One Kitchen, Two Toilets/Bathrooms (One attached), One Open Balcony, along with/without a open Four Wheeler Parking Space of having total area of 135 Sq. ft. approx. marked as reserved for flat No., in the Ground Floor of the said multi-storied-building which has been shown in the **"RED"** colour in the enclosed map, together with undivided proportionate share or interest of the land underneath out of the total land and all easement rights, measuring total area of land more or less **07 Cottahs, 06 Chittack & 18 Sq. ft.** of the **"A" SCHEDULE**" above written. The butted and bounded in the following manner :-

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

PART -II

(The Parking Space)

ALL THAT the Parking Space, of 135 square feet approx. marked as reserved for flat No., on the Ground Floor of the said multi-storied-building for parking of 1 (one) medium seized motor car in the space to be identified for "parking" as specified in "B" Schedule, Part-I.

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor