

PROMOTER/ BUILDER/ DEVELOPER/CONTRACTOR (which term or expression shall unless included by or repugnant to the context be deemed to mean and include its respective successors – in office interest, executors, legal representatives and / or assigns) of the **THIRD PART**;

WHEREAS:

- A. Smt. Sri Kashipati Ganguly alias Sri Pulak Ganguly. of the Land measuring **4 Cottahs, Dag No. 143** under premises No-1810 khatian No- 93 of Mouza Nayabad, Kolkata-700099 J.L. No-25, Touzi No-65, R.S. No. 3, Now within the limits of Kolkata Municipal Corporation, Ward No. 109, P.S Purba Jadavpur now Panchasayer. vide power of attorney No- I – 163000802 for the year 2019 in the office of D.S.R. –V ,
- B. With an intention to develop the said land by raising multistoried Building thereon the Owners herein have approached the Second Party/Developer herein to do the said work and the Developer herein has agreed to develop the said land for their mutual benefit and they entered into an agreement for Development on 29.03.2019 on certain terms and conditions mentioned therein. Said agreement was registered in the office of A.D.S.R. Alipore being no. I - 163000797 for the year 2019.

- C. On the basis of the said agreement the Developer/Confirming Party has started construction of the said multi storied building on the said land as per the plan sanctioned by the K.M.C. vide No. 2019120021. dated 06/05/2019 and declared for sale of the flats/covered spaces and other spaces therein together with undivided proportionate share in the land at the said premises.
- D. On the basis of such declaration the Purchaser has agreed to Purchase one flat thereat and the parties hereto enter into this agreement on the following terms.
- E. The Purchasers shall jointly purchase one self contained flat and the Developer for self and on behalf on the owners shall sell all that one self contained flat in the Ground floor of the said new building from Developers' allocation as morefully described in Schedule "B" below at or for the consideration to be calculated @ Rs. per square feet as per actual super built up areaThe Developer has already delivered photo copies of deeds and documents relating to good and marketable title of the property and copy of sanctioned plan to the Purchasers for their verification.
- F. The Purchasers herein after going through all the documents relating to the good and marketable title of the owners and the plan sanctioned by K.M.C. and authority of the Developer and being satisfied of the same, have agreed

to purchase one self contained flat on Ground floor having an area of Square feet super built up area a little more or less @ Rs. per square feet super built up area with undivided proportionate share of land at the said under **4 Cottahs, Dag No. 143** under premises No-1810 khatian No-93 of Mouza Nayabad, Kolkata-700099, J.L. No-25, Touzi No-65, R.S. No. 3, Now within the limits of Kolkata Municipal Corporation, Ward No. 109, P.S Purba Jadavpur now Panchasayer., from developers allocation.

- G. The Vendors entered into an Agreement with the Developer herein on For development of the said property as per the said sanctioned Plan on certain terms and conditions mentioned therein.
- H. On the basis of the said Agreement, the Developer has constructed said Ground plus four storied Building on the said land as per said sanctioned Plan and declared for sale of the Flats and spaces therein together with undivided proportionate share in the land at the said premises.
- I. The Purchaser herein after going through all the documents relating to the good and marketable title of the Vendors, the sanctioned Plan and authority of the Developer and being satisfied about the same, have agreed to purchase one self contained Flat being No. , on theside of the Ground Floor measuring super built up area Square Feet of ground plus four storied building lying and situated and being **4 Cottahs, Dag No.**

143 under premises No-1810 khatian No- 93 of Mouza Nayabad J.L. No-25, Touzi No-65, R.S. No. 3, Ward No. 109, P.S Purba Jadavpur, Kolkata-700099 at or for the total consideration of Rs..... only free from all encumbrances from the Developer's allocation and entered into an Agreement with the Vendor and the Developer on And paid the earnest money and entire consideration.

J. **NOW THIS INDENTURE WITNESSETH** that in pursuance of the said Agreement and in consideration of **Rs...../- only** truly paid by the Purchaser to the Developer on or before the execution of this presents, the receipt whereof the Vendors hereby admit and acknowledge through the Developer as per Memo of Consideration hereunder written, the Vendors and the Developer hereby sell, transfer, convey, assign and assure to and unto the Purchaser herein **ALL THAT** one self contained Flat being No..... on the side of the Ground Floor measuring super built up area..... Square Feet of ground plus four storied Building from the Developer's allocation together with undivided proportionate share in the land and right to use the common areas and facilities Nayabad, J.L. No-25, Touzi No-65, R.S. No. 3, Ward No. 109, P.S Purba Jadavpur, Kolkata-700099 morefully described in the **SCHEDULE : "B"** below and hereinafter referred to as " the **SAID FLAT TO BE HELD ENJOYED AND POSSESSED** by them

along with his heirs and successors with all rights to sell, transfer, assign and/or mortgage in any manner whatsoever as per his Own choice and discretion together with right to use the passage, staircase therein for egress and ingress and with all common rights to the floors, partition, walls, ceiling and fixture therein and benefits advantages of ancient and other rights, easements, privileges, appendages and appurtenances whatsoever to the said Flat of the said Building or any part thereof belonging or in anywise appertaining or usually held, used, occupied, enjoyed therewith or reputed to belong or to be appurtenant thereto and all these estate, right, title and interest, claim and demand whatsoever of the Vendors into or upon the said Flat or any part thereof together with all deeds, pattas and muniments of title whatsoever in anywise relating to or concerning the said flat along with proportionate share in the land in the said premises or any part thereof which now are or hereinafter shall or may be in the possession, power, control and custody of the Vendors-or of any other person or persons from whom they may procure the same without any action or suit **TO HAVE AND TO HOLD** the said Flat together with undivided proportionate share in the land along with right to use in common the areas and facilities, more fully described in **SCHEDULE** - "C" below hereby

granted or expressed so to be unto and to the use of the Purchaser absolutely and forever.

THE VENDORS & THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER as follows :

A. That notwithstanding any act, deed or thing or things by the Vendors done executed or knowingly suffered to the contrary the Vendors are now lawfully, rightfully and sufficiently entitled to the said Flat with proportionate share in the land hereby granted or expressed so to be unto the Purchaser and having such right and power the Vendors by executing these present transfer all that said Flat together with undivided proportionate share in the land in favour of the Purchaser herein to be enjoyed and possessed by the Purchaser exclusively and absolutely with all right to sell, transfer and mortgage the same in any manner whatsoever as per his own choice and discretion.

B. That the Purchaser after getting the possession shall and may at all times hereafter peaceably and quietly possess and enjoy the said Flat as described in **SCHEDULE - "B"** below and receive the rent, issues and profits thereof without any lawful eviction, interruptions, claim and/or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for them.

C. That the Vendors freely and clearly and absolutely discharged, saved harmless and keep the Purchaser indemnified against all claims, demands, estate or encumbrances created by the Vendors or any person or persons lawfully or equitably claiming any interest under them.

D. That the Flat hereby conveyed are not subject to any attachment, mortgage or hypothecation and there is no arrear of rent nor the same has been acquisitioned or requisitioned by the Government or any Public undertaking and there are no co-shares in respect of the said Flat.

E. That having good right and full power and authority the Vendors have transferred the Flat as described in the **SCHEDULE -"B"** below to the Purchaser free from all encumbrances.

F. That the Purchaser shall have right to mutata his name in the office of the Kolkata Municipal Corporation.

G. That the Purchaser after getting the possession, shall have right to enjoy the common areas and facilities described in **SCHEDULE "C"** below along with the other Co-Owners of the Flats in the said Building subject to certain rights and obligations mentioned in **SCHEDULE - "D"** below.

H. The Developer shall have right to construct addition one or two floors over the existing building if permitted by the Kolkata Municipal Corporation to which the Purchaser shall have no right to raise any objection thereto but in that event the Purchaser shall have common right at the half share of the ultimate upon roof of the said building on the front portion.

I. The Purchasers herein remain liable to pay the G.S.T. leaves, taxes or service taxes on the market value of the property hereby sold if ever be

imposed by the Authority concern. The Owners and the Developer shall have no liability in this respect.

SCHEDULE "A" ABOVE REFERRED TO

(Description of the Entire Property)

A. ALL THAT piece and parcel of residential Land measuring **4 Cottahs, Dag No. 143** under premises No-1810 khatian No- 93 of Mouza Nayabad, Kolkata-700099, J.L. No-25, Touzi No-65, R.S. No. 3, Now within the limits of Kolkata Municipal Corporation, Ward No. 109, P.S Purba Jadavpur now Panchasayer. Kolkata-700099, being Asseessee No..... and the same is butted & bounded by :-

ON THE NORTH :Other land

ON THE SOUTH : 39 ft wide K.M.C. Road;

ON THE EAST : 12 ft wide K.M.C. Road;

ON THE WEST : 396, Nayabad Road

SCHEDULE "B" ABOVE REFERRED TO
(Description of the Property Hereby Conveyed)

ALL THAT one self contained Flat being no..... on the Portion of the Floor measuring super built up area of Sq. Ft. be the same a little more or less comprising of two Rooms, one Kitchen, One toilet and of the ground plus four storeyed building together with undivided impartible proportionate share in the land appertaining thereto of the building lying and situated at **4 Cottahs, Dag No. 143** under premises No-1810 khatian No- 93 of Mouza Nayabad, Kolkata-700099, J.L. No-25, Touzi No-65, R.S. No. 3, Now within the limits of Kolkata Municipal Corporation, Ward No. 109, P.S Purba Jadavpur now Panchasayer. together with right of user of the common areas and facilities in common with other Co-Owner of the said property.

SCHEDULE - "C" ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON AREAS & FACILITIES)

1. The land underneath the said Building and statutory open spaces and drive ways in the said premises.
2. Boundary walls, main gate, together with grills, fences, lights and other fittings affixed thereto
3. Stairs, stair cases, landings, lobbies, railings, grills and lights and lift and other fittings affixed in the said Building.

4. Passages from the main road up to the Flat hereby conveyed through the main gate and stair case with rights to bring separate electric, water and gas connection through the said passage.
5. The spaces provided for electric meter on the front wall of stair case, motor pump including the pump set will be provided under the stair case.
6. Main water supply lines underground and overhead water reservoirs, drains, sewerage and all plumbing and electrical fittings.
7. Outer walls, **marble /Spartex floor** and ceilings, passages, stairs and stair landing from the Flat hereby conveyed.
5. Half portion of the ultimate roof of the said Building.

SCHEDULE - "D" ABOVE REFERRED TO
(Description Of The Right & Obligations)

OBLIGATIONS :-

1. That the Purchaser shall pay the proportionate Municipal Tax as it will be separately assessed by the Kolkata Municipal Corporation in the name of the Purchaser.
2. That the Purchaser shall have no right to claim partition of the land in the said premises.
3. That the Purchaser shall not cause any damage to the common walls or floor of the said Building.

4. That the Purchaser shall not make any addition or alteration of the main structure of the said Building.
5. That the Purchaser shall in proportion to his Flat contribute and/or bear the cost towards maintenance of the common areas and facilities provided for the said Building to the Association of Owners in the said building.
6. The Purchaser shall remain liable to pay the goods & service taxes or other charges as may be imposed by the authority from time to time.
7. The Developer shall have right to construct addition one or two floors over the existing Building if permitted by the Kolkata Municipal Corporation to which the Purchaser shall have no right to raise any objection thereto but in that event the Purchaser shall have common right at the half share of the ultimate open roof of the said Building on the front portion.
8. The Purchaser herein remain liable to pay the goods & service taxes on the market value of the property hereby sold if ever be imposed by the Authority concern. The Vendors and the Developer shall have no liability in this respect.

RIGHTS :-

1. The Purchaser shall have full right and authority to mutate" his name and cause separate assessment in respect of the Flat hereby conveyed in the Office of the Kolkata Municipal Corporation.

2. That the Purchaser shall get the electricity from the meter in his name which should be installed in the Meter room of the said Building & the cost meter will be borne by the Purchaser.
3. That the Purchaser shall have full right and authority to possess and enjoy the said Flat and Open Car Parking Space with entrance gate of the premises along with his successors and legal representatives in any manner whatsoever with all rights to sell, transfer, mortgage or gift away the said Flat and Open Car Parking Space as per his own choice and discretion but the subsequent transferee shall remain bound by the terms of this Deed.
4. That the Purchaser shall get supply of water from Kolkata Municipal Corporation but the Vendor shall not be liable, if the supply is stopped interrupted by the Authority.
5. That the Purchaser may fix T.V. antenna on the demarcated portion of the roof and use the said portion in common with the other Flat owners.
6. That the Purchaser shall have right to enter any other Flat of the Building for the purpose of effecting repair or service pipelines and portion of his Flat as may be reasonably required and also shall allow the other Flat Owners for the same purpose subject to prior notice to that effect in both the cases.

: 14 :

IN WITNESSES WHEREOF the Parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

by the Parties at Kolkata in the presence of : -

WITNESS : -

1.

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE DEVELOPER

M/S. SRAVAN KUMAR CHOWDHURY
Sraavan K Chowdhury
Proprietor