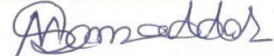


**AND WHEREAS** since then the Land Owners became the absolute owner of the aforesaid property and recorded their names in R.S. Dag No 6632 & 6633 under R.S. Khatian No 1369, Modified Khatian No. 792, New Khatian No. 6575 measuring about more or less 25.4 & 27.6 decimal, totaling 53 decimal of Mouza Chanak, J.L.No 04, Re. Su No 39, Touzi No 2998, P.S. Titagarh, under jurisdiction of Barrackpore Municipality, ward No 12, holding no 18 (6) Vivekananda Road, Barrackpore, District North 24 Parganas, more fully and elaborately described in FIRST SCHEDULE hereunder written and they have been seizing, possessing and enjoying the same with full right, title and interest thereon.

**AND WHEREAS** said VENDOR enter into a Development Agreement on Dated 28.09.2016 with the DEVELOPER herein which was duly Registered at the office of the Additional District Registrar Barrackpore, North 24 Parganas, being Book No. 01, C.D. Volume No. 1505-2016, Pages from 111673 to 111709, being Deed No. 150504432, for the Year 2016 & also executed a power of attorney in the name of the Developer on dated 28.09.2016 which was also duly registered at the office of the Additional District Registrar Barrackpore, North 24 Parganas, being Book No. 01, C.D. Volume No. 1505-2016, Pages from 111976 to 111998, being Deed No. 150504465, for the Year 2016.

**AND WHEREAS** said Gopal Chandra Chatterjee during his life time purchased another plot of land measuring about more or less 01 cottha 05 chataks 05 square feet in C.S. Dag no 880 corresponding to R.S. Dag No

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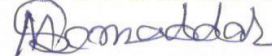
Proprietor

6634 (P), under C.S. Khatian no 721, and R.S. khatian no 724, of mouza Chanak, J.L. No. 04, P.S. Titagarh, S.R.O. Barrackpore, District North 24 parganas, from Smt Kadma Debi and others by dint of registered deed of sale which was duly registered at the office of the S.R.O. Barrackpore, being Book No. 01, C.D. Volume No. 37, Pages from 1 to 4 being deed no. 2219 for the year 1959.

**AND WHEREAS** after sad demise said Gopal Chandra Chatterjee, the above mentioned land measuring about more or less 01 cottha 05 chataks 05 square feet under C.S. Khatian no 721, and R.S. khatian no 724 in C.S. Dag no 880 corresponding to R.S. Dag No 6634 (P) of mouza Chanak, P.S. Titagarh, S.R.O. Barrackpore, District North 24 parganas, divides into three equal share in between his legal heirs and successors namely his wife Smt. Kabita Chatterjee, (Land Owner No d) and two sons namely Joydeep Chatterjee (Land Owner No e) and Chandrachur Chatterjee (Land Owner No f) as per Hindu succession Act, 1956.

**AND WHEREAS** since then the Land Owners namely Smt. Kabita Chatterjee (Land Owner No d), Shri Joydeep Chatterjee (Land Owner No e), Shri Chandrachur Chatterjee (Land Owner No f) enjoys and possess and recorded the said land in R. S. Dag No. 6634 under R.S. Khatian No. 292, Modified Khatian No. 191, New Khatian No. 6575 measuring about more or less 2.1 decimal, of Mouza Chanak, J.L.No 04, Re. Su No 39, Touzi No 2998, pargana Kalikata, P.S. Titagarh, under jurisdiction of Barrackpore

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Proprietor

Municipality, ward No 12, holding no 18 (6) Vivekananda Road, Barrackpore, District North 24 Parganas, more fully and elaborately described in FIRST SCHEDULE hereunder written and they have been seizing, possessing and enjoying the same with full right, title and interest thereon.

**AND WHEREAS** said Smt. Kabita Chatterjee (Land Owner No d), Shri Joydeep Chatterjee (Land Owner No e), Shri Chandrachur Chatterjee (Land Owner No f), again entered into a Development Agreement for above mentioned land measuring about more or less 01 cottha 05 chataks 05 square feet, on Dated 29.11.2018, with the DEVELOPER herein which was duly Registered at the office of the Additional District Registrar Barrackpore, North 24 Parganas, being Book No. 1, C.D. Volume No. 1505-2018, Pages from 156201 to 156233, being Deed No. 150505375, for the Year 2018, and also executed a Development Power of attorney on Dated 29.11.18, to the DEVELOPER herein which was duly Registered at the office of the Additional District Registrar Barrackpore, North 24 Parganas, being Book No. 1, C.D. Volume No. 1505 - 2018, Pages from 156259 to 156283, being Deed No. 150505377, for the Year 2018.

**AND WHEREAS** the landowners herein jointly enjoys & possess land measuring about more or less 56 decimal in R.S. Dag no. 6632, 6633, 6634 under R.S. Khatian No. 292, 1369, Modified Khatian No. 191, 792 , New Khatian No. 6675, 6676, of Mouza Chanak, J.L.No 04, Re. Su No 39, Touzi No 2998, pargana Kalikata, P.S. Titagarh, under jurisdiction of Barrackpore

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Proprietor

Municipality, Ward No. 12, Holding no. 18 (6) Vivekananda Road, Barrackpore, District North 24 Parganas, more fully and elaborately described in FIRST SCHEDULE hereunder written and they have been seizing, possessing and enjoying the same with full right, title and interest thereon.

**AND WHEREAS** Landowners by virtue of the aforesaid Development Agreement and Development Power Attorney granted exclusive right to the developer to undertake the construction of multi-storied building in accordance with the sanctioned Site Plan Vide Sanctioned Memo No. 95/17-18/SSP dated 18.08.2017, sanctioned revised Site Plan Vide Sanctioned Memo No. 251/18-19/SSP dated 16.03.2019 and Sanctioned Building Plan vide Sanctioned Memo No. 200/PS-GF/PL/BG on dated 24.11.2017 sanctioned by the Barrackpore Municipality and except the land owner's allocation mentioned in "second schedule" as per development agreement together with common facilities and amenities as described in Schedule, Developer have exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever by negotiating with the prospective buyers and to enter into an agreement for sale in respect of developer allocation including the units in the building together with or independent of the land comprised in the said premises on such terms and conditions and consideration as the Developer may deem fit and proper with a condition that the Land Owners shall not raise any dispute or object to such acts of the developers.


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**AND WHEREAS** Landowners by virtue of the aforesaid Development Power Attorney, the said Land Owners declare that they shall have no objection to the matter of realization of advance amount, earnest money and entire consideration money from the intending Purchasers of the flat by the developer and said land owner and developer have jointly represented before the Purchasers that the said premises is free from all encumbrances and lispendens and authorized the developer and promoter to conclude and execute agreement for sale and deed of conveyance on their behalf by presenting the deed for registration after development of property by raising multi storied (G+4) building namely **CHATTERJEE'S** which the owners ratified and confirmed.

**AND WHEREAS** THE VENDORS and the DEVELOPER have jointly approached the Purchasers to sale and the Purchasers has agreed to purchase from the VENDORS, the Unit no '.....', on ..... **Floor** (more fully described in the **SECOND SCHEDULE** here under written) including amenities, fixtures and fitting to be provided in such building (short particulars where of are set out in the **SECOND SCHEDULE** here under written) in accordance with the specifications approved by the Purchasers (full particulars of such specifications approved by the Purchasers has been described in the **SECOND SCHEDULE** hereunder written) at or for the total consideration of **Rs. .... (Rupees .....)** only (approximately) for a total super build up area of more or less .....sqft. subject to the final measurement to be arrived at the jointly by the parties

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hereto; and final assessment of the total cost of the building shall be made at the rate of **Rs ...../- (Rupees .....)** only per Sq.Ft. of the super built up area of the said building.

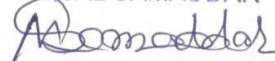
**AND WHEREAS** the Purchasers approved the construction of the building which is nearing completion on the said land and all amenities , fixtures and fitting and facilities to be provided and installed in such building as prepared by the DEVELOPER and agreed by the purchasers.

**AND WHEREAS** to record the terms and condition agreed by and between the parties hereto, the parties hereto have agreed to enter into an agreement (being these presents) in the manner hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH as follow:-**

1. Whereas the Purchasers have made searches and enquiries in respect of the relevant document as required for construction of multi storied building and satisfied themselves in all respects and that the said multi storied building since constructed is free from all encumbrances and all statutory provisions have been complied with and the vendors have complied with all statutory formalities.
2. That the VENDORS and the DEVELOPER have jointly agreed to sell and the Purchasers have agreed to purchase from the VENDORS the said proportionate land (fully described in the **FIRST SCHEDULE** hereunder

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written) and from the DEVELOPER the Unit no ....., on ..... Floor constructed on the said land (fully described in the **SECOND SCHEDULE** hereunder written) including all amenities, fixture and fitting to be provided and installed in such building (short particulars whereof are set out in the **SECOND SCHEDULE** hereunder written) as per specifications approved by the Purchasers (described in the **SECOND SCHEDULE** hereunder written) at or for the total consideration of **Rs. ....../- (Rupees .....)** only and this amount will be finally decided after the joint measurement of total super built up area by the DEVELOPER and the representative of the PURCHASERS, subject to increase or decrease @ **Rs ...../- (Rupees .....)** per sq. ft.

3. Simultaneously with the execution of these presents the Purchasers have paid to the DEVELOPER a sum of **Rs...../- (Rupees ..... Only)** as and by way of earnest money and in part payment of the consideration money and which the DEVELOPER here by admit and acknowledge.

4. The Purchasers also agree to pay the balance amount of **Rs. ....../- (Rupees ..... Only)** in installments as mentioned in FIFTH SCHEDULE.

5. The above total consideration amount is excluding Service Taxes/ GST. Service Tax/GST shall be payable by the Purchasers to the Developer as applicable as per Prevailing Rates as and when formed. The Unit area sold

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are subject to increase or decrease after final measurement before possession/registration of unit (whichever is earlier). In such case the total consideration will depend on the Final area calculated after measurement and the Purchasers have to pay the additional area cost at the rate the unit sold i.e. Rs ...../- (Rupees Three Thousand Two hundred) per sq. ft. and sale deed must contain the area calculated finally in presence of both the developer and Purchasers . Same wise, if the area found to be lesser than declared here after calculation, then the Developer must refund the less area cost at same rate sold i.e. Rs ...../- (Rupees Three Thousand Two hundred) per sq. ft. deducting any pending dues or additional work cost (if any) from the Purchasers.

6. The Purchasers and the DEVELOPER shall hold a joint survey from time to time. The first of Such survey being within a fortnight from the execution of these presents and thereafter at last once in fifteen days, in order to ascertain the position of construction in terms of progress and/or completion thereof; and after ascertaining the same and mutually agreeing there to the Purchasers shall make payment to the DEVELOPER, subject to the terms stated in **paragraph no. 1** hereof: in the manner as stated in **SCHEDULE FIVE** hereunder written. Further, the amount paid as earnest money / advance shall be fully adjusted by the Purchasers out of the 1<sup>st</sup> installment of Purchase consideration payable to the DEVELOPER.

7. The DEVELOPER here by agreed and undertakes to rectify all the defects as may be found or detected during the period of construction, which

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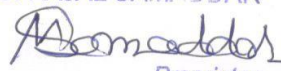
is a part of developer's schedule work, notified by the purchasers, at the DEVELOPER's own cost.

8. That the Purchasers have satisfied themselves about prima facie title the said land belonging to the VENDORS and has examined sanctioned plan of local Barrackpore Municipality obtained by the DEVELOPER and the Purchasers reserve its right to further verify the title to the said land belonging to the VENDOR and also whether the said property is free from all encumbrances, charges, liens, trusts, lispensens and/or any execution or attachments proceeding and/or prohibitory orders and /or any acquisition or requisition proceeding or scheme of any authority.

9. The DEVELOPER here by agree and undertake that he/they shall complete construction of the building on or before the **31<sup>st</sup> December' 2020** or **06 months grace period** or within such extended period as may be mutually agreed upon by and between the vendors/Developer and the purchaser, and shall also obtain the completion certificate from the local municipality subject to issued by the same from local municipality for the purpose of providing the Purchasers with the same.

10. That the DEVELOPER shall pay the all Municipality rates and taxes, electric bills in respect of the said property up to the date of handing over the possession and the Purchasers shall pay such Municipality rates and taxes, electric bills according to sub-meter issued and as well as the share of electric charges of common electric meter from the date of possession.

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11. The Purchasers have agreed to pay to the developer the electric bill dues as per electric bill received in the name of Building/Developer/Landlord, regularly either monthly or quarterly calculating the amount as proportionate share common electric meter reading and full share individual unit meter reading at the rate per unit the building receives electric bill for the period till obtaining new connection in the name of individual purchaser. Here it is specifically mentioned if any reason Purchasers are unable to pay his/her/their electric bill within a stipulated period or due date mentioned by concerned electric supply office and for such reason if the concerned office stops/disconnects the power supply of the building then the respective Purchasers are liable to pay further connection charges along with all fine penalties etc at their own cost and expenses.

12. All disputes and differences between the parties here to regarding the construction or interpretation of any of the terms and condition herein contained or touching this presents or determination of any liability shall referred to arbitrator in accordance with the provision of Arbitration and Conciliation Act, 1996 or any other amendment or modification or enactment thereto for the time being in force. The Vendors and the Purchasers shall not comments legal proceeding or to have any receiver appointed in the said premises or the said building unless the same is First refer to Arbitration and Arbitrator has given his award. The Arbitrator shall have summary powers. The Arbitrator shall have the right to give interim award and directions.

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