

DRAFT COPY OF DEED OF SALE

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the _____ day
of _____, 2020 (Two thousand and Twenty) **B E T W E E N**

SRI RANJIT SENGUPTA(PAN No. ANGPS0291J)(Adhar No.) son
of Late Rajendra Nath Sengupta, by faith Hindu, by Nationality Indian, by occupation
Service, residing at Peyara Bagan, P.O. Laskarpur, P.S. Sonarpur now Narendrapur, Kolkata
700153, hereinafter called and referred to as the **"LAND OWNER"** (which
expression shall unless excluded by or repugnant to the context be deemed to
mean and include his respective legal heirs, executors, administrators, legal
representatives and/or assigns) of The **FIRST PART;** Represent by his lawful
Attorney namely **"RAJ CONSTRUCTION"**(PAN No. AARFR0147A) a
Partnership Firm having its office at 3127 Laskarpur, Peyara Bagan, P.O.
Laskarpur, P.S. Sonarpur, District :- South 24 Parganas, PAN No. AARFR
0147A, represented by its Partners, No. (1) **SRI RAJESH BOSE**(PAN No.
ASFPB7591N) son of Dulal Bose, by faith - Hindu, by occupation - Business,
residing at 3127 Laskarpur, Peyara Bagan, P.O. Laskarpur, P.S. Sonarpur,
District :- South 24 Parganas, No. (2) **SRI SANJOY BOSE**(PAN No.
APJPB1693Q) son of Dulal Bose, by faith - Hindu, by occupation - Business,
residing at Laskarpur, Peyara Bagan, P.O. Laskarpur, P.S. Sonarpur, District :-
South 24 Parganas, (3) **SRI GOUTAM SARKAR**(PAN No. CPOPS0635C) son of Late
Haripada Sarkar, by faith Hindu, by occupation Business, residing at 352 South Laskarpur,
P.O. Laskarpur, P.S. Sonarpur, Kolkata 700153, District :- South 24 Parganas,
by registered power of attorney recorded in Book No.I, Volume No. 1629-2019,

Pages 66891 to 66917, Being No. 162902003 for the year 2019, duly registered in the office of the A.D.S.R. at Garia, 24 Parganas(S).

A N D

.....(PAN No.)(Adhar No.)
S/W/D of, by nationality Indian, by faith, by occupation, residing at, P.O., P.S., Kolkata, Dist., hereinafter called and referred to as the **PURCHASER** (which terms or expression shall unless excluded by and/or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators legal representatives and assigns) of the **SECOND PART**.

A N D

“RAJ CONSTRUCTION”(PAN No. AARFR0147A) a Partnership Firm having its office at 3127 Laskarpur, Peyara Bagan, P.O. Laskarpur, P.S. Sonarpur, District :- South 24 Parganas, represented by its Partners, No. (1) **SRI RAJESH BOSE(PAN No. ASFPB7591N)** son of Dulal Bose, by faith - Hindu, by occupation - Business, residing at 3127 Laskarpur, Peyara Bagan, P.O. Laskarpur, P.S. Sonarpur, District :- South 24 Parganas, No. (2) **SRI SANJOY BOSE(PAN No. APJPB1693Q)** son of Dulal Bose, by faith - Hindu, by occupation - Business, residing at Laskarpur, Peyara Bagan, P.O. Laskarpur, P.S. Sonarpur, District :- South 24 Parganas, (3) **SRI GOUTAM SARKAR(PAN No. CPOPS0635C)** son of Late Haripada Sarkar, by faith Hindu, by occupation Business, residing at 352 South Laskarpur, P.O. Laskarpur, P.S. Sonarpur, Kolkata 700153, District :- South 24 Parganas, hereinafter called and referred to as the **“BUILDER/DEVELOPER”** (which terms or expression shall unless excluded by and/or repugnant to the subject or context be deemed to mean and include all its heirs, successors-in- office, legal representatives and assigns) of the **THIRD PART**;

WHEREAS one Usha Rani Sengupta wife of Rajendra Nath Sengupta was the sole and absolute owner of a land measuring about 4 Cotha 00 Chittak 00 Sqft. lying and situated at Mouza Laskarpur, J.L. No. 57, LOP No. 3062, C.S. Plot No. 786, P.S. Sonarpur now Narendrapur, Dist. 24 Pgs(s), ADSR office Sonarpur now Garia, under Rajpore Sonarpur Municipality, Ward No. 31, being Holding No. 166, Peyara Bagan, Kolkata 700153, by virtue of Deed of Gift dated 15.05.1992, executed by the Governor of the State of West Bengal, which was duly registered in the office of the A.D.S.R. Alipore, Dist. 24 Pgs(S), recorded in Book No. I, Volume No. 10, Pages 285-288, Being Deed No. 747 for the year 1992.

AND WHEREAS the said Usha Rani Sengupta wife of Rajendra Nath Sengupta died leaving behind her one son namely SRI RANAJIT SENGUPTA & one daughter namely SMT. NAMITA DASGUPTA and they are the joint owners according to Hindu Succession Act., they are the only owners of the said premises and which was acquired by them by inheritance.

AND WHEREAS the said Smt. Namita Dasgupta transferred her 50% share of the said property to Ranjit Sengupta by way of a Deed of Gift on 5.12.2011, which was duly registered in the office of the A.D.S.R. Sonarpur, Dist. 24 Pgs(S), recorded in Book No. I, Volume No. 30, Pages 5040-5062, Being Deed No. 12935 for the year 2011.

AND WHEREAS the said Ranjit Sengupta resides and occupy the said landed area 4 Cotha 00 Chittak 00 Sqft. more or less without any disturbance from any corner, and mutated his name before the Rajpore Sonarpur Municipality, being Holding No. 166, Peyara Bagan, and paying Tax in regular basis till date.

AND WHEREAS the Developer herein coming on business of such development and construction of properties as real estate agent and subsequently made a Development Agreement with the Land owner herein on 23.04.2019, registered at the office of the Addl. Dist. Sub Registrar at Garia, recorded in Book No. 1, Volume No. 1629-2019, Pages 66856-

66890, Being No. 162901999 for the year 2019 and in all respect in accordance with the sanctioned by the Municipal authority concern vide building Plan bearing No. 178/CB/31/23 dated 27.09.2019.

AND WHEREAS the Developer herein coming on business of such development and construction of properties as real estate agent.

AND WHEREAS during the period of construction of the said building the Developer has invited offer from the intending purchaser(s) for acquiring self contained flat and others spaces in the proposed building out of the Developer's allocation and the Purchasers herein have agreed to purchase one self contained flat on the measuring about **Sq. ft.** more or less super built up area, on the floor, side, Flat No., along with one open car parking space measuring about Sqft. on the Ground floor, of the said building lying and situate at Mouza Laskarpur, J.L. No. 57, LOP No. 3062, C.S. Plot No. 786, P.S. Sonarpur now Narendrapur, Dist. 24 Pgs(s), ADSR office Sonarpur now Garia, under Rajpore Sonarpur Municipality, Ward No. 31, being Holding No. 166, Peyara Bagan, Kolkata 700153, morefully mentioned and described in the **Second Schedule** hereunder written (hereinafter for the sake of brevity referred to as "the said flat") at or for the total price and/or consideration of **Rs.-(Rupees)** **only**, and the Developer and the Vendors in their individual capacity have accepted the said offer of the Purchasers herein and accordingly the parties hereto have entered into a agreement dated

AND WHEREAS the said Developer has already constructed and completed the said flat as well as the proposed building in accordance with the said sanctioned Building Plan and now at the request of the Purchasers herein and on receiving the full and final consideration amount from the said Purchasers the said Developer along with the Vendors/Owners have agreed to execute and register the proper Deed of Conveyance unto and in favour of the Purchasers herein in respect of the said flat more fully mentioned in the Second schedule hereunder written in terms of the said agreement dated

NOW THIS INDENTURE WITNESSETH that in terms of the said agreement for sale and in consideration of sum of **Rs./-(Rupees)** only, lawful money of the Union of India well and truly paid by the Purchasers to the Developer/Confirming party herein at or before the execution of these presents (the receipt whereof the Developer/Confirming party doth hereby admit and acknowledge and to have been received and of and from the same and every part thereof doth hereby acquit, release and forever discharge the purchasers as well as the property hereby conveyed), the Vendors along with the Developer in their individual capacity do hereby grant, transfer, convey assign and assure unto and in favour of the Purchasers **ALL THAT** one self contained flat measuring about **Sq. ft.** more or less super built up area, on the floor, side, Flat No., along with one open car parking space measuring about Sqft. on the Ground floor, of the said building lying and situate at Mouza Laskarpur, J.L. No. 57, LOP No. 3062, C.S. Plot No. 786, P.S. Sonarpur now Narendrapur, Dist. 24 Pgs(s), ADSR office Sonarpur now Garia, under Rajpore Sonarpur Municipality, Ward No. 31, being Holding No. 166, Peyara Bagan, Kolkata 700153, morefully and elaborately described in the **Second Schedule** hereunder and the undivided proportionate share or interest in all the common parts and portions and facilities and amenities comprised in the said building morefully and elaborately described in the **Third schedule** hereunder written and also the right, title and interest of the vendors hereby sold and transferred and the Developer hereby confirm, release relinquish disclaim and disown their right title and interest in favour of the Purchasers herein into and upon the said flat together with all other ways paths, passages sewers, advantages and appurtenances whatsoever to the said flat belonging to or in anywise appertaining thereto or reputed to belong or be known as part and parcel thereof or held used or enjoyed therewith or be appurtenant thereto and the reversion or reversions remainder or remainders and all the rents issues and profits thereof and every part thereof portions thereof together with the right to use the common areas and egress and the undivided proportionate share or interest in all the common parts and portions and facilities and amenities comprised

in the said building morefully described in the Third schedule hereunder written and also all the right title and interest of the vendors hereby sold and transferred and the Developer/Confirming Party hereby confirms release relinquish disclaim and disown its right title and interest unto and in favour of the Purchasers herein into or upon the said flat together with all other ways paths passages sewers advantages and appurtenances whatsoever to the said flat belonging to or in anywise appertaining thereto or reputed to belong or be known as part or parcel thereof or held used or enjoyed therewith or be appurtenant thereto and the reversion or reversions remainder or remainders and all the rents issues and profits thereof and every part there or portions thereof TOGETHER WITH the right to use the common areas and paths and passages for the purpose of free ingress and egress out of the said flat and every part or portions thereof in common with the other owners and occupiers of the said building and all the rights of easements, quasi easements and stipulations and provisions in connection with the beneficial use and enjoyment of the said flat and the essential service and amenities appertaining thereto and all the muniments deeds pattahs documents writings and other evidences of title exclusively relating to the said premises and/or the said flat which is now are or in the custody/possession and control of the said owners or which the vendors can procure without any suit or action AND all the estate right tile interest property claim and demand whatsoever of the said vendors into or upon the said flat and every part or portion thereof **TO HAVE AND TO HOLD** the said flat hereby sold granted transferred conveyed assigned and assured or expressed or intended so to be with all rights benefits easements and appurtenances thereto unto and to the use of the Purchasers herein absolutely and forever SUBJECT HOWEVER to the Purchasers making payment of the proportionate or apportioned share of the maintenances charges and statutory rates taxes and impositions in respect of the said flat BUT OTHERWISE free from all encumbrances charges attachments, liens whatsoever SUBJECT HOWEVER to the various easement and quasi easement and other stipulations and provisions and provisions and/or restrictions provided for in the said building for the purpose of beneficial use and enjoyment of the said

flat AND free and clear and freely and clearly and absolutely acquitted exonerated and released or otherwise well and sufficiently indemnified from against all manner of estate claim charges lien attachments and encumbrances created made done executed or suffered by the said owners AND the Vendors hereby further covenant with the Purchasers herein that the said owners and all the persons claiming through under or in trust for the Vendors shall and will from time to time and at all material times hereafter and at the request and cost of the Purchasers herein make do execute or cause to be made done and executed all such further and other lawful acts deeds matters and things whatsoever for further better and more perfectly assuring the said flat hereby sold transferred conveyed and granted or expressed or intended so to be unto and to the use of the Purchasers herein in the manner as aforesaid.

**2. THE VENDORS AND THE DEVELOPER/CONFIRMING PARTY DO
HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS :**

I) That notwithstanding any act deed matter or thing whereby the Vendors done or executed or knowingly suffered to the contrary the Vendors herein are now lawfully and rightfully are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said flat and every part or portion thereof hereby granted sold conveyed transferred assigned and assured unto and to the use of the Purchasers herein in the manner as aforesaid for a perfect and indefeasible estate of inheritance without any manner or condition or other things to alter defeat encumber or make void the same.

II) AND THAT notwithstanding any act, deed or thing whatsoever or howsoever done as aforesaid the Vendor and the Developer in their individual capacity have now full right power and absolute authority to grant sell, convey, transfer, assign and assure the said flat along with undivided proportionate share of land and all other benefits and rights hereby granted sold conveyed transferred assigned and assured unto and to the use of the Purchasers herein in the manner as aforesaid according to the true intent and meanings of these presents.

III) AND THAT the Purchasers herein shall and may from time to time and at all material times hereafter peaceably and quietly hold possess use and enjoy the said flat and all other benefits and rights hereby granted sold, conveyed transferred assigned and assured or expressed or intended so to be unto and to receive all the rents issues and profits thereof without any lawful hindrance eviction interruptions disturbances claims and demands whatsoever or howsoever from or by the Vendors herein or any person or persons having lawfully or equitably claiming from under or in trust for the Vendors.

IV) AND THAT the said flat and all other rights and benefits hereby granted, sold, conveyed, transferred assigned and assured or expressed or intended so to be and each and every part thereof are now free from all claims, demands, encumbrances lien lispens attachments made or suffered by the Vendors or any person or persons having or lawfully claiming any estate or interest therein from under or in trust for the Vendors.

V) AND ALSO THAT the Vendor and the Developer/Confirming Party herein have not at any time done or executed or knowingly suffered or been a party to any act deed matter or thing whereby and where under the said flat and all other benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part thereof can or may be impeached encumbered or effected in title.

VI) AND ALSO THAT the Vendor herein shall unless prevented by fire or some other irresistible force or accident from time to time and at all material times hereafter upon every reasonable request and at the cost of the Purchasers herein make do produce or cause to be made executed and produced to the Purchasers herein or to their attorneys or agents at or before or in any Court of Law, Tribunal, board or authority or otherwise as occasion shall require all the deeds, pattahs, muniments, documents writings and evidences of title exclusively relating to the said premises in the custody control and power of the Vendor herein and shall also at the like request and cost of the Purchasers deliver to the Purchasers herein or his/her successors in title such attested or other true copies or extracts from the said deeds pattahs muniments documents writings and evidences of title or any of them as the

Purchasers may require and the Vendor shall in the meantime unless prevented as aforesaid keep the said deeds pattahs muniments documents writings and evidences of title safe, unobliterated and unconcealed.

VII) The Vendor and the Developer shall sign all such papers and do and assist in such manner as may be required by the Purchasers for mutation of names of the Purchasers in the records of the Municipality as the occasion shall require.

3. THE PURCHASERS DO HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER AS FOLLOWS :

a) The Purchasers and all other person or persons deriving title under or in trust for them shall at all material times hereinafter shall observe and perform the rules and regulation framed and/or as may be determined by the Society and/or the Association/Holding Organisation to be formed by the Purchasers.

b) The Purchasers shall at all material times hereafter shall regularly and punctually make payment of all the Municipality or Panchayat rates and taxes and other statutory taxes and impositions and expenses relating to the maintenance of the said building more fully mentioned in the Fourth schedule hereunder written from the date of possession of the said flat hereby conveyed. It is further agreed by the Developer that before handing over the flat, the Developer will clear the all dues of the first schedule property.

4. IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE VENDOR, DEVELOPER AND THE PURCHASERS AS FOLLOWS:

That the right of the Purchasers herein shall always remain restricted only to the said flat described in the Second Schedule hereunder written and the undivided proportionate share or interest in the land comprised in the said premises and attributable to the said flat and the Purchasers shall not claim any other right, title interest and claim in the other part or portions of the said premises and the other constructions at the said premises except the common areas and facilities and benefits of all the covenants and easements appertaining to the said flat the said undivided proportionate share or interest in the land comprised in the said premises.

5. **PROVIDED ALWAYS** and it is hereby expressly agreed and declared by and between the parties hereto as follows:

- a) The Purchasers herein shall remain liable to pay all rates taxes and other outgoings in respect thereof from the date of possession.
- b) The interest of the Purchasers herein in the said land below and underneath the building shall always remain variable and impartible.
- c) The Purchasers herein shall not have any exclusive right title interest claim or demand whatsoever or howsoever over and in respect of the other part or portions of the said building and/or the said premises.
- d) The said flat shall be held by the Purchasers herein subject to the building rules and regulations which shall or may be framed by the Association of the flat Owners and/or the Developer for determination of the easements quasi easements and exceptions and/or reservations as to the user of the said flat and the Purchasers herein hereby agrees to accept the same.

FIRST SCHEDULE ("A") REFERRED TO ABOVE

(Description of the entire land with building)

ALL THAT a piece and parcel of Bastu land measuring about 4 Cotha 00 Chittak 00 Sqft. lying and situated at Mouza Laskarpur, J.L. No. 57, LOP No. 3062, C.S. Plot No. 786, P.S. Sonarpur now Narendrapur, Dist. 24 Pgs(s), ADSR office Sonarpur now Garia, under Rajpore Sonarpur Municipality, Ward No. 31, being Holding No. 166, Peyara Bagan, Kolkata 700153, **TOGETHER WITH** all easement rights benefits, facilities and other advantages attached therein and the said property is butted and bounded in the manner following ;

North by : LOP No. 3063

South by : 18'ft. wide Road.

East by : 10'ft. wide Road.

West by : LOP No. 3065

SECOND SCHEDULE ("B") REFERRED TO ABOVE

(Description of the residential unit/flat hereby sold/conveyed)

ALL THAT piece and parcel of one self contained residential unit being measuring about Sq. ft. super built up area, on the floor, side, Flat No., together with undivided proportionate share or interest of the land (impartibly) as mentioned in the First Schedule hereinabove written and rights over the common areas and facilities in the said building as mentioned in the Third schedule hereunder written together with all fittings, fixtures, installations, easement, quasi-easement rights, benefits, facilities and advantages attached to the said flat as well as the said building and the said flat is more particularly shown and delineated in the site Map or Plan annexed hereto in **RED** border line thereon as part and parcel of this Indenture.

THIRD SCHEDULE ("C") REFERRED TO ABOVE

(Common areas and facilities)

Common areas and facilities shall mean all those areas, passages and facilities situate outside the net area of the flat, so purchased by the Purchasers but within the premises which is necessary for the common use, occupation and enjoyment of the occupier/s thereof. They are as follows :

1. Entrance corridor on ground floor
2. Pump room (if any) and pump and motor with corresponding electrical connection.
3. LIFT
4. Stair case with stair way, stairs, lobby etc.
5. Landing and corridor on each floor
6. Stair room above roof level
7. Passage leading to stair way on ground floor

8. Semi underground reservoir
9. Semi under ground septic tank (if any)
10. Water way including main ferule
11. Common electric meter with corresponding main switch common main line
12. Security light in and around the building
13. Boundary walls with pillars
14. Main Gate/s to the entrance of the building
15. Shower and soil line with pits and master trap within the main premises within which the building is situated.
16. Roof of the building with parapet walls columns railings & pipes.
17. The foundations, columns, beams, supports, corridors, boundary walls including outsider wall of the said building passage, stair case, drive ways, front space, side space, back space, entrance and exists and all other common areas/passage etc.
18. All such other common parts, areas, equipments, installations fittings and fixtures covered and open spaces in or about the said building as necessary for occupancy of the building or parts thereof and easement of necessary.
19. The right of protection for other parts of the building by all parts of the said unit in so far it is necessary to protect the same.
20. The right with or without workmen and necessary materials to enter from time to time upon the said flats for the purpose of repairing so far as may be necessary for repairing such pipes, drains, wires as aforesaid provided always that save in

case of emerging the Purchasers shall be given a proper 48 hours notice in writing of the intention of such entry as aforesaid.

FOURTH SCHEDULE REFERRED TO ABOVE

(The Purchasers shall be liable and responsible to pay the following charges and expenses proportionately)

1. All costs of maintenance, operating replacing, white washing painting rebuilding replacing painting rebuilding reconstruction decoration re-decorating and lighting the common parts and also the outer walls of the said building.
2. All electricity charges payable in common for the common portion of the building.
3. Cost and expenses for maintaining and repairing of the main structures water pipes, and electric wires under or upon the said building and all other common spaces and portion and also the cost of the decorating the exterior of the building and roof.
4. Municipal and all other taxes whatsoever levied on the building and other expenses whatsoever,
5. Salary of the Sweeper, Electrician, Gardener, Care taker, Mistries, Securities etc.
6. Insurance premium of the building, if any.
7. The expenses of maintaining, repairing, re-decorating etc. of the main structure and in particular of the roof, gutter, rain water pipe, pump, etc.
8. Water taxes, Municipal and other taxes for the common areas for the time being assessed as also other outgoings, if any, when payable.

9. Such other expenses as may be deemed by the Association, if any, to be necessary or incidental for the maintenance and up-keep of the building and/or premises.

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

SIGNED SEALED AT KOLKATA
IN THE PRESENCE OF
WITNESSES ;

SIGNATURE OF THE VENDOR

SIGNATURE OF THE PURCHASERS

**SIGNATURE OF THE DEVELOPER
/CONFIRMING PARTY**

RECEIVED from the within named Purchasers the within mentioned sum of Rs./-(Rupees) **only**, being full and final consideration amount as per Memo below ;

MEMO OF CONSIDERATION

Cheque No.	Date	Bank	Branch	Amount
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WITNESSES :

**SIGNATURE OF THE DEVELOPER
/CONFIRMING PARTY**

Drafted & prepared at my office :

(SUMIT DUTTA CHOWDHURY)
Advocate
Alipore Police Court, Kolkata 700027.
F-487/276/2001

Formate of Agreement for Sale

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this the day of in the year 2020 B E T W E E N **SRI RANJIT SENGUPTA(PAN No. ANGPS0291J)(Adhar No.)** son of Late Rajendra Nath Sengupta, by faith Hindu, by Nationality Indian, by occupation Service, residing at Peyara Bagan, P.O. Laskarpur, P.S. Sonarpur now Narendrapur, Kolkata 700153, hereinafter called and referred to as the **“LAND OWNER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective legal heirs, executors, administrators, legal representatives and/or assigns) of The **FIRST PART;** Represent by his lawful Attorney namely **“RAJ CONSTRUCTION”(PAN No. AARFR0147A)** a Partnership Firm having its office at 3127 Laskarpur, Peyara Bagan, P.O. Laskarpur, P.S. Sonarpur, District :- South 24 Parganas, PAN No. AARFR 0147A, represented by its Partners, No. (1) **SRI RAJESH BOSE(PAN No. ASFPB7591N)** son of Dulal Bose, by faith - Hindu, by occupation - Business, residing at 3127 Laskarpur, Peyara Bagan, P.O. Laskarpur, P.S. Sonarpur, District :- South 24 Parganas, No. (2) **SRI SANJOY BOSE(PAN No. APJPB1693Q)** son of Dulal Bose, by faith - Hindu, by occupation - Business, residing at Laskarpur, Peyara Bagan, P.O. Laskarpur, P.S. Sonarpur, District :- South 24 Parganas, (3) **SRI GOUTAM SARKAR(PAN No. CPOPS0635C)** son of Late Haripada Sarkar, by faith Hindu, by occupation Business, residing at 352 South Laskarpur, P.O. Laskarpur, P.S. Sonarpur, Kolkata 700153, District :- South 24 Parganas, by registered power of attorney recorded in Book No.I, Volume No. 1629-2019, Pages 66891 to 66917, Being No. 162902003 for the year 2019, duly registered in the office of the A.D.S.R. at Garia, 24 Parganas(S).

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.....(PAN No.)(Adhar No.) S/W/D of
....., by nationality Indian, by faith, by occupation,
residing at, P.O., P.S., Kolkata, Dist.

....., hereinafter called and referred to as the **PURCHASER** (which terms or expression shall unless excluded by and/or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators legal representatives and assigns) of the **SECOND PART.**

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WHEREAS one Usha Rani Sengupta wife of Rajendra Nath Sengupta was the sole and absolute owner of a land measuring about 4 Cotha 00 Chittak 00 Sqft. lying and situated at Mouza Laskarpur, J.L. No. 57, LOP No. 3062, C.S. Plot No. 786, P.S. Sonarpur now Narendrapur, Dist. 24 Pgs(s), ADSR office Sonarpur now Garia, under Rajpore Sonarpur Municipality, Ward No. 31, being Holding No. 166, Peyara Bagan, Kolkata 700153, by virtue of Deed of Gift dated 15.05.1992, executed by the Governor of the State of West Bengal, which was duly registered in the office of the A.D.S.R. Alipore, Dist. 24 Pgs(S), recorded in Book No. 1, Volume No. 10, Pages 285-288, Being Deed No. 747 for the year 1992.

AND WHEREAS the said Usha Rani Sengupta wife of Rajendra Nath Sengupta died leaving behind her one son namely SRI RANAJIT SENGUPTA & one daughter namely SMT. NAMITA DASGUPTA and they are the joint owners according to Hindu Succession Act., they are the only owners of the said premises and which was acquired by them by inheritance.

AND WHEREAS the said Smt. Namita Dasgupta transferred her 50% share of the said property to Ranjit Sengupta by way of a Deed of Gift on 5.12.2011, which was duly registered in the office of the A.D.S.R. Sonarpur, Dist. 24 Pgs(S), recorded in Book No. I, Volume No. 30, Pages 5040-5062, Being Deed No. 12935 for the year 2011.

AND WHEREAS the said Ranjit Sengupta resides and occupy the said landed area 4 Cotha 00 Chittak 00 Sqft. more or less without any disturbance from any corner, and mutated his name before the Rajpore Sonarpur Municipality, being Holding No. 166, Peyara Bagan, and paying Tax in regular basis till date.

AND WHEREAS the Developer herein coming on business of such development and construction of properties as real estate agent and subsequently made a Development Agreement with the Land owner herein on 23.04.2019, registered at the office of the Addl. Dist. Sub Registrar at Garia, recorded in Book No. 1, Volume No. 1629-2019, Pages 66856-66890, Being No. 162901999 for the year 2019 and in all respect in accordance with the sanctioned by the Municipal authority concern vide building Plan bearing No. 178/CB/31/23 dated 27.09.2019.

AND WHEREAS the Developer herein invited offer from the intending purchaser(s) for acquiring self contained flat and others spaces in the proposed building and the Developer herein have agreed to sell, convey and transfer to the purchser hereof that the said flat measuring about Sq. ft. more or less super built up area, on the floor, side, Flat No., along with one open car parking space measuring about Sqft. on the Ground floor, of the said building lying and situate at Mouza Laskarpur, J.L. No. 57, LOP No. 3062, C.S. Plot No. 786, P.S. Sonarpur now Narendrapur, Dist. 24 Pgs(s), ADSR office Sonarpur now Garia, under Rajpore Sonarpur Municipality, Ward No. 31, being Holding No. 166, Peyara Bagan, Kolkata 700153, with undivided proportioned variable share of land of First Schedule hereunder written together with all amenities, facilities on the common area, passages, staircases etc. which is more fully and particularly described in second schedule written hereunder free from all encumbrances, charges, attachments, liens, lispendencies whatsoever on the terms and conditions, stipulated as contained hereunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

That it is hereby agreed by and between the parties hereto as follows :-

- 1) That the Developer hereby agrees to sell, convey and transfer and the Purchser hereof agree to purchase ALL THAT One self contained residential flat measuring about Sq. ft. more or less super built up area, on the floor, side, Flat No.,

along with one open car parking space measuring about Sqft. on the Ground floor, of the said building lying and situate at Mouza Laskarpur, J.L. No. 57, LOP No. 3062, C.S. Plot No. 786, P.S. Sonarpur now Narendrapur, Dist. 24 Pgs(s), ADSR office Sonarpur now Garia, under Rajpore Sonarpur Municipality, Ward No. 31, being Holding No. 166, Peyara Bagan, Kolkata 700153, with undivided proportionate variable, impartible and indivisible share or interest in the said land and building to be constructed, lying and situated at the said premises more fully and particularly described in the First Schedule hereunder written together with all fittings, fixtures, facilities and amenities on the common area more fully and specifically described in the Second Schedule written hereunder at or for the price of Rs./- per Sqft.(for super built up area) i.e. totaling a sum of **Rs./- (Rupees) only**, subject to the Developer making out a good and marketable title thereto and the same being free from all encumbrances.

2) That the purchaser hereof being agreed with the terms and conditions will be paid to the Developers a sum of **Rs./- (.....) only** as and by way of advance/earnest money at the time of signing of this Agreement and/or part payment (as per Memo below) of the aforesaid agreed total consideration, the receipt whereof the Developer hereof does hereby admitted and acknowledge and discharges the purchasers from the liability to make such payment AND THAT it is hereby agreed that the balance will be paid by the Purchser to the Developer part by part and if this payment schedule Purchasers are not comply perfectly that agreement automatically will become void and Developer is not responsible to sell Second Schedule property to the Purchser herein and will refund the money taken as advance from the purchser and Developer shall be free and done agreement with another intending Purchasers and refund the said advance so paid to the Purchasers by the Developer within 30 days, the said balance amount will be paid in this following manners;

- a) On or before Foundation a sum Rs./-
- b) On or before Ground floor roof casting a sum Rs./-
- c) On or before 1st floor roof casting a sum Rs./-
- d) On or before 2nd floor roof casting a sum Rs./-
- e) On or before 3rd floor roof casting a sum Rs./-
- f) On or before 4th floor roof casting a sum Rs./-
- g) At the time of Plastering a sum Rs./-
- h) At the time of flooring(marble) a sum Rs./-

Balance amount i.e. Rs.-/- to be paid at the time of delivery of possession of the flat of the Second Schedule property .

3. That if payment is not received by the Builder/Developer as per the schedule of payment mentioned hereinabove or delayed payment by the purchasers or if there is any breach of this agreement by the Purchser or the Builder then this agreement is liable to be cancelled and the cumulative amount paid by the Purchser to the Builder will be refunded within 30 days after deduction of 10% of total payment from the date of confirmation of the cancellation of the agreement under reference.

4. Developer herein who has been entrusted Second Schedule written hereunder handedover, **within**(.....) **month** from the date of this Agreement and it is hereby specifically agreed by and between the parties that in the matter of completion and finishing construction of the said flat situated on the floor, of said proposed new building at the time is the essence of the contract.

5. That the purchser hereof shall be punctual in making payment of the consideration money as mutually fixed in the manner as described herein above and if the purchasers makes any delay in the matter of making payment and as a result thereof the Developer hereof cannot complete the work within the stipulated schedule of time, in that event the Developers hereof cannot be held liable in any manner whatsoever for such delay.

6. That the Developer shall give notice in writing to the purchasers hereto informing the completion of the work of the said flat and that the said flat is ready for habitation. The purchasers hereof shall on receipt of such notice take inspection of the said flat and take delivery of the same. Possession thereof from the Developers hereof on payment of entire consideration money as aforesaid.

7. That simultaneously with the execution of this agreement, the Developer hereof shall deliver to the purchasers all the papers relating to the said premises and shall further agree to answer all requisitions on title to be made by the purchasers.

8. That the purchasers shall cause a proper search of the said land after the execution of this instrument and if a good marketable title is made out and the said land/building is found to be free from all encumbrances and attachment and other claims and is not affected by any notice or scheme or requisition, the Developer on receipt of balance consideration money shall execute

proper conveyance or conveyances through his Ld. Advocate in respect of the said flat along with the undivided proportionate share and interest of the said land in favour of the purchasers or her nominee or nominees as may be specified in which case the Developer shall cause joined of such other person or persons specified as nominees, if necessary, to pass and convey absolute title to the purchasers or the proportionate share in the said land unto the purchasers.

9. That in the event of the failure of the Developer to execute and register a proper Deed of Conveyance in favour of the purchasers herein through their Advocate namely Mr. Sumit Dutta Chowdhury on payment of the balance consideration money in respect of purchasers of the said flat along with undivided proportionate share or interest in the said land lying and situate at the said premises, more fully and particularly described in the Second Schedule hereunder written and the purchasers hereto shall have the option to sue for specific performance of contract and in that case, the Developer hereto shall remain responsible for all costs and damages that may follow there from provided however the delay in execution and registration of conveyance by the Developer hereto in favour of the purchasers hereof shall under no circumstances prevent the purchasers herein to take possession of and occupy, use and enjoy the said flat so constructed by the Developer hereto subject to making payment of the consideration money as per time Schedule as mentioned hereinabove.

10. That it is hereby mentioned that if the Developer fail to complete the flat within the time as hereinabove mentioned inspite of making payment by the purchasers in the aforesaid terms, then the purchasers can sue against the Developer for specific performance of the contract and also may claim damages and costs along with return of earnest money with interest hereto at bank rate.

11. That in the event of any defect or deficiency in title, if found, the vendor herein, shall forthwith take necessary steps to cure and/or rectify such defect at his own costs.

12. That the costs of registration, searching and expenses of stamp duty, Service Tax and other incidental charges shall be paid by the purchasers herein.

13. That so long as such flat of the said building shall not be separately assessed tax by the concerning authorities, the purchasers hereto shall pay the proportionate share of the tax etc. As may be assessed for the entire building.

14. That the purchaser shall not use the said flat in such manner which may cause nuisance or annoyance to the other occupants or flat owners nor shall use the same for any illegal or immoral purpose.
15. That after taking possession of the said flat, the cost of maintaining, repairing, white washing, decoration of the said building and particularly the common portion thereof and the equipments for common use shall be borne jointly by the purchasers with other flat owner and occupiers of the said building, provided, however the first coloring of the building and the inner common portion thereof to be made by the Developer herein.
16. That the cost of cleaning, lighting the main staircase and other common parts of the said building as used in common with other occupiers will be borne by the purchasers proportionately with the other flat owner's of the said building.
17. That the purchaser and the other flats owner/occupiers of the said building shall form society or association for maintaining the said building and shall be member of the same and shall abide by all laws, bye – laws, rules and regulation of such society or association.
18. That the Developers hereby undertakes to provide water lines for supply of water through pipes, electricity lines and concealed wiring in the said flat from the source of supply AND THAT all electric wiring and installations out and inside the said flat from the source of supply, shall at his cost (Developer) apply for and obtain their separate electric meter for his flat and shall make all deposits for such meter provided however, the Developer for the said purpose shall co-ordinate with all related agency and arrange to provide the above connection.
19. That the purchaser shall not let out sell transfer, convey, mortgage, charge or in anyway encumber or deal with or dispose of the purchaser's said flat nor shall part with possession in any manner whatsoever in respect of the said flat till payments are made to the Developer pursuant to the instant Agreement for Sale.
20. That it is agreed that the said flat shall be completed by the Developers here, provided however if the said flat is not completed within the period herein mentioned or within such extended time as may be agreed upon, the purchasers hereto shall be entitled to, in that event completion of the remaining work and appropriate the cost involved therein from the consideration money payable to the Developer for proper relief in that case the Developer shall be liable for all that costs and expenses incidental thereto.

21. That there shall not be any price escalation under any circumstances.
22. If there is any delay in delivering the possession thereof as stated above due to non availability of the essential materials for the construction of the building or for want of electricity connection, water connection and/or subject of force majeure including any act of god such as earthquake, flood or other natural calamity and war restriction by Govt. Municipal authority or other authorities and/or due to any unforeseen circumstances beyond the control of the vendor/developer, the Purchasers shall accept the same without being entitled to any claim for compensation for such delay.
23. That if after searching, any defect of title of the Vendor in Second Schedule property are detected in that case, the purchasers shall be entitled to realize all the money paid to the Developer and incidental charges canceling as liquidated damage.
24. That both the party will not make any further construction on the top of the roof of the existing building.

JURISDICTION.

Appropriate Court at Alipore , District South 24- Parganas, or Kolkata High Court shall have the jurisdiction to entertain all disputes and actions between the parties herein.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the entire property)

ALL THAT a piece and parcel of Bastu land measuring about 4 Cotha 00 Chittak 00 Sqft. lying and situated at Mouza Laskarpur, J.L. No. 57, LOP No. 3062, C.S. Plot No. 786, P.S. Sonarpur now Narendrapur, Dist. 24 Pgs(s), ADSR office Sonarpur now Garia, under Rajpore Sonarpur Municipality, Ward No. 31, being Holding No. 166, Peyara Bagan, Kolkata 700153, **TOGETHER WITH** all easement rights benefits, facilities and other advantages attached therein and the said property is butted and bounded in the manner following ;

- North by : LOP No. 3063
South by : 18'ft. wide Road.
East by : 10'ft. wide Road.
West by : LOP No. 3065

THE SECOND SCHEDULE REFERRED TO ABOVE

(Description of the Flat hereby agreed to be sold/conveyed)

ALL THAT the self contained flat measuring about Sq. ft. more or less super built up area, on the floor, side, Flat No., along with one open car parking space measuring about Sqft. on the Ground floor, of the said building together with proportionate undivided share in the land underneath including the common areas and with the right to enjoy the common amenities attached thereto or meant for common purpose in the said new building comprising the First schedule property written herein above .

THE THIRD SCHEDULE HEREIN ABOVE REFERRED TO

(The building and specification of flat)

STRUCTURE AND FOUNDATION :-

Building designed on R . C . C foundations confirming to national Building Code Rules of Concerning Authority or as per sanction plan floor and design .

FLOOR & SKIRTING :-

All bed rooms, dining room/ verandah and dining will have **Marble/Tiles** finished (asper builders choice).

TOILETS :-

Toilets will be provided with CPVC pipe for general water supply from over - head tank with water connection from reasonable source. One standard white basin, one white commode with low down cistern for toilet and walls have glaze tiles upto 6'-0" height around wall with low down cistern for toilet and flooring will be vitrify tiles with skirting as per choice of the developer And one exhaust fan point/connection, Shower point, one light point, one geyser point(including hot & cold water line).

KITCHEN :-

The floor of the Kitchen will have vitrify tiles with skirting all around, Kitchen will have one black stone table with black Stone and one sink, walls have glaze tiles upon 2'-6" height from the top of Black stone kitchen table with top.

DOORS & DOORS FREMS :-

All doors will have Sal wooden frame and flash door. Of 32-35 mm thickness made by the ply. Main entrance door shall be provided with sal wood framed with flash door with magic eye and lock.

WINDOWS FRAME & GRILLS :-

All windows frames shall be made of Alluminium chanel sliding and shutter with M.S.

grills (5.5 mm thickness) of suitable design with 3 mm smoke sheet glass, outside covered with grill.

INTERNAL WALLS :-

Plaster walls finished with plaster of Paris , Bricks works will be done 8" thickness for external and 3" for internal partition walls Steel net (hennet) with standard thickness to be used for 3" partition walls.

EXTERNAL WALLS :-

External walls to be two coated with water proof cement paint with colour (asper builders choice).

WIRING :-

All concealed wiring in every rooms , toilet , kitchen , living cum – dining and verandah .

BED ROOM :-

1. One bracket light point .
2. One tube –light point .
3. One ceiling fan point .
4. One night lamp point with bed side switch.
5. One 5 pin plug point on switch board with extra plug point.

LIVING / DINING :-

1. One tube –light point .
2. One bracket light point .
3. One ceiling fan point .
4. One 5 AMP point .
5. One T . V . Antenna and telephone concealed pipe line lay out only .
6. One Electric Calling bell attached at Flat entrance .

KITCHEN :-

1. ONE tube –light point & One CLF light point.
2. One exhaust point .
3. One plug point 15 AMP.

LIVING & DINING :-

1. Water connection in living and dining
2. White basin with water supply line fittings.

ELECTRIC METER INSTOLATION COST Rs./- EXTRA

THE FOURTH SCHEDULE REFERRED TO ABOVE

(Common Areas and Libilities)

- i) The land on which the building is located all easements rights and appurtenances belonging to land and building
- ii) The foundation , columms , girders , beams , supports , main wall , lobbies , corridors , stair , staircase , ways , entrances and exists of the building .
- iii) Lift.
- iv) The easements , wards , storage space .
- v) Installation of common services such as powers , lights , water sewerages etc.
- vi) Tanks , pumps meters , compressors , pipes and tubes and general apparatus and installation existing for common use and passage and paths etc.
- vii) All other parts of this property necessary for convenience to the existance maintenance and safety of the building and common enjoyment or normally in common use .
- viii) Boundary walls .
- ix) Electrical meters room , main electric meters , pump and switches fixed in the common areas
- x) One toilet.
- xi) Roof right common all flat owner.
- xii) The Developer will arrange the initial security and extend all kind of co-operation to form the new association.
- xiii) Lighting arrangement in open area.
- xiv) Proper drainage & outlets.
- xv) Electric Tranformer or genaretor if required for the interest of all flat owners of the said building, the cost will be bear by the all purchasers.

EXTRA WORK :-

Purchser' request for extra work and /or change in at excluded specification towards betterment and fixing of costly items shall be entertained before commencement of the construction work of the specification item and the buyers shall be required to pay for the extra cost as may be requested by them shall be entertained before commencement of the construction work of the specified items and the buyers / owner shall be required to pay for the extra cost as may be determined by the Developer or his Architect in advance .

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

SIGNED , SEALED AND DELIVERED :-

In the presence of :-

As a lawful and constitute Attorney of

Ranjit Sengupta

SIGNATURE OF THE OWNER / VENDOR

SIGNATURE OF THE PURCHASER

DEVELOPER / CONFIRMING PARTY

MEMO OF CONSIDERATION

RECEIVED from the within named Purchser the sum Rs./-(.....) **only** being the advance/earnest money and / or part of total the consideration money payble by these present in the manner as follows :-

MEMO

Cheque No.	Date	Bank	Branch	Amount
				Total= Rs./-
				(.....) only

WITNESS

SIGNATURE OF DEVELOPER

Drafted and prepared
In my office:.

(SUMIT DUTTA CHOWDHURY)

Advocate
Alipore Criminal Court
Kolkata - 700 027