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DRAFT

DEED OF SALE

THIS INDENTURE made this .....th day of June, Two Thousand Twenty **B E T W E E N** **(1) Sri Kalipada Sil**, Son of Late Chandra Kumar Sil, by Faith - Hindu, by Occupation - Retired ; and **(2) Smt. Mayarani Sil**, Wife of Sri Kalipada Sil, by Faith- Hindu, by Occupation - Housewife, both Presently Residing at Plot No. 48, Indra Prastha Housing, P.O. - Amrai, P.S. - Faridpur, Durgapur - 713 203 and within the Jurisdiction

Represented herein by their Constituted Attorney, MR. DEBASIS ROY (PAN : ACHPR7176H), Son of Late Biswanath Roy, by Faith-Hindu, by Occupation-Business, Residing at 40, Upendra Biswas Sarani, P.O.-Jadavpur University & P.S.-Jadavpur, Kolkata - 700 032, under the General Power of Attorney duly Executed and Registered before A.D.S.R. at Durgapur on 27th June, 2014 and Recorded in Book No. I, Volume No. 13, Page No. 3506 to 3521 being the Deed No. 05018 for the year 2014 hereinafter called and referred to as the **VENDOR** (which expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART** ;

A N D

....., (PAN : .....), S/o ....., Addressing at ....., hereinafter referred to as the **PURCHASERS** (which expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART** ;

A N D

M/S. EXALT INFRA-NIRMAAN PRIVATE LTD., (PAN : AACCE8865G), a Company Registered under The Companies Act, 1956 and having its Registered Office at 40, Upendra Biswas Sarani, P.O. - Jadavpur University, P.S. - Jadavpur, Kolkata-700 032, *Represented by its Managing Director, Mr. Debasis Roy,* hereinafter called and referred to as the **DEVELOPER-CUM-CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-interest and/or assigns) of the **THIRD PART**.

WHEREAS One Sri Debidas Bandopadhyay, Son of Late Phani Bhusan Bandopadhyay was Seized and Possessed of a Plot of Bastu Land Admeasuring 7.25 Satak or 4 (Four) Cottahs 9 (Nine) Chittaks Situate at Mouza Amrai, J.L. No. 58, C.S. Dag No. 3164, C.S. Khatian No. 46 under the Jurisdiction of P.S. - Durgapur, which is morefully Described in the Schedule written hereinafter below.

AND WHEREAS Since the said Debidas Bandopadhyay was Unable to bear the Cost of Maintenance of the said Scheduled

Depose of the said Scheduled Property at a Total Price of Rs. 8,500/- (Rupees Eight Thousand Five Hundred only) after having Obtained Permission from the Durgapur Sub-Divisional Officer - the Competent Authority on 22/4/1980 being the Permission No. 134/ULC/D.

AND WHEREAS the said Present Owners Approached the said Debidas Bandopadhyay for Purchase of the Scheduled Property and having Paid the Consideration Money Obtained the Delivery of the Physical Possession of the Scheduled Property and became the absolute Owner by Executing a Deed of Conveyance in the Office of the Additional District Sub-Registrar, Durgapur, District - Barddhaman and has been Recorded in the Book No. I, Volume 3, Pages between 23 to 28 being the Deed No. 131, for the year 1981.

AND WHEREAS the said Owners thereafter Mutated their Names in the Record of Concerned BL&LRO, Faridpur-Durgapur and Paid the Requisite Rent. The said Present Owners have also Mutated their Name with Local Durgapur Municipal Corporation and Regularly Paid the DMC Tax.

AND WHEREAS While in Peaceful Enjoyment of the Scheduled Property as mentioned in the **Schedule-A**, the said Owners were Desirous of Developing their said Land and Constructing a Multi-storied Building Consisting of Several Residential Flats and Car-Parking Space (C.P.S.) thereon through any Efficient, Technically Expert, Financially Sound and Experienced Developer. Accordingly, the said Owners have Approached and Expressed their Desire to the said Developer, EXALT INFRA-NIRMAAN Pvt. Ltd., a Competent, Financially Sound and Expert in Construction Work having Reputation in the Locality in this regard, for Development & Construction of the Proposed Multi-storied Building Consisting of Several Self-contained Residential Flats and Car-Parking Spaces on the said Premises.

AND WHEREAS upon the aforesaid Representation of the said Owners and subject to Verification of the Title of the Owners concerning the said Premises, the Developer has Agreed to Develop the said Premises by Demolishing the existing Building and Constructing a Multi-storied Residential Building Comprising of several Flats and C.P.S. on the said Premises in accordance with the Sanctioned Building Plan and as per Specifications as mutually Agreed upon at the Cost and Responsibility of the said Developer. Both the Parties Negotiated their Terms and Conditions and Signed

A.D.S.R. at Durgapur on 26th June, 2014 and Recorded in Book No. I, Volume No. 13, Page No. 2720 to 2770 being the Deed No. 04956 for the year 2014 Appointing thereby the said Developer to Develop the said Land and Construct a Multi-storied Building Consisting of several Residential Flats and C.P.S. on the said Plot of Land as per Sanctioned Building Plan to be Obtained from the Durgapur Municipal Corporation on certain Terms and Conditions as Mutually Agreed upon by & between the Parties thereto which are more fully & particularly Written in the said Development Agreement as mentioned above.

AND WHEREAS the said Owners and the Developer have Agreed Jointly that as per the Building Plan vide Building Memo No. DMC/BP/112/13 dated 31st May, 2014 Sanctioned by the Durgapur Municipal Corporation and as per the Development Agreement dated 26th June, 2014 between the said Owners and the said Developer, the said Developer shall Give & Deliver the Allocated Super-Built-up Areas in the proposed Multi-storied Residential Building together with the Proportionate Share in the Common Areas and Facilities/Amenities to the said Owners as Consideration for the said Land in the Manner Mentioned and Specified in the above mentioned Development Agreement.

AND WHEREAS the said Owners shall have No Claim whatsoever on the Sale Proceeds of the said Developer's Allocation in the Constructed Area of the said Multi-storied Building save & except the said Owner's Allocated Portion as detailed above.

AND WHEREAS the said Owner Executing the aforesaid General Power of Attorney in favour of Mr. Debasis Roy Authorizing & Empowering him thereby to Obtain Sanctioned Building Plan for the proposed Multi-storied Building from the Durgapur Municipal Corporation & to Sell the Constructed Flats being the Allocation of the said Developer to the intended Purchasers(s) by Executing the Deed(s) of Sale and Presenting the same before the Registrar of Assurances or the Registrar of the appropriate Jurisdiction for Registration of the Deeds.

AND WHEREAS the said Purchasers herein are fully Satisfied with the Marketable Title of the said Owner over the said Property and also got Satisfied with the Lawful Right, Title and Interest of the Owner in respect of the Schedule-A Land and the Residential Flats under the Developer's Allocation after Examination of all Documents, the Title of the Owners together with the aforesaid Development Agreement and the said Power of Attorney and the Sanctioned Building Plan of the Durgapur Municipal Corporation.

AND WHEREAS the said Purchaserss Agreed to Purchase and the said Vendor/Developer Agreed to Sell a Self-contained Flat No. ..... on the ..... Floor of the said Multi-Storied Building in Complete and Habitable Condition measuring ..... Sq. Ft. Super-Built-Up Area be the same a little more or less of the Proposed Multi-Storied Building together with Undivided & Impartible Proportionate Share of the said Land as Described in the Schedule below and the said Flat is more fully and particularly Described in the **Schedule-B** herein after Written below at a Total Consideration Money of Rs. 25,00,000/- (Rupees Twenty Five Lac only). He has Agreed on certain Terms and Conditions incorporated herein.

NOW THIS INDENTURE WITNESSETH and it is hereby Agreed by and between the Parties as follows :-

1. In pursuance of the said Mutual Agreement and in Consideration of the Sum of Rs. ...../- (Rupees ..... only) of good and Lawful Money well and truly Paid by the Purchasers to the Developer/Confirming Party at the Execution of these Presents in Full Satisfaction of the Purchase Money Reserved (the Receipt whereof the Developer/Confirming Party doth hereby, as also by the Receipt and Memo hereunder Written

Admit, Acknowledge and of and from the Payment of the Sum Acquit the Purchasers and every part thereof), the Vendor do hereby Release, Discharge and Acquit for Ever and Free from all Encumbrances the said self-contained Flat No. ..... admeasuring ..... (.....) Sq. Ft. Super-Built-Up Area, on the ..... Floor of .....-South side of the said Multi-storied Building (being the Developer's Allocation as per Terms and Conditions of the Development Agreement) at the Premises No. ..... (Postal Address being .....) more fully described in the Schedule-B hereunder written together with Proportionate Impartible and Undivided Share and Interest in the Land at the said Premises along with the Proportionate Right to Use the Common Passage, Areas, Facilities and Amenities Provided in the said Premises, Free from all Encumbrances, for More Beneficial Use of the said Flat without Causing any Disturbance and Interference to the Vendor and/or Co-owners/Occupiers of the said Newly Constructed Building and Reversion or Reversions, Reminder or Reminders and the Rents, Issues and Profits of and in Connection with the said Flat No. ..... and All the Estate Right, Title, Interest, Used Trust Property, Claim and Demand whatsoever both at Law and Equity of the Vendor into, upon in respect of the said Flat No. ..... hereby Granted, Sold, Conveyed, Transferred, Assigned, Assured or Expressed or Intended so to be and Every

Part thereof unto and to the use of the Purchasers Absolutely and For Ever Free from All Encumbrances, Trust and Liens and Attachment Whatsoever and Together with the Easement or Quasi-easement and other Provisions in Connection with the Beneficial Attachment Whatsoever and Together with the Easement or Quasi-easement and other Provisions in Connection with the Beneficial Use and Enjoyment of the said Flat No. ..... Excepting and Reserving unto the Vendor and/or other Co-owners and/or Occupiers of the Flats of the Newly Constructed Multi-storied Building Deriving Title of such Easement Rights and Privileges and/or the said Land hereunder written TO HAVE AND HOLD the said Flat No. ..... together with All other Benefits and Rights hereby Granted, Sold, Conveyed, Transferred, Assigned and Assured or Expressed or Intended so to be and Every Part or Parts thereof Respectively Absolutely and For Ever to the Use of the Purchasers and also Subject to the Purchasers' Paying and Discharging All Taxes and Imposition on the said Flat No. ..... Wholly and the Common Expenses Proportionately and all other Outgoings in Connection with the said Flat No. ..... Wholly and so far as the said Land and the Common Portions of the said Newly Constructed Multi-storied Building Proportionately.

2. The said Vendor doth hereby Covenant with the said Purchaserss as follows :-

a) The Interest which the Vendor hereby Professes to Transfer Subsists and that he has Good Right, Full Power, Absolute Authority and Indefeasible Title to Grant, Convey, Transfer, Assign and Assure the said Self-contained Flat No. ..... together with the Proportionate Impartible and Undivided Share or Interest in the said Land Comprised in the said Premises hereby Granted, Conveyed, Transferred, Assigned and Assured unto the said Purchasers in the manner aforesaid.

b) It shall be Lawful for the Purchasers from Time to Time and at All Times hereafter to Enter into upon Hold and Enjoy the said Self-contained Flat No. ..... together with the Proportionate Impartible and Undivided Share or Interest in the Land Comprised in the said Premises and to Receive the Rents, Issue and Profits thereof without any Interruption, Hindrances, Claim or Demand or Disturbance whatsoever from or by the Vendor or any Person or Persons Claiming under or in trust from him.

c) The Self-contained Flat No. .... together with the Proportionate Impartible and Undivided Share or Interest in the said Land Comprised in the said Premises is Freed and Discharged from and against All Manner of Encumbrances whatsoever.

d) The Vendor shall from Time to Time and at All Times hereafter upon every Reasonable Request and at the Cost of the Purchasers Make, Do, Acknowledge, Execute and Perform All such further and other Lawful and Reasonable Acts, Deeds, Matters and other things whatsoever for Better or more Perfectly Conveyance of the said Self-contained Flat No. ..... together with the Proportionate Impartible and Undivided Share or Interest in the Land Comprised in the said Premises unto the Purchasers in the manner aforesaid as shall or may be Reasonably Required.

e) The Vendor has not Concealed or Suppressed any Material Defects in the Title of the said Land Comprised in the said Premises.

f) The Premises, whereon the said Proportionate Impartible and Undivided Share is Comprised, is not Hit by the Provisions of the Urban Land (Ceiling & Regulations) Act, 1976 or that the same is not Hit by the Provisions of the Thika Tenancy Act.

3. And the said Purchasers doth hereby Covenant with the said Vendor as follows :-

a) The Purchasers so as to Bind the Vendor for the Time being of the said Self-contained Flat No. .... and so that this Covenant shall be for the Benefit of the said Building and other Flats therein and Every Part thereof hereby Covenants with the Vendor and the Co-owners of the other Flats Comprised in the said Building that the Purchasers and all other Persons Deriving Title under him will at All Times hereafter Observe the Restrictions as may be Fixed in Future by a Constituted Body, Association or Society.

b) The Purchasers will at All Times hereafter Regularly and Punctually make Payment of all Corporation Tax and other Outgoings, Taxes, Cesses and Impositions from the

Date of Possession and/or Date of Registration of the said Flat in respect of the Proportionate Impartible and Undivided Share or Interest in the said Land Comprised in the said Premises and/or other Taxes, Impositions and Outgoings which may be Imposed or may become Payable in respect of the said Flat. The Purchasers will, within One year from the Date of Execution of these Presents, Apply for and Obtain Mutation Certificate for the said Flat from the Durgapur Municipal Corporation and shall also Obtain Separate Assessment of the said Flat No. .... . Under No Circumstances, the said Purchasers will be Liable to Pay any Previous Tax and/or any Liability in Respect of the said Land and the said Flat as mentioned in the Schedule (A&B) below.

c) To Keep the said Flat and other Parts, Walls, Sewerage, Drains, Pipes, Cables, Wires etc. in Good-condition Comprised in the said Building so as to Support Shelter and Protect the Parts of the Building other than the said Flat.

d) To Contribute and Pay the Proportionate Share of the Common Expenses and Outgoings as may be Fixed by the Constituted Body, Association or Society including the

e) So long as the said Flat is not Separately Assessed, to Pay for Water Rates and Taxes and other Taxes, Cesses and other Impositions in respect of the said Flat Proportionately.

f) To Keep the said Flat Comprised in the said Building in Good-condition as Necessary to Form Such Support and Protection to the other Parts of the said Building.

g) To Keep the said Flat and other Partition Walls, Sewerage, Drains, Pipes and Entrances and Main Entrance exclusively Serving the said Flat in Good-condition.

h) In using the Parts of the Building in Common with other Co-owners neither the Purchasers nor any Members of their household shall :-

(i) Make any Unnecessary Noise ;

(ii) Leave any Litter other than in a Receptacle Provided for the Purpose ;

(iii) Leave or Cause to be Left any Furniture, Bi-cycle, Toys or any Such Items which Obstruct the Free Use of those Parts of the Building by Others.

i) Neither the Purchasers nor any Member of their Household shall have Right to Change the Nature and Character of the said Flat by Shifting or Demolishing the Interior Walls, Kitchen, Bath, Privy etc.

j) Neither the Purchasers nor any Member of their Household shall Decorate, Paint or Change the Design of the Exterior including Outer Walls, Verandah, Balcony, Grills, Doors and Windows to have a Better & Same Look in the Entire Building at the said Premises.

4. It is hereby further Agreed by and between the said Vendor and the said Purchasers as follows :-

a) The Proportionate Undivided Share or Interest in the said Land Comprised in the said Premises hereby Sold, Transferred, Conveyed, Granted and Assured unto the said Purchasers shall always Remain Impartible.

b) Until such time, the Association or Constituted Body or Society is Formed or Incorporated, the Developer/ Confirming Party shall Continue to Remain Responsible for Common Services and Maintenances of the said Building,

Proportionate Maintenance Charge and Common Expenses Agreed to be Paid by the Purchasers and herein Agreed in respect of the 'Common Facilities & Amenities' as mentioned in the **Schedule-C** and 'Common Expenses and Maintenance Charges' as mentioned in the **Schedule-D** hereinafter below.

c) The Purchasers will Sign and Execute all Papers or Documents and Applications for the Purpose of Formation of the Association or Constituted Body or Society by the Purchasers in-course, if so Needed.

d) The Developer/Confirming Party shall Cause to be Formed an Association or Society or Constituted Body for the Maintenance and Rendition of the Common Services in the said Building and the Rules and Regulations and/or Bye-Laws of the said Society or Constituted Body or Association shall be such as the Developer/Confirming Party in its Absolute Discretion may think Fit and Proper.

THE SCHEDULE-A ABOVE REFERRED TO :

(Description of the Land)

ALL THAT a Piece and Parcel of Land Measuring 7.25 Satak or 0.06 Acre or 4 (Four) Cottahs 9 (Nine) Chittaks, be the same a little more or less, Situate and Lying at Plot No. 48, Indra Prastha Housing at Mouza - Amrai, J.L. No. 58, R.S. Dag No. 3164, L.R. Dag No. 3372 Pertaining to R.S. Khatian No. 46, L.R. Khatian No. 1847/4040 within the Jurisdiction of Ward No. 12 of The Durgapur Municipal Corporation (being the Assessee No. 52), Sub-Registry Office at Durgapur & District Registry Office at Barddhaman Presently Under P.S. - Faridpur, Dist. - Barddhaman which are butted and bounded by :-

On the North : 33+ ft. Wide Road ;

On the South : House of Late Uma Pada Pramanik (46, Indra Prastha Housing) ;

On the East : House of Mr. Asit Baran Mukherjee (49, Indra Prastha Housing) ;

On the West : House of Mr. Tridib Dutta (47, Indra Prastha Housing).

THE SCHEDULE-B ABOVE REFERRED TO :

(Description of the Flat)

ALL THAT a Self-contained Marble-Flooring Flat No. .... measuring .... Sq. Ft. Super Built-up Area be the same a little more or less on the Second Floor of the Proposed Multi-Storied Building (North-East-South Corner) in the Name & Style of **MAYASIL *RESIDENCY*** in Complete and Habitable Condition Together with Proportionate Share of Land and Common Facilities and the said Flat is Consisting of ..... (.....) Bed Rooms, ... (....) Living-cum-Dining, ... (....) Kitchen, ... (....) Toilet, ... (....) W.C. and ..... (.....) Balcony which is more-fully Delineated in Red in the Enclosed Sketch Map and the said Sketch Map is Part of the Deed.

THE SCHEDULE-C ABOVE REFERRED TO :

(Description of Common Facilities & Amenities)

Proportionate Rights in the Common Passages, Areas, Facilities and Amenities of the Following Items shall be Enjoyed by the Purchasers hereto, in Common with other Co-owners of the said Multi-storied Building (*namely* ***MAYASIL RESIDENCY***) :-

1. Stair-case, Landings, External Walls, Underground Water Reservoir, Roof, Overhead Water Tank, Septic Tank, Water Lifting Motor Pump, Electric Motor Pump Room.

2. Open and Covered Paths, Passages, Entrances on the Ground Floor for Ingress and Egress to and from the Durgapur Municipal Corporation Road, Boundary Walls and Open Spaces belonging to the said Multi-storied Building as well as to the said Premises.

3. Drain, Sewerage, Evacuation Pipes from the said Multi-storied Building to the Corporation Duct, Water Pipe from the Underground Water Reservoir to the Overhead Water-Tank by Water Lifting Electric Motor Pump and the Water Pipes from Overhead Tank for distribution of Water to different Flats of the