

B U D D H A J I T REALITY

(a Partnership firm for Developer and Contractor)

office at 28/3, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036.

Mob: 8617254672

Allotment Ref No. : of 2019 Date:

To,

Mr.

ALLOTMENT LETTER

We , like to inform you that as per your letter dated . 2019, we have allotted the following flat:

Building Name. “TOWN HEIGHTS” Apartment No. _____ Floor _____	Rate of Apartment per square feet
Consideration of Flat/ Apartment Consideration of Garage/ Parking Place +) G.S.T	
Total price (in rupee)	

Received with thanks amount of Rs..... towards advance/ booking.

It is pertinent to mention that the details of flat and consideration money will be written in the formal Agreement.

AGREEMENT FOR SALE

THIS DEED OF AGREEMENT made this the _____ of _____, in the Christian Era Two Thousand Nineteen(2019) BETWEEN **1.SRI NILRATAN BANERJEE** (PAN : BDWPB7482B), **2. SRI SWAPAN KUMAR BANERJEE** (PAN: ADRPB2465J), **3. SRI TAPAN KUMAR BANERJEE** (PAN : ADQPB4746F), All Son of Late Bhagabati Charan Banerjee, All by Occupation Retired, All by Faith Hindu, All by Nationality Indian, All Residing at Holding No.73. 80 and 81, H.B.Town, Road No.4, Scheme Plot No.152,P.O.Sodepur, P.S. Khardah, District North 24 Parganas, Kolkata-700 110, hereinafter referred jointly to as the **“LAND OWNERS”** (which term shall unless repugnant to or excluded by the context be deemed to include their respective successors, executors, legal representatives, administrators and assigns), represented by constituted attorney **SRI AVIJIT SAHA**, son of Sri Basudeb Saha, by caste Hindu, by occupation Business, by Nationality by Indian residing at 39, Jay Narayan Banerjee Lane, P.S. Baranagar, Kolkata-700 036 as owners true and lawful Attorneys (hereinafter referred to as the said Attorney) by virtue of Power of Attorney dated 07.12.2017 which have recorded A.D.S.R. Sodepur, as Book No. I, Volume No.1524 2017, Pages from 185570 to 185590 Being No. 152406370 in the year 2017, of the **FIRST PART**.

AND

B U D D H A J I T REALITY (PAN: AARFB5238Q), a Partnership firm having its office at 28/3, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, Dist- 24 Parganas (North)being represented by its Partners. **(1) MRS. CHAMPA SAHA** (PAN: CSIPS3594R) , Wife of Sri Debjit Saha, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 39, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, and **(2) MR. AVIJIT SAHA** (PAN: CFIPS8983R) Son of Sri Basudev Saha, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 39, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, hereinafter jointly called the **“DEVELOPER/PROMOTER”** (which term and expression shall mean and include unless otherwise excluded or repugnant to the subject or context be deemed to mean and include its successors, successors – in – interest, executors, administrators and assigns) Partner No.1 represented by constituted attorney and Partner **SRI AVIJIT SAHA**, son of Sri Basudeb Saha, by caste Hindu, by occupation Business, by Nationality by Indian residing at 39, Jay Narayan Banerjee Lane, P.S. Baranagar, Kolkata-700 036, their true and lawful Attorney (hereinafter referred to as the said Attorney) which has recorded in office of Addl. Registrar of Assurances-III,Kolkata as Book No.IV, Volume No.1903-2017, Being No. 190304576 in the year 2017 of the **SECOND PART**

AND

MR. _____ (PAN: _____), Son of _____, by Occupation- Service, by faith Hindu, by Nationality, residing at _____, hereinafter called and referred to as the **“PURCHASER/ALLOTEE”** (which term or expression shall unless excluded by or repugnant to the context or subject to be deemed to mean and include his legal heirs, executors, representatives, administrators and assigns) of the **THIRD PART**.

Definitions. - For the purpose of this Agreement for Sale , unless context otherwise requires, ---

- a) " **Act** " means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) ;
- b) " **Rules** " means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017 ;
- c) " **Regulation** " means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017 ;
- d) " **Section** " means a section of the Act.

WHEREAS :

The Vendor herein claims to be the Owner and/or well and sufficiently entitle to ALL THAT piece and parcel of land measuring an area of 5 (Five) Cottahs more or less comprises of the structures standing thereon being Holding No. 62(old)(S/L No.307), H.B.Town Plot No.152 together with all the rights title interest benefit entitlements attached to the said piece and parcel of land under Police Station Khardah within the local limits of the Panihati Municipality, Ward No.31(new) 20(old), hereinafter referred to as the said Premises and declares that the Vendor had acquired the title in the said property in the under written manner.

A.**The** Governor Of West Bengal acquired certain lands at the instance of the H.B. Industrial Co. Ltd., registered under the Companies Act, now in liquidation, (hereafter to as the said "Company") which has its registered Office at Sodepore within the municipal limits of Panihati in the District of 24 Parganas, for resettlement of refuses and creation of better living condition in mouza Sodepore, Natagarh and Ghola, P.S. Khardah, District 24 Parganas, under the West Bengal Land Development and Planning Act, 1948 and took possession of the said lands on or about the March 1956 whereupon the said lands vested absolutely in the Government of West Bengal (hereinafter referred to as "The Government") free from all encumbrances.

B. **Pursuant** to the provisions at Sec. 10 of the said Land Development & Planning Act the Company entered into an agreement with the Governor bearing date the 17th day of November 1950 whereby it was agreed inter alia that the Company should pay to the Government all and every compensation that will be payable in respect of the acquisition of said land all costs, charges and expenses of the acquisition proceeding as may be estimated by the collector of West Bengal Land Development & Planning act, 1948.

C.**In** accordance with the provisions of the said agreement the company deposited with the Collector of 24 parganas Rs. 1,19,185 being part of the costs of acquisition of the said lands and possession of the said lands was made over to the said Company with the right to have the lands transferred to the company upon full payment of the amount of compensation and the costs of lands to bona fide refugees and homeless, Government employees and homeless persons of the State of West Bengal in terms of the said hereinbefore in part recited Agreement.

D.**The** Company having failed to comply with the terms and conditions of the said hereinafter in part recited Agreement, the Government determined the said Agreement dated the 17th day of November, 1950 entered into between the Company and the Government for dealing with and disposing of the same in execution of the said scheme.

E. **The** Transferee Sri Bhagabati Charan Banerjee had prior to the termination of the said hereinbefore in part recited Agreement dated the 17th

day of November 1950 deposited with the company the sum of Rs. 1625 for the allotment of the plot of Land hereinafter mentioned and described in the Schedule hereunder written to the Transferee but no transfer had been effected by the Company in favour of the Transferee Sri Bhagabati Charan Banerjee of the said Land.

F. **The** Transferee has applied to the Administrator for allotment of the plot of land mentioned in the Schedule hereunder written, forming part of portion of the said lands so acquired as aforesaid under the land development and Planning Act, for residential purposes and the Administrator, Sodepore Development Scheme, had agreed to allot to the Transferee 5 (five) cottah of land, on payment of the Consideration written thereon. In addition to the sum Paid by the Transferee to the Company as aforesaid towards the price of the said land and upon assignment by the Transferee in favour of the Governor, the claim of the Transferee to recover from the company the said sum.

G. **The** transferee has requested the Governor to execute these presents for the purpose of vesting the said lands, allotted to him, in the Transferee and the Governor has agreed to do so.

H. **The** pursuant of the said Agreement and consideration the Government of West Bengal through its official on behalf of the Governor of the State of West Bengal executed a deed of Transfer in favour of the aforesaid Sri Bhagabati Charan Banerjee on 11th Day of April, 1970 where was duly registered in the office of the Sub Registrar Barrackpore, North 24-Parganas and the same was recorded in Book No.I, Volume No.28, Page 185 to 190 being No. 1539 for the year 1970.

I. **After** the said purchase while seized and possessed of the said property said Bhagabati Charan Banerjee son of late Gobinda Charan Banerjee became absolute owner of ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 0 (Zero) Chittacks 0 (Zero) Sq. ft. more or less together with structure standing thereon lying and situate in Mouza – Sodepur, Touzi No.178, Sodepur Development Scheme Plot No.152, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.846 under R.S. Khatian No.941, Police station – Khardah, District : North 24 Parganas, being Holding No. 62(old) of H.B.Town Road No.4 under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, by virtue of a deed of conveyance dated 11.04.1970 for valuable consideration mentioned therein. Sri Bhagabati Charan Banerjee mutated his name in the assessment register of Panihati Municipality and had been paying taxes up to date.

J. **Thereafter** said Bhagabati Charan Banerjee died intestate on 16.06.1985 leaving behind his widow namely Malati Banerjee, one Married Daughter namely Bela Chowdhury and three Sons namely Nilratan Banerjee, Swapan Kumar Banerjee and Tapan Kumar Banerjee and except none other legal heirs or Successors.

K. **Thereafter** said Malati Banerjee died intestate on 04.05.1997 leaving behind his one Married Daughter namely Bela Chowdhury and three Sons namely Nilratan Banerjee, Swapan Kumar Banerjee and Tapan Kumar Banerjee and except none other legal heirs or Successors.

L. The Now Bela Chowdhury , Nilratan Banerjee, Swapan Kumar Banerjee and Tapan Kumar Banerjee have become the absolute owner of ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 0 (Zero) Chittacks 0 (Zero) Sq. ft. more or less together with structure standing thereon lying and situate in Mouza – Sodepur, Touzi No.178, H.B.Town Scheme Plot No.152, R.S. No.45

J.L. No. 8 comprised in R.S. Dag no.846 under R.S. Khatian No.941, Police station – Khardah, District : North 24 Parganas, being Holding No. 62(old) of H.B.Town Road No.4 under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, by paying taxes upto date

M. Thereafter said Bela Chowdhury has gifted to her three brothers jointly her ¼th portion of ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 0 (Zero) Chittacks 0 (Zero) Sq. ft. more or less together with structure standing thereon lying and situate in Mouza – Sodepur, Touzi No.178, Sodepur Development Scheme Plot No.152, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.846 at present 846/2509 and 846/2510 under R.S. Khatian No.941, Police station – Khardah, District : North 24 Parganas, being Holding No. 62(old) 73, 80 and 81(New) of H.B.Town Road No.4 under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat by virtue of Deed of Gift which registered at A.D.S.R, Sodepur and Recorded in Book No.1, Volume No.1524-2017, Pages 166294 to 166321, being No.152405776 for the year 2017 on 02.11.2017.

N. Therefore and by virtue of above gift, Nilratan Banerjee, Swapan Kumar Banerjee and Tapan Kumar Banerjee have become the absolute owner of ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 0 (Zero) Chittacks 0 (Zero) Sq. ft. more or less together with structure standing thereon lying and situate in Mouza – Sodepur, Touzi No.178, H.B.Town Scheme Plot No.152, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.846 at present 846/2509 and 846/2510 under R.S. Khatian No.941, Police station – Khardah, District : North 24 Parganas, being Holding No. 62(old) 73, 80 and 81(New) of H.B.Town Road No.4 under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, by paying taxes upto date

O. by the registered agreement dated 07 day of December,2017 which have recorded A.D.S.R. Sodepur, as Book No. I, Volume No.1524 2017, Pages from 185369 to 185428 Being No. 152406363 in the year 2017 as well as Registered Power of Attorney dated 07 day of December,2017 made and entered into between the vendors/Land Owners and **B U D D H A J I T REALITY** , a Partnership firm having its office at 28/3, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, Dist- 24 Parganas (North) being represented by its Partners herein under certain terms and conditions with power to enter into agreement for Sale with the intending buyers of Flats, Garage, spaces etc. to be constructed in the said Premises and receive the earnest money, part payment and the entire sale consideration thereof and execute the respective deed of conveyance etc.

P. The Promoter has obtained the final layout plan , sanctioned plan , specifications and approvals for the Project and also for the apartment , Panihati Municipality as per Sanction Plan Vide No. 526 dated 05.12.2018 (G+4 Storied) . The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable .

Q. The Promoter has registered the Project under the provisions of the Act with the West Bengal housing Industry Regulatory Authority at _____ on _____ under registration no _____

R. the construction of the said building to be completed by the said developer within stipulated time mentioned in the Development agreement as per Sanction Plan Vide No. 526 dated 05.12.2018 (G+4 Storied) and the said land together with the building standing therein being more particularly

described in the schedule hereunder written and hereinafter referred to as the 'said building'.

S. The Allottee/ Purchaser had applied for an apartment in the Project vide application no _____ dated _____ and has been allotted apartment No. _____ having carpet area of _____ square feet , _____ on floor along, as permissible under the applicable law and of pro rata share in the common areas (" **Common Areas** ") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the " **Apartment** " more particularly described in **Schedule A** and the floor plan or the apartment is annexed hereto and marked as **Schedule**) ;

T. The Allottee/ Purchaser had applied for an apartment in the Project vide application no _____ dated _____ and has been allotted self contained independent Flat on the _____ side of the _____ Floor of the said building admeasuring _____ **sq.ft.** more or less super built-up area (Carpet Area _____ sq ft more or less, Balcony area more or less, salable area _____ sq ft more or less), fully mentioned in the Second Schedule hereunder written and hereinafter referred to as the 'Said Flat' along with undivided proportionate impart able share or interest in the land underneath the said building fully mentioned in the first schedule hereunder written together with all easement rights over all the common areas and common portions in the said building and premises under Developer Allocation.

NOW THEREFOR, in consideration of the mutual representations, covenants, assurances promises and agreements continued herein and other good and valuable consideration, the Parties agree as follows :

1. TERMS ;

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase , to the [Apartment / Plot] as specified in "B" Schedule .

1.2 The Total Price for the [Apartment / Plot] based on the carpet area is Rs. _____ (Rupees _____ only) ("**Total Price** ") (Give break up and description in the "F" Schedule) ;

Building Name. " TOWN HEIGHTS " Apartment No. _____ Floor _____	Rate of Apartment per square feet
Consideration of Flat/ Apartment Consideration of Garage/ Parking Place G.S.T Installation of individual Electric Meter Maintenance Deposit	
Total price (in rupee)	

Explanation :

(i) The total price above includes the booking amount paid by he allottee to the Promoter towards the [Apartment / plot] ;

(ii) The Price above includes above includes Taxes (consisting of the paid or payable by the Promoter by way of G. S. T and Cess or any other similar taxes which may be levied , in connection with the constitution of the

Project payable by the Promoter , by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottees or the competent authority , as the case may be , after obtaining the completion certificate ;

Provided that in case here is any changes / modification in the taxes , the subsequent amount payable by the allottee to the promoter shall be increased / reduced based on such changes / modification.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority , which shall include the extension of registration , if any, granted to the said project by the Authority , as per the Act, the same shall not be charged from the allottee .

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the promoter within the time and in the manner specified therein. In addition , the promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc., have been imposed or become effective ;

(iv) The Total Price of [Apartment / plot] includes recovery of price of land , construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charge, taxes, cost of providing electric wiring , electrical connectivity to the apartment , lift, water line and plumbing , finishing with paint marbles, tiles doors, windows , fire detection and firefighting equipment in the common areas , maintenance charges as per para II etc., and includes cost for providing all other facilities , amenities and specifications to be provided within the [Apartment / Plot] and the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time . The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges , cost/ charges imposed by the competent authorities , the Promoter shall enclose the said notification/ order / rule/ regulation to that effect along with the demand letter being issued in the Allottee , which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority , which shall include the extension of registration , if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee .

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule "F" (" Payment Plan") .

1.5 The Promoter may allow , in its sole discretion , a rebate for early payments of installments payable by discounting such early payments @ _ % per annum for the period by which the respective installment has been preponed . The provision for allowing rebate and such rate of rebate shall be subject to any revision / withdrawal, once granted to an Allottee by the Promoter .

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures , fittings and amenities described herein at Schedule 'D'

and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment ,plot or building , as the case may be , without the previous written consent of the Allottee as per the provisions of the Act .

Provided that the Promoter may make such minor additions or alteration as may be requested by the Allottee or such minor changes or alterations as per the provisions of the Act.

1.7 The promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the " occupancy certificate " is granted by the competent authority , by furnishing details of the charges , if any, in the carpet area . The total price payable for the carpet area shall be recalculated upon confirmation by the Purchaser . If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules from the date when such an excess amount was paid by he Allottee . If there is any increase in the carpet area , which is not more than three per cent of the carpet area of the apartment , allotted to Allottee , the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in Schedule "F" . All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement .

1.8 Subject to para 9.3 the Promoter agrees and acknowledges , the Allottee shall have the to the [Apartment/ Plot] as mentioned below :

- i. The Allottee shall have exclusive ownership of the [Apartment/ Plot] ;
- ii. The Allottee shall also have undivided proportionate share in the Common Areas . Since the share interest of Allottee in the Common Areas is undivided and cannot be divided, separated, the allottee shall use the Common Areas along with other occupants , maintenance staff etc., without causing inconvenience or hindrance to them . It is clarified the promoter shall hand ove the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- iii. That the computation of the price of the [Apartment/ Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges , taxes, cost of providing electric wiring , electricity connectivity to the apartment , lift water line and plumbing, finishing with paint , marbles tiles , doors, windows , fire detection and firefighting equipment in the common areas, maintenance charges, as per para 11 etc. , and includes cost for providing all other facilities , amenities and specifications to be within the [Apartment/ Plot] and the project ;
- iv. The Allottee has the right to visit the project site to assess the extent of development of the project and his [Apartment/ Plot] as the case may be .

1.9 It is made clear by he Promoter and the Allottee agrees that the [Apartment/ Plot] along with _____ garage / covered parking shall be treated as a single indivisible unit for all purposes . it is agreed that the Project is an independent , self-contained project covering the said land and is not a part of any other project or zone and shall not form a part of and/ or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee . It is clarified that Project's facilities and amenities shall be available only for uses and enjoyment of the Allottee of the Project .

1.10 The promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees , which it has collected from the Allottees, for the payment which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent , municipal or other local taxes, charges for water or electricity , maintenance charges, including loan and interest on mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities , banks and financial institutions , which are related to the Project) . If the Promoter fails to pay all or any of the outgoings by it from the Allottees or any liability , mortgage loan and interest thereon before transferring the apartment to the Allottees , the Promoter agrees to be liable, even after the transfer of the property , to pay such outgoings and penal charges , if any , to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person .

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the total price at the time of application the receipt of which the Promoter hereby acknowledges and he Allottee hereby agrees to pay the remaining price of the [Apartment/ Plot] as prescribed in the payment Plan [Schedule 'F'] as may be demanded by the Promoter within the time and in the manner specified therein .

Provided that if the Allottee delays in payment towards any amount which is payable , he shall be liable to pay interest at the rate prescribed in the Rules .

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments , on written demand by the Promoter , within the stipulated time as mentioned in the Payment plan [through A/c Payee cheque / demand draft bankers cheque or online payment (as applicable) in favour of _____ payable at _____

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India , shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules & Regulations made there under or any statutory amendments / modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of security , if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and Rules & Regulations of the or any other applicable law . The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India , he / she may be liable for any action under the Foreign Exchange management Act, 1999 or other laws as applicable , as amended from time to time .

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above . The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Wherever there is any change in the residential status of the Allottee subsequent to the signing of the Agreement , it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payments /

remittances on behalf of any Allottee and such third party shall not have any right in the application / allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS .

The Allottee authorizes the Promoter to adjust , appropriate all payments made by him / her under any head(s) of dues against lawful outstanding of the allotted against the [Apartment/ Plot] , if any , in his / her name and the Allottee undertakes not to object / demand / direct the Promoter to adjust the payments in any manner .

5. TIME IS ESSENCE

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment/ Plot] to the Allottee and the common areas to the association of allottees or the competent authority , as the case may be .

6. CONSTRUCTION OF THE PROJECT / APARTMENT :

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/ Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter , The Promoter shall develop the Project in accordance with the said layout plans , floor plans and specifications , amenities and facilities , subject to the terms in this Agreement , the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws , FAR and density norms and provisions prescribed by the West Bengal Municipal Act 1993 & related Building Rules and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act, and breach of the term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/ PLOT :

7.1 Schedule for possession of the said [Apartment/ Plot]:

The Promoter agrees and undertakes that timely delivery of possession of the [Apartment/ Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be , is the essence of the Agreement . The Promoter assures to hand over possession of the [Apartment/ Plot] along with ready and complete common areas with all specifications , amenities and facilities of the project in place on _____ unless there is delay or failure due to war, flood, drought , fire , cyclone , earthquake or any other calamity caused by nature affecting the regular development or the real estate project (" Force Majeure "). If, however, the completion of the project is delayed due to the *Force Majeure* conditions then the

Allottee agrees that the Promoter shall be entitled to the extension of time of delivery of possession of the [Apartment/ Plot] ;

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment/ Plot] to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate . [Provided that, in the absence of local law, the conveyance deed in favour of allottees shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate] , The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree (s) to pay the maintenance charges as determined by the Promoter / association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall hand over the occupancy certificate of the Apartment/ Plot , as the case may be , to the Allottee at the time of conveyance of the same .

7.3 Failure of Allottee to take Possession of [Apartment/ Plot]

Upon receiving a written intimation from the promoter as per para 7.2 , the Allottee shall take possession of the [Apartment/ Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement and the Promoter shall give possession of the [Apartment/ Plot] to the Allottee. If the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 .

7.4 Possession by the Allottee.

After obtaining the occupancy certificate and handing over physical possession of the [Apartment/ Plot] to the Allottee , it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the association of Allottees or the competent authority , as the case may be , as per the local laws ;

Provided that, in the absence of any local law , the Promoter shall hand over the necessary documents and plans , including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

7.5 Cancellation of Allottee.

The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Project as provided in the Act;

Provided that where the Allottee proposes to cancel / withdraw from the project without any fault of the Promoter , the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

7.6 Compensation.

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being

developed or has been developed, in the matter as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force ,

Except for occurrence at a *Force Majeure* event , if the promoter fails to complete or is unable to give possession of the [Apartment/ Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1, or (ii) due to discontinuance of the business as developer on account of suspension or revocation of the registration under the Act, or for any other reason , the Promoter shall be liable , on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available , to return the total amount received by him in respect of the [Apartment/ Plot] , with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act, within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/ Plot] which shall be paid by the Promoter to the allottee within forty-five days of it becoming due .

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

The promoter hereby represents and warrants to the Allottee as follows :

(i) The Promoter has absolute, clear and marketable title with respect to the said Land, the requisite rights to carry out development upon the said Land and absolute, actual , physical and legal possession of the said land for the Project ;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project ;

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land Project or the [Apartment/ Plot] ;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/ Plot] are valid and substituting and have been obtained by following due process of law . Further , the Promoter has been and shall , at all times , remain to be in compliance with all applicable laws in relation to the Project , said Land , Building and [Apartment/ Plot] and common areas;

(vi) The Project has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right , title and interest of the Allottee created herein , may prejudicially be affected ;

(vii) The Promoter has not entered into any agreement for sale and / or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the

Project and the said [Apartment/ Plot] , which will ,in any manner , affect the rights of Allottee under this Agreement ;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/ Plot] to the Allottee in the manner contemplated in this Agreement .

(ix) At the time of execution of the conveyance deed the Promoter shall hand over the lawful, vacant, peaceful, physical possession of the [Apartment/ Plot] to the Allottee or the competent authority , as the case may be ;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right , title and claim over the Schedule Property ;

(xi) The Promoter has duly paid and shall continue to pay and discharge all government dues , rates, charges and taxes and other monies , levies , impositions , premiums , damages and/or penalties and other outgoings , whatsoever , payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be , along with common areas (equipped with all the specifications , amenities and facilities) has been handed over to the Allottee and the association of Allottes or the competent authority , as the case may be ;

(xii) No notice from the Government or any other local body or authority or any legislative enactment , government ordinance , order, notification (including any notice for acquisition or requisition of the said Property) has been received by or served upon The Promoter in respect of the said land and/or the Project .

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default , in the following events.

(i) Promoter fails to provide ready to move in possession of the [Apartment / Plot] to the Allottes within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority . For the purpose of the para ' ready to move in possession' shall mean that the apartment shall be in a habitation condition which is complete in all respects including the provisions, amenities and facilities , as agreed to between the parties , and for which occupation certificate and completion certificate, as the case may be , has been issued by the component authority .

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act, or the rules or regulations made there under .

9.2 In case of Default by Promoter under the conditions listed above , Allottee is entitled to the following :

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest ; or

(ii) The Allottee shall have the option of terminating the Agreement in which in case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever / towards the purchase of the apartment , along with interest at the rate prescribed in the Rules written forty-five days of receiving the termination notice :

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement , he shall be paid by the Promoter , interest at the rate prescribed in the Rules, for every month of delay till the handing over the possession of the [Apartment / Plot] , which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.3 The Allottee shall be considered under a condition of Default on the occurrence of the following events :

(i) In case the Allottee fails to make payments for consecutive demands by the Promoter as per the Payment plan annexed hereto , despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in Rules ;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment / Plot] in favour of the Allottee and refund the money paid to him by the Allottee by deducting booking amount and the interest liabilities and this Agreement shall thereupon stand terminated: Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APATMENT

The promoter on receipt of Total Price of the [Apartment / Plot] as per para 12 under the Agreement from the Allottee , shall execute a conveyance deed and convey the title of the [Apartment / Plot] together with proportionate indivisible share in the Common Areas within 3 years from the date of issuance of the occupancy certificate and the completion certificate , as the case may be to the Allottee ; The Registration process should be conducted by Project Advocate after deposit the stamp duty and/ or registration charges @ 8.5% of the total Government valuation

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate . However , in case the Allottee fails to deposit the stamp duty and/ or registration charges @ 8.5% of the total Government valuation within the period mentioned in the notice, the Allottee authorizes the promoter to withhold registration of the

conveyance deed in his / her favour till payment of stamp duty and registration charges to the promoter is made by the Allottee .

11. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT :

The promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment / Plot] .

12. DEFECT LIABILITY :

It is agreed in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession , it should be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS :

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all the Common Areas, garages / covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/ or maintenance agency to enter into the [Apartment / Plot] or any part thereof , after due notice and during the normal working hours, unless the circumstances warrant otherwise , with a view to set right any defect .

14. USAGE :

Use of Basement and Service Area : The basement (s) and service areas , if any, as located within the (project name) shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station , transformer, DG set rooms , underground watertanks , Pump rooms maintenance and service rooms, firefighting pumps and equipments etc., and other permitted uses as per sanctioned plans . The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever , other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services .

15. COMPLIANCE WITH RESPECT TO THE APARTMENT :

15.1 Subject to para 12 above , the Allottee shall after taking possession , be solely responsible to maintain the [Apartment / Plot] at his / her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building , or the [Apartment / plot] or the staircase , lifts common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any

authority or change or after or make additions to the [Apartment / plot] and keep the [Apartment / Plot], its walls partitions, sewers, drains , pipe and appurtenances thereto or belonging thereto , in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support , shelter etc., of the Building is not in any way damaged or jeopardized .

“A” SCHEDULE ABOVE REFERRED TO

(Description of entire existing Property)

ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 0 (Zero) Chittacks 0 (Zero) Sq. ft. more or less together with new multi storied building standing thereon lying and situate in Mouza – Sodepur, Touzi No.178, Sodepur Development Scheme Plot No.152, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.846 at present 846/2509 and 846/2510 under R.S. Khatian No.941, Police station – Khardah, District : North 24 Parganas, being Holding No. 73. 80 and 81(old) 79(new) of H.B.Town Road No.4, within the local limits of the Panihati Municipality, Ward No.31(new) 20(old), under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, with right to take electric line, tap water line, Gas line, Telephone line, drains etc connections through under and above common passage together with all sorts of easement rights and amenities attached hereto and which is butted and bounded in the manner as follows :

ON THE NORTH : By House of Smt. Chaya Rani Chakraborty;

ON THE SOUTH : By House of Smt. Anila Bhattacharjee

ON THE EAST : H.B. Town Road No.,4 (On Road)

ON THE WEST : Scheme Plot No.144

“B” SCHEDULE ABOVE REFERRED TO

(Description of the Flat to be sold)

ALL THAT piece and parcel of **sq.ft.** more or less super built-up Flat No. being on the **Floor,** **side** consisting of

at premises/Holding No. 73. 80 and 81(old) 79(new) of H.B.Town Road No.4, P.O.Sodepur, P.S. Khardah Kolkata- 700 110, within Panihati Municipality, together with the proportionate undivided impartible land share in the land of the said Premises together with all the easement rights and common rights appurtenant to this schedule property. This Flat is within the “ **TOWN HEIGHTS**” which is also situated within the **FIRST SCHEDULE** property.

THE SCHEDULE ‘C’ AS REFERRED TO ABOVE

(Common Right and Facilities)

1. Foundation beams, vertical and lateral supports, main wall, common walls, boundary walls, main gate entrance landing of Meter Room,
2. Main gate of the said premises and common passages.
3. Installation of common services viz. electricity,

4. Common electric meter installations.
8. All open to sky space surrounding of the said building.
10. All other parts of the said building necessary for its existing maintenance and safety for normally in common use of the owners in the respective Flats/Shops.

THE SCHEDULE 'D' AS REFERRED TO ABOVE

(Common expenses)

1. All costs of maintenance, replacing white washing painting, rebuilding, reconstruction, decoration, redecoration in the common parts.
2. Municipal taxes, owners will be outgoing taxes etc. sum those separately assessed in the consignee or other co-owners and/or Flats or apartment owners.
3. All other expenses and outgoing as one incurred for the purpose of aforesaid deemed by the assignee to be necessary or incidental to the common purpose, maintenance cost will be notified after possession of the Flat / garage.

THE SCHEDULE 'E' AS REFERRED TO ABOVE

(Structural specification and other details of the Flat)

- A. **FOUNDATION:**
RCC Foundation and framed structure for plain G+ 4 floors) with elevator.
- B. **FLOORS :**
All floors and balcony will be finished with vertified tiles and with 4" skirting.
- C. **TOILET:**
Floor of the Toilet will be provided anticart tiles and 6 Ft. height of the all walls from the floor level will erect by Glaze tiles and also provide an Anglo Indian Pan and one P.V.C. Door and 1 (one) Shower, 2 (two) Tap Water .
- D. **KITCHEN:**
Kitchen will have one sink with tap and a Black stone top in kitchen covering by 3 Ft. glaze tiles & floor will be tiles with exhaust Fan point and basin with tap in the dining hall.
- E. **WINDOWS :**
All windows will be made of aluminum sliding with glass fitting pallah Cover with iron grill.
- F. **DOORS :**
Frame of good quality shal wood and flush doors of commercial quality.
- G. **ELECTRICAL WIRING :**
All wiring will be concealed and adequate outlet sockets will be provided and bed room will be provided 3 points for light, one fan and one 5 amp plug point, drawing/dining room will be provided 3 points for light, one fan point and one 5 amp plug points, one 5 amp plug points, kitchen will be provided 1 point for light, one exhaust fan point toilet will be provided 1 point for light one exhaust fan point, balcony one light point as one 5 amp plug point. C.C. T.V. for common entrance
- H. **INTERIOR WALL COATS :**

All the interior walls will be finished with a coat of plaster of paris.

I. BRICK WORKS :

All exterior/interior brick work 8'/5'/3' thick respectively with bricks of approved quality.

J. TRANSFORMER & ELECTRIC METER :

Electric Meter will be as extra charges by the Purchaser.

K. MAINTENANCE :

For over all maintenance of the building the developer advises the owners of flats to be a member of Co-operative will in advance against nominal subscription. The activity of the said co-operative will effect after taking possession of the flat and it will be controlled by members only.

L. OUTER WALL COATS:

All the outer walls will be finished with a weather coat of Colour.

M. OPTIONAL SERVICES:

Facilities may be provided to the purchasers on request for following optional services according to specification book against 100% advance payment with prior intimation before completion of respective work such as One Tap in Balcony.etc

O. LIGHTING ARRESTER

Installed in the roof.

P. GENERAL: All additions and alterations in the Flats shall be subject to the approval of the Architects and the requisite costs shall be borne by the Flat Purchasers. All fixture and fittings are uniformly (proportionate) all the flats of the building.

Q. ROOF TREATMENT

Chemical Roof treatment

THE F SCHEDULE ABOVE REFERRED TO

(CONSIDERATION)

- Before execution of Agreement 10% (including booking amount)
- After completion of the 1st floor roof casting 10%
- After completion of the 2nd floor roof casting 10%
- After completion of the 3rd floor roof casting 10%
- After completion of the 4th floor roof casting 10%
- After completion of the 5th floor roof casting 10%
- After completion of brickwork 30%
- Before possession or Registration 10%

but everything will be completed within _____ and after taking full and final payment, the Developer /Confirming Party shall bound to hand over the flat-in-question and registered the same to the Purchaser as per Agreement.

IN WITNESS WHEREOF the parties hereto executed this Agreement the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by
the Developer and the PURCHASER
in presence of :

1.

Signature of the Constituted
attorneys of Owners

2.

Signature of the Developer

Signature of the PURCHASER

Drafted & prepared by :

(Goutam Chakraborty)

Advocate

High Court, Calcutta

MEMO OF CONSIDERATION

RECEIVED from the within named PURCHASER the within mentioned
earnest money of Rs. /- (Rupees) only in the
following manner.

.....
.....

Rs. /-

Total (Rupees) only

WITNESS:

1

2
DEVELOPER

SIGNATURE OF

DATED THIS TH DAY OF MARCH, 2019

BETWEEN

SRI NILRATAN BANERJEE & ORS

OWNERS

AND

M/S. BUDDHAJIT REALITY

AND

DEVELOPER

PURCHASER

AGREEMENT FOR SALE

GOUTAM CHAKRABORTY

Advocate

High Court, Calcutta
6, Old Post Office Street,
Room No.72, Second Floor,
Kolkata-700 001
M-9433222175

Stamp 5000/-

DEED OF CONVEYANCE

THIS INDENTURE OF SALE is made this the day of May, Two
Thousand Nineteen (2019)

BETWEEN

BETWEEN 1. **SRI NILRATAN BANERJEE** (PAN : BDWPB7482B), 2. **SRI SWAPAN KUMAR BANERJEE** (PAN: ADRPB2465J), 3. **SRI TAPAN KUMAR BANERJEE** (PAN : ADQPB4746F), All Son of Late Bhagabati Charan Banerjee, All by Occupation Retired, All by Faith Hindu, All by Nationality Indian, All Residing at Holding No.73. 80 and 81, H.B.Town, Road No.4, Scheme Plot No.152,P.O.Sodepur, P.S. Khardah, District North 24 Parganas, Kolkata- 700 110, hereinafter referred jointly to as the **“LAND OWNERS”** (which term shall unless repugnant to or excluded by the context be deemed to include their respective successors, executors, legal representatives, administrators and assigns), represented by constituted attorney **SRI AVIJIT SAHA**, son of Sri Basudeb Saha, by caste Hindu, by occupation Business, by Nationality by Indian residing at 39, Jay Narayan Banerjee Lane, P.S. Baranagar, Kolkata-700 036 as owners true and lawful Attorneys (hereinafter referred to as the said Attorney) by virtue of Power of Attorney dated 07.12.2017 which have recorded A.D.S.R. Sodepur, as Book No. I, Volume No.1524 2017, Pages from 185570 to 185590 Being No. 152406370 in the year 2017, of the **FIRST PART.**

AND

B U D D H A J I T REALITY (PAN: AARFB5238Q), a Partnership firm having its office at 28/3, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, Dist- 24 Parganas (North)being represented by its Partners. **(1) MRS. CHAMPA SAHA** (PAN: CSIPS3594R) , Wife of Sri Debjit Saha, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 39, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, and **(2) MR. AVIJIT SAHA** (PAN: CFIPS8983R) Son of Sri Basudev Saha, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 39, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, hereinafter jointly called the **“DEVELOPER/PROMOTER”** (which term and expression shall mean and include unless otherwise excluded or repugnant to the subject or context be deemed to mean and include its successors, successors – in – interest, executors, administrators and assigns) Partner No.1 represented by constituted attorney and Partner **SRI AVIJIT SAHA**, son of Sri Basudeb Saha, by caste Hindu, by occupation Business, by Nationality by Indian residing at 39, Jay Narayan Banerjee Lane, P.S. Baranagar, Kolkata-700 036, their true and lawful Attorney (hereinafter referred to as the said Attorney) which has recorded in office of Addl. Registrar of

AND

MR. _____ (PAN: _____), Son of _____, by Occupation-Service, by faith Hindu, by Nationality, residing at _____, hereinafter called and referred to as the "**PURCHASER/ ALLOTEE**" (which term or expression shall unless excluded by or repugnant to the context or subject to be deemed to mean and include his legal heirs, executors, representatives, administrators and assigns) of the **THIRD PART**.

Definitions. - For the purpose of this Agreement for Sale, unless context otherwise requires, ---

- e) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) ;
- f) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017 ;
- g) "**Regulation**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017 ;
- h) "**Section**" means a section of the Act.

WHEREAS :

The Vendor herein claims to be the Owner and/or well and sufficiently entitle to ALL THAT piece and parcel of land measuring an area of 5 (Five) Cottahs more or less comprises of the structures standing thereon being Holding No. 62(old)(S/L No.307), H.B.Town Plot No.152 together with all the rights title interest benefit entitlements attached to the said piece and parcel of land under Police Station Khardah within the local limits of the Panihati Municipality, Ward No.31(new) 20(old), hereinafter referred to as the said Premises and declares that the Vendor had acquired the title in the said property in the under written manner.

A.**The** Governor Of West Bengal acquired certain lands at the instance of the H.B. Industrial Co. Ltd., registered under the Companies Act, now in liquidation, (hereafter to as the said "Company") which has its registered Office at Sodepore within the municipal limits of Panihati in the District of 24 Parganas, for resettlement of refuses and creation of better living condition in mouza Sodepore, Natagarh and Ghola, P.S. Khardah, District

24 Parganas, under the West Bengal Land Development and Planning Act, 1948 and took possession of the said lands on or about the March 1956 whereupon the said lands vested absolutely in the Government of West Bengal (hereinafter referred to as "The Government") free from all encumbrances.

B. **Pursuant** to the provisions at Sec. 10 of the said Land Development & Planning Act the Company entered into an agreement with the Governor bearing date the 17th day of November 1950 whereby it was agreed inter alia that the Company should pay to the Government all and every compensation that will be payable in respect of the acquisition of said land all costs, charges and expenses of the acquisition proceeding as may be estimated by the collector of West Bengal Land Development & Planning act, 1948.

C. **In** accordance with the provisions of the said agreement the company deposited with the Collector of 24 parganas Rs. 1,19,185 being part of the costs of acquisition of the said lands and possession of the said lands was made over to the said Company with the right to have the lands transferred to the company upon full payment of the amount of compensation and the costs of lands to bona fide refugees and homeless, Government employees and homeless persons of the State of West Bengal in terms of the said hereinbefore in part recited Agreement.

D. **The** Company having failed to comply with the terms and conditions of the said hereinafter in part recited Agreement, the Government determined the said Agreement dated the 17th day of November, 1950 entered into between the Company and the Government for dealing with and disposing of the same in execution of the said scheme.

E. **The** Transferee Sri Bhagabati Charan Banerjee had prior to the termination of the said hereinbefore in part recited Agreement dated the 17th day of November 1950 deposited with the company the sum of Rs. 1625 for the allotment of the plot of Land hereinafter mentioned and described in the Schedule hereunder written to the Transferee but no transfer had been effected by the Company in favour of the Transferee Sri Bhagabati Charan Banerjee of the said Land.

F. **The** Transferee has applied to the Administrator for allotment of the plot of land mentioned in the Schedule hereunder written, forming part of portion of the said lands so acquired as aforesaid under the land development and Planning Act, for residential purposes and the

Administrator, sodepore Development Scheme, had agreed to allot to the Transferee 5 (five) cottah of land, on payment of the Consideration written thereon. In addition to the sum Paid by the Transferee to the Company as aforesaid towards the price of the said land and upon assignment by the Transferee in favour of the Governor, the claim of the Transferee to recover from the company the said sum.

G. **The** transferee has requested the Governor to execute these presents for the purpose of vesting the said lands, allotted to him, in the Transferee and the Governor has agree to do so.

H. **The** pursuant of the said Agreement and consideration the Government of West Bengal through its official on behalf of the Governor of the State of West Bengal executed a deed of Transfer in favour of the aforesaid Sri Bhagabati Charan Banerjee on 11th Day of April, 1970 where was duly registered in the office of the Sub Registrar Barracpore, North 24-Parganas and the same was recorded in Book No.I, Volume No.28, Page 185 to 190 being No. 1539 for the year 1970.

I. **After** the said purchase while seized and possessed of the said property said Bhagabati Charan Banerjee son of late Gobinda Charan Banerjee became absolute owner of ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 0 (Zero) Chittacks 0 (Zero) Sq. ft. more or less together with structure standing thereon lying and situate in Mouza – Sodepur, Touzi No.178, Sodepur Development Scheme Plot No.152, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.846 under R.S. Khatian No.941, Police station – Khardah, District : North 24 Parganas, being Holding No. 62(old) of H.B.Town Road No.4 under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, by virtue of a deed of conveyance dated 11.04.1970 for valuable consideration mentioned therein. Sri Bhagabati Charan Banerjee mutated his name in the assessment register of Panihati Municipality and had been paying taxes up to date.

J. **Thereafter** said Bhagabati Charan Banerjee died intestate on 16.06.1985 leaving behind his widow namely Malati Banerjee, one Married Daughter namely Bela Chowdhury and three Sons namely Nilratan Banerjee, Swapan Kumar Banerjee and Tapan Kumar Banerjee and except none other legal heirs or Successors.

K. **Thereafter** said Malati Banerjee died intestate on 04.05.1997 leaving behind his one Married Daughter namely Bela Chowdhury and three Sons

namely Nilratan Banerjee, Swapan Kumar Banerjee and Tapan Kumar Banerjee and except none other legal heirs or Successors.

L. The Now Bela Chowdhury , Nilratan Banerjee, Swapan Kumar Banerjee and Tapan Kumar Banerjee have become the absolute owner of ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 0 (Zero) Chittacks 0 (Zero) Sq. ft. more or less together with structure standing thereon lying and situate in Mouza – Sodepur, Touzi No.178, H.B.Town Scheme Plot No.152, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.846 under R.S. Khatian No.941, Police station – Khardah, District : North 24 Parganas, being Holding No. 62(old) of H.B.Town Road No.4 under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, by paying taxes upto date

M. Thereafter said Bela Chowdhury has gifted to her three brothers jointly her $\frac{1}{4}$ th portion of ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 0 (Zero) Chittacks 0 (Zero) Sq. ft. more or less together with structure standing thereon lying and situate in Mouza – Sodepur, Touzi No.178, Sodepur Development Scheme Plot No.152, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.846 at present 846/2509 and 846/2510 under R.S. Khatian No.941, Police station – Khardah, District : North 24 Parganas, being Holding No. 62(old) 73, 80 and 81(New) of H.B.Town Road No.4 under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat by virtue of Deed of Gift which registered at A.D.S.R, Sodepur and Recorded in Book No.1, Volume No.1524-2017, Pages 166294 to 166321, being No.152405776 for the year 2017 on 02.11.2017.

N. Therefore and by virtue of above gift, Nilratan Banerjee, Swapan Kumar Banerjee and Tapan Kumar Banerjee have become the absolute owner of ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 0 (Zero) Chittacks 0 (Zero) Sq. ft. more or less together with structure standing thereon lying and situate in Mouza – Sodepur, Touzi No.178, H.B.Town Scheme Plot No.152, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.846 at present 846/2509 and 846/2510 under R.S. Khatian No.941, Police station – Khardah, District : North 24 Parganas, being Holding No. 62(old) 73, 80 and 81(New) of H.B.Town Road No.4 under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, by paying taxes upto date

O. by the registered agreement dated 07 day of December,2017 which have recorded A.D.S.R. Sodepur, as Book No. I, Volume No.1524 2017, Pages

from 185369 to 185428 Being No. 152406363 in the year 2017 as well as Registered Power of Attorney dated 07 day of December,2017 made and entered into between the vendors/Land Owners and **B U D D H A J I T REALITY**, a Partnership firm having its office at 28/3, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, Dist- 24 Parganas (North) being represented by its Partners herein under certain terms and conditions with power to enter into agreement for Sale with the intending buyers of Flats, Garage, spaces etc. to be constructed in the said Premises and receive the earnest money, part payment and the entire sale consideration thereof and execute the respective deed of conveyance etc.

P. The Promoter has obtained the final layout plan , sanctioned plan , specifications and approvals for the Project and also for the apartment , Panihati Municipality as per Sanction Plan Vide No. 526 dated 05.12.2018 (G+4 Storied) . The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable .

Q. The Promoter has registered the Project under the provisions of the Act with the West Bengal housing Industry Regulatory Authority at _____ on _____ under registration no _____

R. the construction of the said building to be completed by the said developer within stipulated time mentioned in the Development agreement as per Sanction Plan Vide No. 526 dated 05.12.2018 (G+4 Storied) and the said land together with the building standing therein being more particularly described in the schedule hereunder written and hereinafter referred to as the 'said building'.

S. The Allottee/ Purchaser had applied for an apartment in the Project vide application no _____ dated _____ and has been allotted apartment No. _____ having carpet area of _____ square feet , _____ on floor along, as permissible under the applicable law and of pro rata share in the common areas (" **Common Areas** ") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the " **Apartment** " more particularly described in **Schedule** and the floor plan or the apartment is annexed hereto and marked as **Schedule**) ;

T. The Allottee/ Purchaser had applied for an apartment in the Project vide application no _____ dated _____ and has been allotted self contained independent Flat on the _____ side of the _____ Floor of the said building admeasuring _____ **sq.ft.** more or less super built-up area (Carpet Area _____ sq ft more or less, Balcony area more or less, salable area _____ sq ft more or less), fully mentioned in the Second Schedule hereunder written and hereinafter referred to as the 'Said Flat' along with undivided proportionate impart able share or interest in the land underneath the said building fully mentioned in the first schedule hereunder written together with all easement rights over all the common areas and common portions in the said building and premises under Developer Allocation.

AND WHEREAS Purchaser has entered into a registered Agreement for Sale with the Developer/Confirming Party on _____ which has registered at A.R.A. IV, Kolkata vide Book No. 1, Volume No. 1904-2019, pages _____ to _____, Deed No _____ for the 2019, under certain terms and conditions written thereunder.

AND WHEREAS presently the construction of the said proposed building on the land as described in the First Schedule is complete with all amenities and facilities like water supply, electric etc. which is referred to hereafter as 'the said Building' as per the said sanctioned building plan at the cost a expenses of the Developer herein

.

AND WHEREAS The Developer/Confirming Party herein already fulfilled all terms & conditions of the said Development Agreement towards its liability with respect to Owners' Allocation through transfer and handing over of possession of those allocations to their respective owner .

AND WHEREAS thereafter the Developer/Confirming Party has become entitled in all respect, as beneficial absolute owner, as it deems fit, to sell ,transfer ownership & hand over of possession etc., of all or any of the remaining flats/ units/ shops/ garage/ commercial space etc., falling under the category of 'Developer's Allocation ' in the said newly constructed multi-storied BUILDING along with proportionate share of the undivided & impartible interest in the land underneath the said Building & easement rights attached thereto, unto and in favour of the prospective / intending

convey, release, assign and assure the proportionate undivided impartible share of interest in the developed land upon which Building in which situates the **FLAT** hereby sold and granted, conveyed, transferred and or assured to be so and secondly & simultaneously the **DEVELOPER/ CONFIRMING PARTY** herein, as the beneficial owner doth hereby transfer, sell, convey, release, assign and assure by way of absolute sale the said Flat TOGETHER WITH full and free right for Purchaser his heirs, executors, tenants, servants, agents, visitors and all persons authorized by Flat owner from time to time and at all times hereafter and for all purposes connected with the use and enjoyment of the said Flat / Unit or any part thereof and to pass and re-pass along with the staircase and to use the common areas, portions and facilities and also full and free right and liberty for the Purchaser his heirs, executors, successors-in-interest to draw lay, carry all connection including electric telephone etc. as may be deemed necessary by the Purchaser for his best residential use, as they thinks fit, and enjoyment of the said Flat/Unit TOGETHER WITH other rights and liberties, easements, privileges, advantages and appurtenances whatsoever belonging to the said Commercial Space or anywise appertaining thereto or usually held occupied or accepted reputed or known as part of parcel thereof appurtenant thereto AND the reversion and reversions remainder or remainders and rents, issues, profits thereof AND all the estate, right, title and interest inheritance use, trust, possession property claim and demand whatsoever of the Vendors and Confirming Party or into out of and upon the said unit and every part thereof **UNTO AND TO THE USE OF THE PURCHASER AND TO HAVE, TO HOLD, TO POSSESS AND TO ENJOY** the **SAID FLAT** forever free from all encumbrances, charges, all kinds of mortgage, agreement to sell, court litigation's and any other statutory charges which has already been described hereinabove and particularly described in the Third Schedule hereunder written AND hereby granted, sold, conveyed, transferred and confirmed expressed or intended so to be unto and to the use of the said Purchaser his heirs, executors, administrators, assigns absolutely unconditionally forever **AND** both the Vendor/Owner and Developer/ Confirming Party hereby declare that to the extent of their respective right, title and interest they are seized and possessed of or otherwise well and sufficiently entitled to and have good right, marketable title and full power and absolute authority to grant, transfer, sell, convey the said Flat hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the said Purchaser in the manner aforesaid and they have not in any way encumbered the said property hereby conveyed by this deed of conveyance

or that the said property is not the subject matter of any pending litigation or the said Flat or the said Building has not been included in any improvement scheme of the state or other local authority AND Purchaser his heirs, executors and assigns shall and may at all times peacefully and quietly possess and enjoy the said Flat and receive the rents, issues and profits thereof without any lawful eviction and interruption hindrances disturbances claim or demand whatsoever from or by the Vendors and Confirming Party or any person or persons lawfully or equitably claiming from under or in trust for him.

AND THAT the Developer/Confirming Party shall always and from time to time as and when required by reasons of further additional construction and or addition of floor/storey to the existing Building shall be entitled to connect the electric, water, sanitary, and drainage, fittings to the additional structures and floor/ stories with the connection and/or sources that may then be existing for the other already constructed flats/ commercial space/ shop /units and /or portions thereof and the said additional and or added structures shall be entitled to all the benefits, advantages, easement and facilities as the other parts of the said building for the time being shall have.

AND THAT after the physical possession of the said unit is taken over by the Purchaser, the Purchaser shall not be entitled in any way to create any sorts of disputes or lodge any claim for any amount for any bad workmanship of inferior quality for the materials used in the said building nor any constructional defects in the said building or in the said unit/ Flat. After the registration of this sale deed and while the possession of the said Flat/ residential Unit is handed over to the Purchaser, they shall maintain all the 'Terms & conditions' and 'Rules & regulations' framed by the "Apartment Owners' Association" in the Building to be formed amongst and by the flats/ Shops/ Garage/ Commercial Space owners or their legal occupiers , as the case may be.

AND THAT the Purchaser shall permit the Owners/ Developer/Confirming Party and/or Association and their surveyors and agents or workman and others as also the officers and staffs of any public supply authority or bodies at all reasonable time to enter into and upon the said Flat / unit or any part thereof for the purpose of repairing any part thereof or the building and for the purpose of making repairing, maintaining, clearing, lighting, and keeping in order and good conditions all service, drains, pipes, cables, water, common structure or other conveniences belonging to or serving or used for the said building and also for the purpose of pulling down,

maintaining, repairing and testing drainage, water pipes and electric wires and connections and for similar or any other purposes.

AND THAT free and clear and freely and clearly and absolutely discharged, exonerated from all encumbrances made or suffered by this Vendor and Developer/Confirming Party herein according to their respective right and title or any person or persons lawfully or equitably claiming as aforesaid will sufficiently serve defend keep harmless and indemnified or from or against all former and other estate, liens, encumbrances, attachments and executing whatsoever made done executed, occasioned or suffered by both the Vendors/Owners and Developer/Confirming Party herein subject to their individuals unit and extent of right or any person or persons lawfully equitably claiming as aforesaid.

THE PURCHASER DOETH HEREBY COVENANT WITH THE LAND OWNERS/ VENDORS/ DEVELOPER/ CONFIRMING PARTY as follows:-

a) The Purchaser shall not for any reason whatsoever obstruct or raise any objection to or put up claims of any nature whatsoever to the Owners / Developer in effecting transfer of the remaining share in the land and/or the other portions of the building/proposed building and/or parts or any flats/units thereof to any other person or persons nor obstruct to construct further storey thereupon for sale and/or to occupy it from time to time.

b) The Purchaser shall allow the Developer/Association and its workmen to enter into the said Flat for carrying out the works required for the common purpose on receipt of prior notice in this regard.

c) The Purchaser shall pay, the proportionate share of the common expenses as mentioned above, regularly and punctually within 7th of every current month or on demand made by the Developer/ Apartment Owners' Association in respect of all outgoings including cost of maintenance and the rates and taxes for the land and the building and of the said Flat until it is assessed separately. The Purchaser shall independently pay and meet all the charges for electricity and other utilities/services of the said Flat and upon mutation shall pay the Municipal rates or taxes relating to the said individual Flat/ Unit wholly.

d) The Purchaser shall not store in the said Flat/ Unit any goods or materials which are of hazardous, obnoxious, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated or storing of which is unlawful..

e) The Purchaser shall carry out at the Purchaser' cost all internal repairs of the said Flat but shall not do or cause to be done anything in or to the building in which the Unit is situated or Flat itself in violation of the provisions of any Act, Rules or Bye-laws for the time being in force regulating construction and/or maintenance and/or use of the unit or in relation thereto .

f) The Purchaser shall not demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alternation of whatsoever nature in or to the said Flat or any part thereof or to the building, nor any alternation in the elevation and outside colour scheme of the building/ Flat rather shall keep the common portions, sewers, drains, pipes in the building and appurtenances thereto and the Flat itself in good tenantable repair condition and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC or other structural members in the Flat or any portion of the building causing danger to the existing structure of the building where on the said Flat is situated. The Purchaser shall however be allowed to repair and change the doors, windows and grills when the same become old and broken and can also fix A.C. machine, personal service amenities etc. in the said Flat without disturbing the co-owners.

g) Not to throw dirt, rubbish, rages, garbage or other refuse or permit the same to be thrown from the said Flat/Unit in the compound or any portion of the said building in which the said Flat is situated. Nor shall cause any nuisance or annoyance to the Co-Purchaser and/or occupants of the said building nor to do anything whereby the other co-Purchaser is obstructed or prevented from enjoyment of the common portions and areas and their respective flats/ Shops.

h) The Purchaser will apply to the C.E.S.C. for his separate electric meter and bear the entire cost thereof i.e. installation cost, security deposit, misc. costs etc. The meter would be installed in the common electric meter space of the premises.

j) The Purchaser shall use the said Flat for residential purpose only and in no case shall use the same as harbor therein any criminal or terrorists.

k) Proportionate share of Municipal Rates and Taxes levied and/or all other expenses and outgoings necessary and incidental to the use of the said Flat sold to him shall be paid by the Purchaser.

- l) The Purchaser shall pay the proportionate share of Municipal Taxes, water Taxes or like taxes under any law which may be assessed on the said entire building to the Confirming Party against valid receipt, so long as the said Flat sold hereby to the Purchaser is separately assessed by the competent authority.
- m) The Purchaser shall not make or cause to be made any annoyance or disturbance to the owner and legal occupiers of the other flats/Shops/ Units/ Space of the said building or premises.
- n) The Purchaser shall not do or cause to be done any act or deed whereby the mutual cordial relationship with the Apartment Owners' Association of the said premises may be jeopardized.
- o) The Purchaser shall not store any inflammable combustible obnoxious and/or objectionable goods or materials, in the said Flat sold to him or any part thereof but shall be entitled to keep gas or kerosene for using in kitchen for domestic purpose .
- p) The Purchaser shall not carry on any illegal and immoral trade or activity in the said Flat sold to him or any part thereof.
- r) The Purchaser shall not make in the Flat sold hereby any structural alteration, addition or improvement of the permanent nature, which may put the stability of the Building & its structure as a whole at risk
- t) The Purchaser shall become a member of the Association/ Society which may be formed and also do all acts and things necessary to make such Association/Society effective for the purpose for which it is created.
- u) The Purchaser shall not change or disturb the column, girder or lateral part of the building and/or damage the R.C.C. structure in any manner.
- v) The roof of the building shall be common to all the flat owners and shall for restricted use only as per the terms herein.
- x) The confirming party /vendor shall take appropriate steps and/or supply necessary documents/ papers (C.C) to the Purchaser for mutation of the said Flat.
- y). The Purchaser and other parties of this premises shall observe and perform all the bye-laws and all rules and regulations of the said West Bengal Apartment Ownership Act-1972 or to any statutory modification or reenactment thereof for the time being in force.

z) In the event of any further new installations or repair or replacement of existing one in the common portion is required, the Purchaser shall pay the proportionate share towards such costs as claimed by the Developer/Association according to the necessity thereof from time to time .

AND THAT the Vendor and Developer/Confirming Party herein shall unless prevented by fire or some other inevitable accident, from time to time and all times hereafter upon every reasonable request and at the cost of the Purchaser produce or cause to be produced to the Purchaser his Attorney or agents or any trial hearing, commission, examination, rectification or otherwise as occasion shall require all or any of the deeds, documents and writings and also shall at the like request and cost deliver or cause to be delivered to the Purchaser such attested or other copies or extracts of and from the said deeds and writings or any of them as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the said deeds and writing within the safe un-obliterated and un-cancelled and on later the Developer/Confirming Party herein shall deliver the title of the developing land and all other relevant documents to the Association consisting of all the flat/ Shop/ Commercial Space owners.

AND THAT subject to the provisions contained in this deed and subject to the provision of law for the time being in force, the Purchaser shall be entitled to exclusive ownership possession and enjoyment of the said Flat and benefits, rights, properties hereby conveyed to the Purchaser shall be heritable and transferable as other immovable properties subject to fulfillment of terms and conditions as mentioned hereinbefore **TOGETHER WITH** the benefits of the right of way and the benefit of the covenants given to terms of erstwhile Deeds and Documents.

AND WHEREAS Purchaser herein after shall mutate his name at Assessment Department of Panihati Municipality and the Developer/Confirming party shall provide all legal assistance in this matter and sign the documents in this respect, if legally required, all the relevant cost to be borne by the Purchaser .

NOW THIS DEED FURTHER WITNESSETH and the Owner/Vendor/Developer herein declare that the recital herein as well as all the representations indemnities and warranties other given by the Owners/Vendors/Developer herein shall be, hence be treated as a part and parcel of the operative part of this Conveyance..

FIRST SCHEDULE AS REFERRED TO ABOVE

(ENTIRE LAND & LANDED PROPERTY)

ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 0 (Zero) Chittacks 0 (Zero) Sq. ft. more or less together with new multi storied building standing thereon lying and situate in Mouza – Sodepur, Touzi No.178, Sodepur Development Scheme Plot No.152, R.S. No.45 J.L. No. 8 comprised in R.S. Dag no.846 at present 846/2509 and 846/2510 under R.S. Khatian No.941, Police station – Khardah, District : North 24 Parganas, being Holding No. 73. 80 and 81(old) 79(new) of H.B.Town Road No.4, within the local limits of the Panihati Municipality, Ward No.31(new) 20(old), under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, with right to take electric line, tap water line, Gas line, Telephone line, drains etc connections through under and above common passage together with all sorts of easement rights and amenities attached hereto and which is butted and bounded in the manner as follows :

ON THE NORTH : By House of Smt. Chaya Rani Chakraborty;

ON THE SOUTH : By House of Smt. Anila Bhattacharjee

ON THE EAST : H.B. Town Road No.,4 (On Road)

ON THE WEST : Scheme Plot No.144

SECOND SCHEDULE AS REFERRED TO ABOVE

(BUILDING)

ALL THAT the newly built (G+3) storied Building upon the above said first schedule land, constructed in accordance with the sanctioned Plan from Panihati Municipality vide dated fitted & provided with Lift facility.

THIRD SCHEDULE AS REFERRED TO ABOVE

(SELF-CONTAINED RESIDENTIAL FLAT / UNIT SOLD HEREBY)

ALL THAT piece and parcel of **sq.ft.** more or less super built-up Flat No. being on the **Floor,** **side** consisting of at premises/Holding No. 73. 80 and 81(old) 79(new) of H.B.Town Road No.4, P.O.Sodepur, P.S. Khardah Kolkata- 700 110, within Panihati Municipality, together with the proportionate undivided impartible land share in the land of the said Premises together with all the easement rights and common rights appurtenant to this schedule property. This Flat is within the “ **TOWN HEIGHTS**” which is also situated within the **FIRST SCHEDULE** property.

TOGETHER WITH the undivided impartible proportionate share in all common parts portions areas more fully described in the **FOURTH SCHEDULE** written hereunder facilities and amenities **TOGETHER WITH** the undivided impartible proportionate share of interest in the land underneath said Premises attributable thereto (situation whereof is shown and delineated in the map or plan annexed hereto and marked and bordered in **RED** thereon), **TOGETHER WITH** all casements, rights and appurtenances belonging to the land and the building as elaborately described in **SCHEDULES** written hereunder .

AND The self attested photographs of all the parties to this Indenture are annexed hereto and the fingers prints or impressions under Rule 44A of The Indian Registration Act,1908 are enclosed herewith, also form the part of this Indenture.

FOURTH SCHEDULE AS REFERRED TO ABOVE

(COMMON PARTS AND PORTIONS)

The following shall be the common portions facilities and amenities which are as follows :

1. Foundation beams, vertical and lateral supports, main wall, common partition walls of the said building.
2. The equipments in connection with installations of the elevators(Lift) including the walls and rooms.
3. The water pump, the pump room, water reservoir, overhead water tank, tube well and distribution pipes from over-head water tank to the different units and from the reservoir to the overhead tank.

4. Electrical wirings and fittings and fixtures for lighting the staircase lobby, the Common Area for operating the lift, the water pump and motor and from the ground floor to all the units and the main switch and the meter.

FIFTH SCHEDULE AS REFERRED TO ABOVE

(EASEMENTS OR QUASI-EASEMENTS)

The under mentioned rights easements and quasi easements privileges shall be reserved for the Association of the flat owners in the Building/ Housing Complex.

1. The right in common with the other Purchaser and or occupiers and/or other person or persons entitled to the other part or parts of the New Building(s) as aforesaid towards the ownership and use of common part or parts of the New Building including its installations staircases open space(s) in ground floor covered space(s) electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid & right of water resources and soil from and to any part (other than the Said Apartment) of the other part or parts of the New Building through pipes, drains, wires, conduits lying or being under through or over the Said Apartment so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the New Building for all purposes whatsoever.
3. The right of protection for other portion or portions of the New Building by all parts of the Said Apartment(s) as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the Said Apartment(s) or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the New Building(s).
4. The right by the Vendor and/or occupier or occupiers of other part or parts of the New Building(s) for the purpose of ingress and egress to and from such other Part or parts of the New Building(s), the front entrances staircase, electrical installation open and covered space(s) and other common passages or paths of the New Building(s).

SIXTH SCHEDULE AS REFERRED TO ABOVE

1. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified **EXCEPTING AND RESERVING** unto the Vendors the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the **FIFTH SCHEDULE** hereto.
2. The right of access and passage in common with the Vendors and/or the co-owners and occupiers of the Building(s)/ Tower (s) at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, submersible pump, lifts and electrical installations and all other common areas installations and facilities in the New Building(s) and the Said Premises.
3. The right of support shelter and protection of the Said Apartment(s) by or from all parts of the New Building(s) so far they now support shelter or protect the same.
4. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment(s) through pipes drains wires and conduits lying or being in under through or over the New Building(s) and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said Apartment(s) and for all purposes whatsoever.
5. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the New Building and the Said Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Flat in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice of its intention so to enter to the Owners and occupiers of the other Apartments and portion of the Building.

SEVENTH SCHEDULE AS REFERRED TO ABOVE

(RESTRICTIONS/HOUSE RULES)

1. As from the date of possession of the said Flat in addition to the Common Rules as set out in the said Standard Terms and Conditions the Purchaser agrees and covenants:

- (a) To co-operate with the other co-Purchaser and Holding Organisation/ Association in the management and maintenance of the said building.
- (b) To observe the rules framed from time to time by the Apartment Owners' Association.
- (c) To allow the Flat owners' Association representative with or without workmen to enter into the said Flat for the purpose of maintenance and repairs under prior permission of the owner at her suitable time during day.
- (d) To pay and bear the common expenses and other outgoings and expenses from the date of possession and also the rates and municipal taxes for the said Flat to be paid to the developer / association till mutation in Purchaser's name and separate municipal bill in his name is available. To pay charges for electricity for or relating to the said Flat proportionately till the separate & exclusive new electricity meter is installed for use by the flat owner by CESC under new arrangement.
- (e) Not to subdivide the said Flat herein sold & allotted or any portion thereof.
- (f) To maintain or remain responsible for the structural stability of the said Apartment/ Unit and not to do anything which has the effect or affecting the structural stability of the building.
- (g) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Flat or in the compound or any portion of the building.
- (h) Not to store or bring and allow being stored in the said Flat any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- (i) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
- (j) Not to fix or install air-conditioners in the said Flat save and except at the places which have been specified in the said Flat for such installation.

- (k) Not to do or cause anything to be done in or around the said Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner interfere with the use and rights and enjoyment of common spaces & facilities or any open passages or amenities available for common use.
- (l) Not to damage or demolish or cause to be damaged or demolished the said Flat or any part thereof or the fittings and fixtures affixed thereto without advice of Engineer.
- (m) Not to install any additional grills the design of which has not been approved by the Architect/ Flat owner's Association.
- (n) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- (o) The Purchaser shall fix or install any antenna on the roof or terrace of the said Building and shall fix any window antenna,
- (p) Not to use the said Flat or permit the same to be used for any purposes whatsoever other than residential and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other units/ portions of the said building or to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose.
- (q) Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- (r) To abide by such building rules and regulations as may be made applicable by the Flat owner's Association.
- (s) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress or to and egress from the flat/unit in the Building.
- (t) No owner and/or occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort peace tranquility or convenience of other occupiers. No Occupier shall play upon or cause to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker in such a manner in his apartment so that the same

shall disturb or annoy other occupants of the building. No Occupier shall give vocal or instrumental instruction at any time in order to reduce sound emanating from the apartment.

- (u) Each Owner shall keep such apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (v) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Developer/ association nor shall anything be projected out of any window of the Building without similar approval.
- (w) To carry out all interiors and/or decoration during daytime without creating any annoyance or disturbance to the other owners and/or occupiers
- (x) To remain wholly and solely responsible for the conduct of the domestic help and/or drivers who may be employed by the Purchaser and upon employing such domestic help to give relevant information of such domestic help to the local police station.
- (y) To remain fully responsible for any pets which may be kept by the Purchaser and to ensure that the same are kept on leash.
- (z) Not to use or permit to be used the passenger lifts for the purpose of carting pets and other domesticated animals and other heavy goods including any furniture and fixtures.

2. The Purchaser agrees that:

- (a) The Purchaser shall pay regularly and punctually within 7th day of every month, in advance and month by month the common expenses as described in the Eight schedule hereunder written at such rate as may be decided, determined and apportioned by the Vendor to be payable from the date of possession to the Vendors/Maintenance Co. and upon formation and transfer of management of the building to the Flat owner's Association such payments are required to be made without any abatement or demand.
- (b) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Flat Owners'

Association from time to time and the Purchaser shall be liable to pay all such expenses.

- (c) If the Purchaser fails to pay the aforesaid expenses or part thereof within time as aforesaid, the Purchaser shall be liable to pay interest at the rate of one and half percent per month and further that if such amount shall remains unpaid for sixty days, the Flat Owners' Association shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's flat (as has been granted) such as water supply, electricity connection, use of lifts, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

EIGHTH SCHEDULE AS REFERRED TO ABOVE

(Maintenance & other regular expenditure)

1. All costs of maintenance, replacing white washing painting, rebuilding, reconstruction, decoration, redecoration of the common parts.
2. Municipal taxes for the Flat to be exclusively borne by the flat Purchaser herein and till date the separate bill is generated by the municipal authority the proportional amount on this count to be paid to Developer/ Association.
3. All other expenses including municipal tax water tax for common portion and facility of the Building shall be born proportionately by the Purchaser through the Association and till such time the same is established through the developer.
4. Others expenditure as decided by Apartment Owners' Association.

IN WITNESS WHEREOF the parties hereto executed this Agreement the day,
month and year first above written.

SIGNED, SEALED AND DELIVERED by
the Developer and the PURCHASER
in presence of :

1.

Signature of the Constituted
attorneys of Owners

2.

Signature of the Developer

Signature of the PURCHASER

Drafted & prepared by :

Goutam Chakraborty)

Advocate

High Court, Calcutta

