

"LAND & BUILD DEVELOPERS", PAN: AAHFL6708M, a Partnership Firm, having its Office at 326, Ambagan Link Road, P. O.: Bengal Enamel, P. S.: Noapara, Dist.: North 24 Parganas, PIN: 743122, represented by its partners namely (1) SRI GIRISH GHOSH, PAN: AIMPG4491P, son of Late Gora Chand Ghosh, residing at 110, S. B. Road, Kalitala, P. O.: Ichapur-Nawabganj, P. S.: Noapara, Dist.: North 24 Parganas, PIN: 743144, (2) SRI GAUTAM ADHIKARY, PAN: AJWPA4010D, son of Kanai Lal Adhikary, residing at 46/1, Pirtala Road, P. O. Shyamnagar, P. S.: Jagatdal, Dist.: North 24 Parganas, PIN: 743127, (3) SRI AVIJIT PAUL, PAN: BVDPP5326B, son of Jiban Paul, residing at Ambagan Colony, P. O.: Bengal Enamel, P. S.: Noapara, Dist.: North 24 Parganas, PIN: 743122, (4) SMT. PRIYANKA PAUL CHAKRABORTY, PAN: BJSFC1111L, wife of Sri Avijit Paul, residing at Ambagan Colony, P. O.: Bengal Enamel, P. S.: Noapara, Dist.: North 24 Parganas, PIN: 743122, (5) SMT. JOLLY ADHIKARY, PAN: BEJPA5118P, wife of Sri Gautam Adhikary, residing at 46/1, Pirtala Road, P. O.: Shyamnagar, P. S.: Jagatdal, Dist.: North 24 Parganas, PIN: 743127, (6) SRI DEBABRATA GHOSH, PAN: AOTPG6587P, son of Late Gora Chand Ghosh, residing at 110, S. B. Road, Kalitala, P. O.: Ichapur-Nawabganj, P. S.: Noapara, Dist.: North 24 Parganas, PIN: 743144, all by faith: Hindu, by Nationality: Indian, by occupation: Business, hereinafter called and referred to as the DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, representatives, assigns etc.) of the SECOND PART.

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this day of 20..... (Two Thousand).

BETWEEN

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A N D

....., PAN:, son of, by faith -, by Nationality: Indian, by occupation -, residing at Vill.:, P. O.:, P. S.:, Dist.: PIN: hereinafter called and referred to as the PURCHASER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, representatives and assigns) of the THIRD PART.

WHEREAS one Smt. Rita Roy, wife of Late Madan Mohan Roy purchased a plot of land measuring 4 (four) Cottahs, identified as Plot No.: "4", lying and situated at Mouza: Ichapur, J. L. No.: 3, Re. Su. No.: 89, Touzi No.: 617, comprised and contained in R. S. Dag No.: 6300/6860, under Maliki Khatian No.: 2057, R. S. Khatian No.: 2063, under P. S.: Noapara, Dist.: North 24 Parganas, from Hara Sankar Ghosh, son of Indra Kumar Ghosh, by virtue of a registered Deed of Sale and the same was registered in the Office of Sub-Registrar, Barrackpore on 09.05.1962, written in Book No.: I, Volume No.: 34, pages from 56 to 59, being No.: 2910 for the year 1962.

AND WHEREAS after purchasing the aforesaid property said Smt. Rita Roy mutated her name in the local North Barrackpore Municipality and also recorded her name in the L. R. Settlement Records in L. R. Khatian No.: 7180, L. R. Dag

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ULTRA ENTERPRISE, represented by its Proprietor SRI DIBAKAR SARKAR, PAN: BAVPS7619P, son of Late Narayan Chandra Sarkar, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 470, "B" Block, Anandamath, P.O.: Ichapur-Nawabganj, P. S.: Noapara, Dist.: North 24 Parganas, PIN: 743144, hereinafter called and referred to as OWNER (which expression shall unless repugnant to the context otherwise meaning be deemed to mean and include his legal heirs, successors, administrators and/or assign) the party of the FIRST PART.

The Vendor herein is represented by his Constituted Attorney (1) SRI GIRISH GHOSH, PAN: AIMPG4491P, son of Late Gora Chand Ghosh, residing at 110, S. B. Road, Kalitala, P. O.: Ichapur-Nawabganj, P. S.: Noapara, Dist.: North 24 Parganas, PIN: 743144, (2) SRI GAUTAM ADHIKARY, PAN: AJWPA4010D, son of Kanai Lal Adhikary, residing at 46/1, Pirtala Road, P. O.: Shyamnagar, P. S.: Jagatdal, Dist.: North 24 Parganas, PIN: 743127, both by faith: Hindu, by Nationality: Indian, by occupation: Business, by virtue of a registered Development Power of Attorney and the same was registered in the Office of A. D. S. R. Barrackpore on 11.07.2019, written in Book No.: I, Volume No.: 1505-2019, pages from 94779 to 94802, being No.: 150503327 for the year 2019.

AND

LAND & BUILD DEVELOPERS

Girish Ghosh
Partners

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AND WHEREAS the Purchaser has now approached the Developer as well as the Power or Attorney holder including the owner above named for acquiring all that one residential Flat, being Flat No.:, situated on the Floor of the said building measuring about more or less Sq. ft. (including of: Sq. ft. garage area & 25% super buildup area) forming part of the Developer's allocation (more fully and particularly described in the Second Schedule hereunder written) together with proportionate share in the common parts and common facilities to be determined by the Developer at the time of making over possession of the said Unit/Flat and together with the proportionate share in the land comprised in the said premises and attributable to the said unit/Flat (hereinafter collectively referred to as the SAID UNIT) for the consideration and on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows: -

I. DEFINITIONS: -

- (i) **LAND OWNER** shall mean and include **ULTRA ENTERPRISE**, represented by its Proprietor **SRI DIBAKAR SARKAR** and its legal heirs, successors, executors and representatives.
- (ii) **PURCHASER** shall mean and include his legal heirs, executors and successors.
- (iii) **BUILDING** shall mean the entire newly constructed building in accordance with sanctioned building plan No.: 405 dated 20.03.2020 from the North Barrackpore Municipality on the land of the First Schedule.
- (iv) **FLAT / UNIT** shall mean ALL THAT shop/unit/apartment/ constructed space TOGETHERWITH the undivided proportionate share in the common parts and facilities, details and particulars regarding the said shop/unit /space are set out in the Second Schedule written hereunder.
- (v) **LAND** shall mean ALL THAT Bastu land measuring 4 (four) Cottahs more or less along with 2377 Sq. ft. two storied pucca building standing thereon, identified as Plot No.: "4", lying and situated at Mouza Ichapur, J. L. No.: 3, Re. Su. No.: 89, Touzi No.: 617, comprised and contained in R. S. Dag No.: 6300/6860, corresponding to L. R. Dag No.: 9561, under Maliki Khatian No.: 2057, R. S. Khatian No.: 2063, corresponding to L. R. Khatian No.: 22770, within the local limits of North Barrackpore Municipality at Ward No.: 11, Holding No.: 254 of Old Ambagan Link Road, under the jurisdiction of A. D. S. R. O. Barrackpore, P.S.: Noapara, Dist.: North 24 Parganas, which is more fully described in the First Schedule written hereunder.
- (vi) **UNDIVIDED SHARE** shall mean the undivided, un-demarcated, impartible and indivisible share or interest in the land attributable to the said Flat/Unit/Shop/garage/Space.

No.: 9561, classification as Bastu and paid Municipal Taxes and Govt. rents regularly and punctually and built a two storied building over the said plot of land and occupied and enjoyed the same without any disturbances from any corner whatsoever.

AND WHEREAS said Smt. Rita Roy while so seized and possessed of the same she sold, transferred and conveyed the same to the present Vendor herein Ultra Enterprise, represented by its Proprietor Sri Dibakar Sarkar, by virtue of a registered Deed of Conveyance and the same was registered in the Office of A. D. S. R. Barrackpore on 08.08.2018, written in Book No.: 1, Volume No.: 1505-2018, pages from 106145 to 106166, being No.: 150503785 for the year 2018.

AND WHEREAS after purchasing the aforesaid property, the present Vendor herein recorded its name in the L. R. Settlement Records in L. R. Khatian No.: 22770, L. R. Dag No.: 9561, classification as Bastu and also mutated its name in the local North Barrackpore Municipality, at Ward No.: 11, Holding No.: 254 of Old Ambagan Link Road and paying Govt. rents and municipal taxes regularly and punctually and still occupying and enjoying the same without any disturbances from any corner whatsoever.

AND WHEREAS the aforesaid Vendor hereinabove decided to develop the said property by constructing a multi storied building by demolishing the existing structure through an efficient developer who has sufficient resources to do so:

AND WHEREAS due to financial stringency and hardship the above named

Vendor of the First Part is not in a position to develop the above mentioned and below First Schedule property by demolishing of the existing structure.

AND WHEREAS the Developer hereinabove LAND & BUILD DEVELOPERS has/have sufficient means and financial resources to construct the multi storied building over the said property and has/have agreed and accepted the proposal and offer of the owner in respect of such construction i.e. multi storied building over the said property.

AND WHEREAS the said Vendor herein have entered into an registered Development Agreement and the same was registered in the Office of A. D. S. R. Barrackpore on 11.07.2019, written in Book No.: 1, Volume No.: 1505-2019, pages from 94803 to 94855, being No.: 150503321 and also executed a registered Development Power of Attorney dated 11.07.2019, being 150503327 with the Developer for constructing a multi storied building on the said property.

AND WHEREAS the parties above named have prepared a plan for construction of a multi storied (G+3) building upon the said property and go sanctioning of the same from the North Barrackpore Municipality and the Developer have constructed the multi storied building consisting of various self-contained flats/ apartments / units constructed portions capable of being held and/or enjoyed independent of each other upon the said property as per sanctioned building plan vide No.: 405 dated 20.03.2020 from the North Barrackpore Municipality.

7. That the Purchaser shall have to bear all costs and expenses towards registration of the Unit through Developer's

8. That all costs for preparation (including the fees of Advocate) of Sale Deed, Stamp duty and registration fees of the said Deed of Conveyance shall be borne and paid by the Purchaser/s absolutely. The Purchaser shall within days from the date of demand, being made by the Sellers deposit with them and/or its Advocate the amount estimated by them towards the aforesaid.

9. If the Developer fails to deliver the possession of the Unit as per terms of this Agreement even after payment of all the installments the Purchaser shall have the right to take help of law to achieve their target and its full legal liabilities will be borne by the Developer.

10. That in case due to the Purchaser default, the sale is not completed and in such event this agreement shall at the option of the Sellers shall stand cancelled.

11. That nothing contained at present demises or transfer by the owner in favour of the Purchaser nor this Agreement shall be construed to be a transaction in the nature of the part performance within the meaning of Sec. 53-A of the T. P. Act such demise of transfer to take effect only after full payment of the consideration agreed to be paid by the Purchaser to the Developer and the Vendor.

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12. That this Agreement is personal to the Purchaser and the Purchaser agrees not sell or transfer or assign this agreement or the benefit attached thereto without the consent in writing of the Developer.

13. That the Purchaser have agreed to pay extra charges if any extra work beyond the quantum and quality specified in the Brochure to be borne by the Developer at the request of the Purchaser.

14. So long the said unit shall not be separately assessed for Municipal taxes the Purchaser shall pay proportionate share of the municipal taxes, rents (both owners and occupier) surcharge if any, assessed on the said property and the building standing thereon.

15. The Purchaser hereby covenants with the Developer as follows:-

- (i) Not to create any interference or obstruction or impediment in the construction of the said building / flat by the Developer.
- (ii) Not to claim any right over the said premises or other parts of the building except the said flat and common areas.
- (iii) Not to do any act, deed or things whereby the Developer is prevented from selling assigning or disposing of any other portion in the said building of the said premises.
- (iv) Not to cause or make obstruction or interference with the free ingress and egress from the said building or the said premises.

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(vii) COVERED AND BUILT UP AREA shall mean and include the built up area of each unit, internal walls, periphery walls, columns, beams, proportionate share in the common areas and part such as stair landings, common corridors, septic tanks, side space, open space etc.

(viii) COMMON PARTS AND FACILITIES shall mean common parts and facilities described in the Third schedule below.

(ix) COMMON EXPENSES shall mean the expenses for common purposes for enjoyment and maintenance of the building described in the Fourth Schedule.

(x) RESTRICTIONS shall mean various restrictions regarding the user/ holding of the said units as hereinafter stated.

(xi) SINKING FUND shall be the fund to be and/or contributed by each unit owners including the Purchaser herein towards sinking/ reserve fund which amount shall be held by the Developer as well as Power of Attorney holder on account of capital expenses after the building is completed and possession is made over and upon formation of the Society/Association the said amount on account of the sinking fund shall be transferred to such Association /Society.

NOW THIS AGREEMENT WITNESSETH THAT

1. The valuation of one residential flat, being Flat No.:, situated on the Floor of the said building measuring about more or less Sq. ft. super

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built up area (including of: Sq. ft. common garage area & 25% super buildup area) of the proposed newly constructed building with the proportionate share of land more fully described in the Second Schedule with the common facilities as described in Third Schedule at a total consideration amount of Rs. (Rupees) only at the rate of Rs./- per Sq. ft.

2. That on this day of agreement the Purchaser have paid a sum of Rs./- (Rupees) only to the Developer as an earnest money by cash/cheque which more fully described in hereunder out of the total consideration amount of the Second Schedule property and the rest amount will be paid to the Developer from time to time before registration of Sale Deed preferable within (.....) months from the date of this Agreement, which is mentioned in the Sixth Schedule herein below.

3. That the property must be free from all encumbrances and there is no price escalation under any circumstances.

4. That the Sale and purchase and completion of construction of the Unit are expected will be completed within months from this date of this agreement.

5. That the Developer undertake to complete the constructional works of the Unit as per approved specification within the Schedule period.

6. The Purchaser shall be entitled to transfer, sell, mortgage, lease or otherwise alienate the Unit he will purchase through registration after payment of full consideration amount.

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Carish Ghew
Partners

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21. It is clearly understood by and between the parties that the final measurement of the garage will be taken by jointly with the Developer's engineer and the Purchaser on or before the delivery of possession and if the area of the garage differ from the area already mentioned in this agreement in the event the total consideration price will be changed accordingly. The measurement of the Developer's Engineer will be final and binding upon the purchaser(s).

22. That the Purchaser shall pay proportionately the Municipal rates and taxes levies outgoings and impositions from the date of delivery of possession of the said garage and applicable GST will be charged by the Developer and the Purchaser(s) shall have to pay the same according to Govt. rate.

FIRST SCHEDULE ABOVE REFERRED TO

(Description of the entire land)

ALL THAT piece and parcel of Bastu land measuring 4 (four) Cottahs more or less along with multi (G+3) storied building standing thereon, identified as Plot No.: "4", lying and situated at Mouza Ichapur, J. L. No.: 3, Re. Su. No.: 89, Touzi No.: 617, comprised and contained in R. S. Dag No.: 6300/6860, corresponding to L. R. Dag No.: 9561, under Maliki Khatian No.: 2057, R. S. Khatian No.: 2063, corresponding to L. R. Khatian No.: 22770, within the local limits of North Barrackpore Municipality at Ward No.: 11, Holding No.: 254 of Old Ambagan

Link Road, under the jurisdiction of A. D. S. R. O. Barrackpore, P. S.: Noapara, Dist.: North 24 Parganas. This property is butted and bounded by

ON THE NORTH : 6': 0" wide Common Passage.

ON THE SOUTH : 7': 7" wide Municipal Road.

ON THE EAST : 15': 6" wide Municipal Road thereafter
9': 6" wide Municipal Road.

ON THE WEST : Property of Basanti Sarkar and others.

SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Flat)

ALL THAT one self-residential Flat, being Flat No.:, situated in the Floor of the said building measuring super built up area Sq. ft. more or less (including of: Sq. ft. common garage area & 25% super buildup area), consisting of Bed rooms, Drawing-cum-Dining, Kitchen, Toilets and Balcony together with undivided impartible proportionate share or interest of the said land in the premises/ apartment by name as described in the First Schedule with the specification of work mentioned in the Third Schedule and the common facilities and amenities described in the Fourth Schedule and common maintenance mentioned in the Fifth Schedule herein below.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Specification of construction for the flat/unit)

- (v) The Purchaser shall not create any obstruction or make any interference with the sale of any flat/shop/garage/space/car parking space/ garage to any person or persons.
 - (vi) The Purchaser binds himself to pay regularly every month for payment of his share of Municipal Tax and other tax all-outgoing for the service, maintenance and management of the building from the date of taking possession of the flat.
 - (vii) The Purchaser shall be a member of the Association of Apartment, which shall be, formed afterwards by all the Shop owners under the Provision of W. B. Apartment Owners Association Act, 1972.
 - (viii) The Purchaser shall bear the Electric infrastructure charges (approx. Rs.) only and also bear the costs for maintenance and management of the building, the said amount will be handed over to the flat/Shop/garage owners Association after formation of the same.
 - (ix) The Purchaser shall follow and obey the other terms and conditions as laid down in the Brochure.
17. That the Purchaser shall not any time demolish or cause to be demolished, damage or cause to be damaged the Unit or any part thereof which will weaken the main structure of the building or do any such thing without approval of Developer's Architects/Engineers.

- 18. That after purchase the Purchaser shall at his own cost and expenses fix separate meter or meters for the purchased units for electricity etc. However the responsibility of installation of the main meter shall be borne by the Developer.
- 19. (i) That the Vendor is the absolute owner of the property as per Schedule "A" below and the same is free from all encumbrances.
(ii) The Vendor along with the Developer have full right and authority to deal the said flat/shop/unit/space, garage, parking space in the said building to be constructed as also the proportionate share in the said land to the various Purchaser.
(iii) The Developer shall make construction of the said flat with good materials and in accordance with the sanctioned plan of the Municipality.
(iv) The developer shall deliver the possession of the said flat to the Purchaser within months from the date of this Agreement upon receiving the entire consideration money from the Purchaser and also execute and register the Deed of Conveyance in favour of the Purchaser at the cost of the Purchaser.
- 20. That being satisfied in all respect the Purchaser will purchase the Unit and after transfer the Developer/Vendor of the building shall have no liability or responsibility for the same.

8. Boundary wall and main gates.
9. Top roof of the building and parapet walls, chilleh cottah.
10. Common space situated on the ground floor of the said building.
11. Common Two Wheeler Parking Space.

FIFTH SCHEDULE ABOVE REFERRED TO

(Repairing or Maintaining the common parts/area)

1. Cost of maintaining, repairing, redecorating etc. of the main structure and electric wires in under or upon the said building and enjoyed or used by the Purchaser or use by him in common as aforesaid the boundary walls of the building, compound etc.
2. Costs of cleaning and lighting the passages landings staircase and other parts of the building and enjoyed or used by the Purchaser in common as aforesaid.
3. Costs of decorating the exterior of the building.
4. Costs of salaries of the officers, clerks, bill collectors, securities, sweepers, gate keepers, electricians and other persons employed in connection with the affairs of the said land and building.
5. Municipal and other taxes and outgoings.

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6. Insurance of the building for earth-quake, fire mob damage and civil commotions.
7. Such other expenses as are deemed by the Association of the flat owners (if formed and management taken over by it) as the case may be necessary or incidental for the maintenance and upkeep of and concerned with the building.

THE SIXTH SCHEDULE REFERRED TO ABOVE

(PAYMENT SCHEDULE)

- a) Up to 25% of the consideration amount at the time of sale agreement or at the time of excavation of earth for foundation job, whichever in earlier (***) depends on loan amount).
- b) Another 25% or a total of 50% of the consideration amount (after deduction of paid amount/sum in clause (a) of payment schedule at the time of roof casting of the booked space.
- c) Another 25% of the consideration amount at the time of brick work and plaster done of the booked space.
- d) Another 15% of the consideration amount at the time of tiles laying at floor and wall of the booked space.
- e) Rest amount at the time of execution of deed of conveyance or taking physical possession with the concerned letter of the booked space, whichever is earlier.

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FOUNDATION : Rain forced cement concrete footing.

STRUCTURE : R. C. C. frame structure.

FLOOR : Entirely finished with Floor Tiles/Marble.

WALL : Finish with Putty.

TOILET & W. C. : One Indian/Commode type with

P. V. C. Cistem, 1 Mixture for each flat.

Toilet Wall: 70 inches high glazed tiles.

Toilet Floor: Anti-skate Floor Tiles/Marble.

KITCHEN : Cooking platform: Black Stone,

Steel Sink & Two nos. tap for water line,

Up to 2'-6" above the Cooking platform level glazed tiles,

DINING ROOM : One wash Basin.

BALCONY : covered with 3 ft. high grill from the floor level.

DOOR : Main door will be laminated flush door and other doors will be flush doors and the toilet will be synthetic door.

WINDOW : Aluminum sliding window with M. S. grill.

ELECTRICALS : Electric point:

(i) 29 nos. points in 3BHK Flat,

(ii) 25 nos. points in 2BHK Flat,

(iii) 20 nos. points in 1BHK Flat,

Concealed wiring with Heavy duty copper wire fitting-fixing.

Be it mentioned here that if the Purchaser wants to extra fittings other than specification on that event he will pay extra amount as per discussion and demand by the Developer.

FOURTH SCHEDULE ABOVE REFERRED TO

(Common Areas/Parts)

1. Staircase on all the floors.
2. Staircase landing on all the floors.
3. Common passage on the ground floor between inside of the building and common walls.
4. Water pump, Overhead reservoir, water pipes and common plumbing installation, underground reservoir.
5. Electrical wiring and fittings excluding those are installed for any particular unit.
6. Drainage and Sewerage.
7. Pump Space.

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

Witnesses:

1.

(As Constituted Attorney for and on Behalf of
Ultra Enterprise, represented by its
Proprietor: Sri Dibakar Sarkar)

2.

Signature of the Land Owner

Signature of the Vendor

Signature of the Purchaser

(Read and satisfied of the Agreement for sale)

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MEMO OF CONSIDERATION

RECEIVED from within mentioned Purchaser the within mentioned a sum of Rs. (Rupees) only as Earnest money and part payment of consideration as per memo below:

<u>Date</u>	<u>Cheque/Cash/Trfr.</u>	<u>Bank</u>	<u>Branch</u>	<u>Amount</u>
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6,07,500/-

(Rupees) only.

Witnesses: -

1.

2.

Signature of the Developers

Read and explained by:
Drafted & Prepared by:-
(Swapn Kumar Ghosh)
Advocate, Barrackpore Court.

Typed by: -
(Jyoti Sanka Mondal)

LAND & BUILD DEVELOPERS
Sunish Ghose
Partners

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Land & Build Dvelopers

346, Link Road, Ambagan

Promoter &

Palta, North 24-Pargnas

Developer

PIN: 743122, W.B., India

Ref. No.: PL/.....

Date:/...../.....

Possession Letter

In pursuance of the provision vide latest money receipt dated:/...../....., we, (1) Sri Girish Ghosh, son of Late Gora Chand Ghosh, residing at 110, S. B. Road, Kalitala, P.O.: Ichapore - Nawabganj, P.S.: Noapara, Dist.: North 24 Parganas, Pin: 743144, (2) Sri Gautam Adhikary, Son of Sri Kanailal Adhikary, residing at 46/1, Pirtala Road, P.O.: Shyamnagar, P.S.: Jagaddal, Dist.: North 24 Parganas, Pin: 743127, (3) Sri Avijit Paul, son of Jiban Paul, residing at Ambagan Colony, P. O.: Bengal Enamel, P. S.: Noapara, Dist.: North 24 Parganas, PIN: 743122, (4) Smt. Priyanka Paul Chakraborty, wife of Sri Avijit Paul, residing at Ambagan Colony, P. O.: Bengal Enamel, P. S.: Noapara, Dist.: North 24 Parganas, PIN: 743122 (5) Sri Jolly Adhikary, Wife of Sri Sri Gautam Adhikary, residing at 46/1, Pirtala Road, P.O.: Shyamnagar, P.S.: Jagaddal, Dist.: North 24 Parganas, Pin: 743127 and (6) Sri Debabrata Ghosh, son of Late Gora Chand Ghosh, residing at 110, S. B. Road, Kalitala, P.O.: Ichapore - Nawabganj, P.S.: Noapara, Dist.: North 24 Parganas, Pin: 743144 all the partners of **Land & Build Dvelopers**, a Partnership Firm, having its office at 346, Link Road, Ambagan, Bengal – Enamel, Palta, North 24 Parganas, PIN: 743122 do hereby transfer and handover the physical possession of the Residential Flat, identified by Flat No. ".....", measuring more or less sq. ft. including super buildup area, located at Floor of the premises namely "AISHANI" TOGETHERWITH undivided proportionate share of interest in land including common area, water reservoir, septic tank, drain and other amenities attached to the said building, lying and situated at Mouza – Ichapore, J. L. No.: 3, Re. Su. No.: 89, Touzi No.: 617 of the collector of North 24 Parganas, comprise and contained in R. S. Dag No.: 6300/6860, under Maliki Khatian No.: 2057, R. S. Khatian No.: 2063, within the jurisdiction of North Barrackpore Municipality under ward No.: 11, holding No.: 254, of Link Road, Ghatla, under P.S.: Noapara, Dist.: North 24 Parganas to Sri son of, residing at, P.O., P.S., Dist. –, Pin – on/...../.....

LAND & BUILD DEVELOPERS

Girish Ghosh

Partners

Signature of the Developer

ACKNOWLEDGEMENT

I, Sri son of, residing at, P.O., P.S., Dist. –, Pin – on/...../....., have taken physical possession of the concerned Flat (.....) from the aforesaid developer with my full satisfaction from this very date.

Signature of the Party

Dist : North 24 Parganas, Pin - 743122 , represented by its partners namely (1) SRI GIRISH GHOSH , PAN - AIMPG4491P, son of Late Gora Chand Ghosh , residing at 110, S.B. Road, Kalitala , P.O. Ichapur-Nawabganj, P.S.Noapara, Dist : North 24 Parganas, Pin - 743144 , (2) SRI GAUTAM ADHIKARY, PAN - AJWPA4010D, son of Kanai Lal Adhikary, residing at 46/1, Pirtala Road, P.O. Shyamnagar, P.S. Jagatddal, Dist : North 24 Parganas, Pin - 743127, (3) SRI AVIJIT PAUL, PAN - BVDPP5326B, son of Jiban Paul , residing at Ambagan Colony, P.O. Bengal Enamel , P.S. Noapara, Dist : North 24 Parganas, Pin - 743122, (4) SMT. PRIYANKA PAUL CHAKRABORTY, PAN - BJSPC1111L, wife of Sri Avijit Paul, residing at Ambagan Colony, P.O. Bengal Enamel , P.S. Noapara, Dist : North 24 Parganas, Pin - 743122, (5) SMT. JOLLY ADHIKARY, PAN - BEJPA5118P, wife of Sri Gautam Adhikary, residing at 46/1, Pirtala Road, P.O. Shyamnagar, P.S. Jagatddal, Dist : North 24 Parganas, Pin - 743127, (6) SRI DEBABRATA GHOSH, PAN - AOTPG6587P, son of Late Gora Chand Ghosh, residing at 110, S.B. Road, Kalitala , P.O. Ichapur-Nawabganj, P.S.Noapara, Dist : North 24 Parganas, Pin - 743144 , all by faith - Hindu, by Nationality - Indian, by occupation - Business , hereinafter called and referred to as the DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs , executors , administrators , representatives , assigns etc.) of the SECOND PART .

A N D

Contd....P/4

LAND & BUILD DEVELOPERS
Girish Ghosh
Partners

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day 2020 (Two Thousand Twenty) .

BETWEEN

Contd.....P/2.

, PAN - , son of , by faith - Hindu, by Nationality - Indian , by occupation - , residing at , hereinafter called and referred to as the PURCHASER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs , successors , executors , administrators , representatives and assigns) of the THIRD PART .

WHEREAS one Smt. Rita Roy , wife of Late Madan Mohan Roy purchased a plot of land measuring 4 (four) Cottahs , identified as Plot No. "4" , lying and situated at Mouza Ichapur, J.L. No. 3, Re. Su. No. 89, Touzi No. 617, comprised and contained in R.S. Dag No. 6300/6860, under Maliki Khatian No. 2057 , R.S. Khatian No. 2063, under P.S. Noapara, Dist : North 24 Parganas , from Hara Sankar Ghosh , son of Indra Kumar Ghosh, by virtue of a registered Deed of Sale and the same was registered in the Office of Sub-Registrar, Barrackpore on 09.05.1962, written in Book No. 1, Volume No. 34, pages from 56 to 59, being No. 2910 for the year 1962

Contd....P/5

ULTRA ENTERPRISE , represented by it's Proprietor SRI DIBAKA SARKAR, PAN - BAVPS7619P, son of Late Narayan Chandra Sarkar, by faith Hindu , by Nationality - Indian, by occupation - Business, residing at 470, "E" Block, Anandamath, P.O. Ichapur-Nawabganj, P.S.Noapara, Dist : North 24 Parganas, Pin - 743144 , hereinafter called and referred to as OWNER (which expression shall unless repugnant to the context otherwise meaning be deemed to mean and include his legal heirs, successors , administrators and/or assign) the party of the FIRST PART .

The Vendor herein is represented by his Constituted Attorney (1) SRI GIRISH GHOSH , PAN - AIMPG4491P, son of Late Gora Chand Ghosh , residing at 110 S.B. Road, Kalitala , P.O. Ichapur-Nawabganj, P.S.Noapara, Dist : North 24 Parganas, Pin - 743144 , (2) SRI GAUTAM ADHIKARY, PAN - AJWPA4010D, son of Kanai Lal Adhikary, residing at 46/1, Pirtala Road, P.O. Shyamnagar, P.S. Jagatddal, Dist : North 24 Parganas, Pin - 743127, both by faith - Hindu , by Nationality - Indian, by occupation - Business, by virtue of a registered Development Power of Attorney and the same was registered in the Office of A.D.S.R. Barrackpore on 11.07.2019, written in Book No. 1 , Volume No. 1505 2019, pages from 94779 to 94802 , being No. 150503327 for the year 2019 .

A N D

"LAND & BUILD DEVELOPERS" , PAN - AAHPL6708M, a Partnership Firm having its Office at 326, Ambagan Link Road, P.O. Bengal Enamel , P.S. Noapara

Contd....P/3.

AND WHEREAS in terms of the agreement made between the Vendors as the owners and the Developer and the Purchaser herein, the Vendors and the Developer have agreed to sell and transfer unto the Purchaser herein **ALL THAT** the undivided proportionate share of interest in the land comprised in the said property **TOGETHERWITH** a self contained side Residential Flat, being No., situated on the Floor of the said building measuring about more or less Sq. ft. super built up area of the premises, morefully and particularly described in the Second Schedule hereunder written, shown in the annexed plan or map of the floor and marked RED therein **TOGETHERWITH** the common areas, facilities, amenities of the demised premises, morefully and particularly described in the Schedule/ Schedules hereunder written at and for total consideration of Rs. (Rupees only and the Purchaser herein have agreed to purchase the same at the above price under the following terms and conditions.

: NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

In pursuance of the said agreement and in consideration of sum of Rs. (Rupees only paid by the Purchaser to the Vendors and the Developer in manner stated in the memo of consideration appended below (the receipt whereof the Vendors and the Developer and each of them doth hereby receipt hereunder written admit and acknowledge and from the same and every part thereof) the Vendors and the Developer do and each of them doth hereby acquit, release and forever discharge the said proportionate undivided share of interest in the said land and also the flat being Flat No. "....." on the Floor in favour of the Purchaser. They the Vendors and the Developer do and each of them doth hereby sale, grant,

Contd....P/8

transfer, convey, assign, and assure unto the Purchaser **ALL THAT** proportionate undivided share of interest of land and in **ALL THAT** piece and parcel of land containing area of 4 Cottahs be the same a little more or less as well as the said flat being Flat No. "....." super built up area of Sq.ft. on the Floor, of the premises, lying and situated at holding No. 254 of Old Ambagan Link Road, under P. S. Noapara, Dist : North 24 Parganas and more particularly described in the **FIRST SCHEDULE** hereunder written and delineated in the map or plan hereto annexed and thereon bordered in **RED** (hereinafter referred to as the said proportionate undivided share in the said land and the said flat) **OR HOWSOEVER OTHERWISE** the said Proportionate undivided share in the said land and the said flat now are or is or at any time to times heretofore were or was situated butted and bounded, called, known, numbered, described and distinguished **TOGETHERWITH** all boundary walls, areas, sewers, drains, paths, passages, water, water-sources and all manner of ancient and other lights, liberties, rights, easements, privileges, advantages emolument, appendages and appurtenances, whatsoever standing and being into or upon or belonging thereon or any part thereof with which the same now are/or is or at any time or times heretofore were or was held, used occupied, enjoyed, accepted, reputed, deemed taken or know as part parcel or member thereof or appurtenant thereto **AND ALL THE REVERSION OR REVERSIONS, REMAINDER OR REMAINDERS AND THE RENTS** issues and profits thereof and every part thereof and all the estate, right, title, interest, claim, use inheritance, trust, possession property or demand whatsoever of the Vendors and the Developer doth at law or in equity into and upon the said undivided proportionate share in the said land the said flat

Contd....P/9

AND WHEREAS after purchasing the aforesaid property said Smt. Rita Roy mutated her name in the local North Barrackpore Municipality and also recorded her name in the L.R. Settlement Records in L.R. Khatian No. 7180, L.R. Dag No. 9561, classification as Bastu and paid Municipal Taxes and Govt. rents regularly and punctually and built a two storied building over the said plot of land and occupied and enjoyed the same without any disturbances from any corner whatsoever.

AND WHEREAS said Smt. Rita Roy while so seized and possessed of the same she sold, transferred and conveyed the same to the present Vendor herein Ultra Enterprise, represented by it's Proprietor Sri Dibakar Sarkar, by virtue of a registered Deed of Conveyance and the same was registered in the Office of A.D.S.R. Barrackpore on 08.08.2018, written in Book No. 1, Volume No. 1505-2018, pages from 106145 to 106166, being No. 150503785 for the year 2018.

AND WHEREAS after purchasing the aforesaid property, the present Vendor herein recorded it's name in the L.R. Settlement Records in L.R. Khatian No. 22770, L.R. Dag No. 9561, classification as Bastu and also mutated it's name in the local North Barrackpore Municipality, at Ward No. 11, Holding No. 254 of Old Ambagan Link Road and paying Govt. rents and municipal taxes regularly and punctually and still occupying and enjoying the same without any disturbances from any corner whatsoever.

AND WHEREAS the aforesaid Vendor hereinabove decided to develop the said property by constructing a multi storied building by demolishing the exiting structure through an efficient developer who has sufficient resources to do so:

Contd....P/6

LAND & BUILD DEVELOPERS
Chirish Ahu
Partners

AND WHEREAS due to financial stringency and hardship the above named Vendor of the First Part is not in a position to develop the above mentioned and below First Schedule property by demolishing of the existing structure.

AND WHEREAS the Developer hereinabove **LAND & BUILD DEVELOPERS** has/have sufficient means and financial resources to construct the multi storied building over the said property and has/have agreed and accepted the proposal and offer of the owner in respect of such construction i.e. multi storied building over the said property.

AND WHEREAS the said Vendor herein have entered into an registered Development Agreement and the same was registered in the Office of A.D.S.R. Barrackpore on 11.07.2019, written in Book No. 1, Volume No. 1505-2019, pages from 94803 to 94855, being No. 150503321 and also executed a registered Development Power of Attorney dated 11.07.2019, being 150503327 with the Developer for constructing a multi storied building on the said property

AND WHEREAS the parties above named have prepared a plan for construction of a multi storied (G+3) building upon the said property and go sanctioning of the same from the North Barrackpore Municipality and the Developer have constructed the multi storied building consisting of various self contained flats/ apartments / units constructed portions capable of being held and/or enjoyed independent of each other upon the said property as per sanctioned building plan vide No. 405 dated 20.03.2020 from the North Barrackpore Municipality.

Contd....P/7

THE PURCHASER DOTH HEREBY COVENANTS WITH THE VENDORS AND THE DEVELOPER AS FOLLOWS:

- (a) That the Purchaser shall maintain at his own cost the unit hereby sold and conveyed in good condition .
- (b) The Purchaser shall keep the walls of the said unit and partition walls , sewers , drains , pipe and other fittings and fixture appurtenances thereto belonging in good tenable repair and conditions in particularly so as to support , shelter and project and parapets and other portion of the building besides the said unit .
- (c) That the Purchaser shall not use the unit for any purpose other than for residential purpose and shall not store or allow to be stored any inflammable goods other than domestic use .
- (d) That the Purchaser shall not any time demolish or cause to be demolished , damage or cause to be damaged the unit or any part thereof which will weaken the main structure of the building or do any such thing without approval or Vendor's Architect and Engineers .
- (e) Upon the formation and registration of the said Society/ Association the respective obligations and convenience of the Vendor, the Purchaser and all other person and persons owning other units in the said building herein contained shall cease and shall vest in the Society/Association .
- (f) The Purchaser , his servants and agents shall not in any way obstruct or cause to be obstructed the common passages , landings , staircase of the said property not store therein any rubbish or other materials .

Contd...P/12

- (g) From the date of delivery of possession of the said premises and / or unit or flat constructed by the Developer , the Purchaser shall pay the proportionate share of monthly maintenance charges for service and maintenance of common parts , common easements , etc as mentioned in the FOURTH SCHEDULE hereto .
- (h) So long as the said premises shall not be separately assessed for Municipal Taxes , the Purchaser shall pay the proportionate share of the Municipal Taxes , rates (both owner and occupier) surcharge if any assessed on the said property and the building thereon .
- (i) That the Purchaser shall be allowed to install or affix any name plate , signboard in the place specified for the purpose in the said building .
- (j) That the Purchaser have absolute right to sell , mortgage , gift , lease or any kind of transfer the said flat thereby sold , conveyed , granted , transferred including the super built up area .
- (k) That the Purchaser shall not throw or accumulate dirt , rubbish , rags or other refuses or permit the same to be thrown or allow the same to be accumulated in his flat or in the compound or any portion of the said building .
- (l) That the Purchaser shall have the common right to use and enjoyment of the roof of the top floor of the building and also to use the common two wheeler parking space and toilets at the Ground Floor along with co-owners of the flat and shop owners and the Purchaser his heirs , executors , administrators , representatives , assigns shall not claim any right for further construction on the roof for any purpose

Contd...P/13

TOGETHERWITH their and every of their respective rights , liberties and appurtenances whatsoever unto the Purchaser free from all encumbrances , trust and liens , attachments , whatsoever **AND TOGETHERWITH** easements or quasi-easement and other stipulations and provision in connection with the beneficial use and enjoyment of the said proportionate undivided share in the said land and the said flat **TO HAVE AND TO HOLD** the said proportionate undivided share in the said land and the said flat and all other rights , hereby granted , sold , conveyed , transferred , assigned and assured and every part hereof absolutely and forever .

THE VENDORS AND THE DEVELOPER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER:

- (a) That notwithstanding any act , deed or thing whatsoever heretofore done committed or knowingly suffered by the Vendors and the Developer to the contrary the Vendors and the Developer are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said proportionate undivided share in the said land and the said flat hereby sold , granted , transferred , conveyed , assigned and assured as an absolute and indefeasible testate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever .
- (b) That the Vendors and the Developer have good rightful power and absolute and indefeasible authority to sell , gift , grant , transfer , mortgage lease and convey the said proportionate undivided share in the said land and the said flat and every part thereof unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents .

Contd...P/10

LAND & BUILD DEVELOPERS
Christie & Co.
Partners

- (c) That it shall be lawful for the Purchaser at all times hereafter peace fully and quietly to enter into and upon and hold occupy and enjoy the said flat and receive the rents issues and profits thereof without any lawful eviction , interruption , hindrance , disturbance , claim or demand , whatsoever from or by the Vendors or the Developer or any person or persons having or lawfully or the Developer or any person or persons having or lawfully or equitably claiming any estate , right , title and interest whatsoever in the said proportionate undivided share in the said land and the said flat from under through or in trust for the Vendors and the Developer and free clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendors and the Developer well and sufficiently saved defended kept harmless and indemnified or from the against all charges liens and encumbrances , whatsoever made done executed or knowingly suffered by the Vendors and the Developer .
- (d) That the Vendors and the Developer all persons having or lawfully or equitably claiming any estate , right , title or interest whatsoever in the said proportionate share in the said flat from through under or in trust of the Vendors and the said flat from through under trust for the Vendors and the Developer shall and will from time to time and all times hereafter at the request and cost of the Purchaser do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts , deeds , things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said flat hereby sold , granted , transferred , conveyed , assigned and assured and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required .

Contd...P/11

THIRD SCHEDULE ABOVE REFERRED TO
(Common portions, areas and facilities include)

1. Staircase on all the floors .
2. Staircase landing on all the floors and lift .
3. Common passage on the ground floor between inside of the building and common walls .
4. Water pump , Overhead reservoir , water pipes and common plumbing installation , underground reservoir .
5. Electrical wiring and fittings excluding those are installed for any particular unit .
6. Drainage and Sewerage .
7. Pump Space .
8. Boundary wall and main gates .
9. Top roof of the building and parapet walls , chill cottah .
10. Common space situated on the ground floor of the said building.
11. Lift .

It is clarified that the common portion shall include the open space reserved in the said land surrounding, the said building left open as per building regulations . The roof and the parapet walls of the building will also be a part of common portion for the co-owner of the building . The co-owners are not entitled to make any kind of temporary or permanent construction on the roof of the building or the common passage .

Contd....P/16

FOURTH SCHEDULE ABOVE REFERRED TO :
(Cost of maintenance of common services or facilities)

1. Cost of maintenance , repairing , redecorating etc. of the main structure and in particular the gutters , fresh and rain water pipe , drains , sewerage and water storage tanks and electric wires , motors , generators , and other applications and passages in or under or upon the building and enjoyed or used by the Purchaser in common with the other occupiers of flats and main entrance passage landing staircase of the building enjoyed by the Purchaser or used by him in common as aforesaid and boundary walls of the building , compound , terraces etc .
2. Cost of cleaning and lighting the passage , landing , staircase , lift and other parts of the building as enjoyed or used by the Purchaser in common as aforesaid .
3. Cost of maintenance and decorating the exteriors of the building .
4. Cost of working and maintenance of light and lift and service charges .
5. Municipal rates and taxes , save those separately assessed for flat .
6. Premium of insurance of the building
7. Costs and charges of establishment for maintenance of the building and the said salaries of all persons employed for the same purpose .
8. The office expenses incurred for maintaining the office for common purpose
9. All other expenses and outgoing as are deemed by the Developer to the necessary incidental for and regulating interest and/or the rights of the Purchaser and occupiers including the Developer and the owners or co-sharers

Contd....P/17

FIRST SCHEDULE ABOVE REFERRED TO
(Description of the entire land)

ALL THAT piece and parcel of Bastu land measuring 4 (four) Cottahs more or less along with multi (G+3) storied building standing thereon, identified as Plot No. "4", lying and situated at Mouza Ichapur, J.L. No. 3, Re. Su. No. 89, Touzi No. 617, comprised and contained in R.S. Dag No. 6300/6860, corresponding to L.R. Dag No. 9561, under Maliki Khatian No. 2057 , R.S. Khatian No. 2063, corresponding to L.R. Khatian No. 22770, within the local limits of North Barrackpore Municipality at Ward No. 11, Holding No. 254 of Old Ambagan Link Road , under the jurisdiction of A.D.S.R.O. Barrackpore , P.S. Noapara, Dist : North 24 Parganas. This property is butted and bounded by

ON THE NORTH : 6' - 0" wide Common Passage .

ON THE SOUTH : 7' - 7" wide Municipal Road .

ON THE EAST : 15' - 6" wide Municipal Road thereafter
9' - 6" wide Municipal Road .

ON THE WEST : Property of Basanti Sarkar .

Contd....P/14

LAND & BUILD DEVELOPERS
Curry Chatterjee
Partners

SECOND SCHEDULE ABOVE REFERRED TO :-
(Description of the Flat)

ALL THAT piece and parcel of self contained side residential flat , identified by Flat No. "....." measuring covered area Sq. ft. and Sq. ft. Super built up area, consisting of 1/2 Bed room , 1 Kitchen - cum - Dining room , 1/2 Toilet and 1 Balcony , located **FLOOR** of the G + 3 multi storied building **TOGETHER WITH** the undivided impartible proportionate share of land with all common facilities and amenities attached with the said building , within the local limits of North Barrackpore Municipality at Ward No. 11 , Holding No. 254 of Old Ambagan Link Road, under the jurisdiction of A.D.S.R.O. Barrackpore , P.S. Noapara, Dist : North 24 Parganas, morefully and particularly described in the First Schedule hereto shown in the annexed site plan by RED bordered boundary line is hereby sold and the said site plan will be treated as part of this deed . The said Flat is butted and bounded by :

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

Contd....P/15

13. Not to do or cause to be done any act, deed, matter or which may be a nuisance or annoyance to the other Flat owners and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons by the Purchaser in the common areas, not to make any noises in the said building and the premises including the said Flat that may cause inconvenience to the occupiers of the building.

SIXTH SCHEDULE ABOVE REFERRED TO :
(Easements)

The Purchaser and other co-owners shall be entitled to all right privileges, vertical and lateral supports, easements, quasi-easements appendages and/or appurtenances whatsoever belonging to and/or in any wise appertaining to their respective flats/apartments or the roof or the building or therewith usually held, used, occupies or enjoyed or reputed to be known as part hereafter morefully specified.

1. The right to access in common with the co-owners of the building at all times and for all normal domestic purpose connected with the use and enjoyment of the said flat/apartment and other flats/apartments in the said building.
2. The right of way in common as aforesaid and at all times and for all purposes connected with the reasonable use and enjoyment of the respective flats of the co-owners comprised within the said building and the said land.
3. The right of paths and passages in all the common portions for Gas, Electricity, Water from and to the respective flats of the Co-owners and the roof of the building through pipes, drains, wires and conduits lying or being in under through or over the said building and the said land as they may be reasonably necessary for the beneficial occupation of the Areas of the co-owners for all purpose whatsoever.

Contd...P/20

4. The right of passage of utilities including connection for Telephone, Television pipes, cables, conduits etc. through each and every part of the building including the said unit.
5. Right to support, shelter and protection of each portion of the building by other and/or other thereof as far as they protect the same.
6. The absolute unfiltered and unencumbered right over the common portions subject to the terms and conditions herein contained.
7. Such right, supports, easements and appurtenances as usually held, used, occupied or enjoyed as part or parcel of the said unit.
8. Right to install television antenna on the stair cover of the roof of the building without in any manner disturbing any co-owners entitled exclusively to the same.
9. The right with or without workmen are necessary supply of materials of the Purchaser to enter from time to time upon the other parts of the building including the other units for the purpose of repairing so far as may be necessary such pipes, drains, wires and conduits and for the purpose of rebuilding repairing or cleaning any part or portions of the said building, in so far as such repairing or cleaning as aforesaid can not be reasonably carried out without such entries.
10. The right to use stair and roof as common with co-owners of the building and also right to use the common two wheeler parking space and toilets at the Ground Floor along with co-owners of the flat and shop owners.

Contd...P/21

FIFTH SCHEDULE ABOVE REFERRED TO :
(Restrictions)

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the portions of the said building or is the owner and occupiers of the neighbours premises.
2. The Purchaser shall not store in the Flat any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.
3. The Purchaser shall not decorate the exterior of the said building otherwise than in a manner agreed by the Owner or in a manner as may be in which the same was previously decorated.
4. The Purchaser shall not put any neon sign or other boards on the outside of the said Flat.
5. The Purchaser shall permit the owner and its surveyor or agents or representatives of the Association with or without workmen and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof within seven days from the giving of such notice, all defects, decays and want of repairs of which a notice in writing shall be given by the Owners/Association to the Purchaser.
6. Not to allow or permit to be deposited any rubbish in the staircase or in any common parts of the building.

LAND & BUILD DEVELOPERS
Cumish. Gohar
Partners

7. 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 construction of the building or any part thereof.
8. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls and verandahs, lounges or any external walls or the fences of external doors and windows, including grills of the said Flat.
9. Not to make in the said unit any structural additional and /or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the owner / Association and with the sanction of the Barrackpore Municipality and/or concerned authority.
10. Not to park car on the pathway or open spaces of the building.
11. Not to commit or permit to be committed any waste or to remove or after the exterior to said building in any manner whatsoever or the pipes conduits cables and other fixtures and fittings serving the said building and the said Flat no clothes or other articles shall be hung or exposed outside the said Flat nor flower box flower pot or like other object shall be placed outside the said Flat nor taken out of the window of the Flat nor any bird dog or other animal which may cause annoyance to any other occupier of other Flats comprised in the said building shall be kept in the Flat.
12. Not to install any generator without permission in writing of the owners.

IN WITNESS WHEREOF the Parties have hereunto put their respective signatures on the day, month and year first above written.
SIGNED, SEALED AND DELIVERED

In the presence of :-

1.

2.

As Constituted Attorney for and on
Behalf of :
Ultra Enterprise, represented by it's
Proprietor :
Sri Dibakar Sarkar

Signature of the Vendors

Signature of the Developer

Signature of the Purchaser

Drafted and Prepared by :

(Sri Swapan Kumar Ghosh)
Advocate
Barrackpore Court
Enri. No. WB-1589/1995

Typed by :

(Jyoti Sanka Mandal)
Barrackpore

Contd.../P/

RECEIVED (Rupees)
only from the within named Purchaser being full and final consideration as per
following memo :-

MEMO OF CONSIDERATION

<u>Cheque/Cash</u>	<u>Bank</u>	<u>Branch</u>	<u>Date</u>	<u>Amount (Rs)</u>
--------------------	-------------	---------------	-------------	--------------------

Total Rs. -----

(Rupees)

Witnesses :-

1.

2.

Signature of the Developer

LAND & BUILD DEVELOPERS

Sunish Ghosh
Partners

Ref No:

Date: XX-XX-20XX

To,
Mr. XXXXX
ADDRESS
[Customer Identity No. ____]

Sub: Provisional Allotment of Apartment No. [●], [●] floor, Block [●] of Sangati Siliguri within Kanchan Janga Integrated Industrial Hub at [●] (HIRA Registration No. [●]; webpage [●])

Ref: Your Application No. [●] dated [●].

Dear Sir,

In response to your application, we are pleased to provisionally allot in your favour a [●]_BHK **Apartment No. [●]** on the [●] floor of Block [●] in "**Sangati Siliguri**" within Kanchan Janga Integrated Industrial Hub, having a carpet area of [●] sq. ft. exclusive balcony having an area of [●] sq. ft., exclusive open terrace having an area of [●] sq. ft. corresponding to super built up area of [●] sq. ft. (hereinafter called the **Apartment**) along with [●] number of car parking space admeasuring _____ sq. ft. on the ground level. We also acknowledge receipt of Rs. [●] (Rupees [●]) towards part payment of Booking Amount for the Apartment No. [●].

The Total Price of the Apartment along with car parking space is confirmed at Rs [●]/- (Amount in words) and since you have opted for Down Payment Plan / Installment Payment Plan, you are required to pay the balance amount as per the Payment Schedule annexed herewith. Please note that the Total Price includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and cess,) up to the date of handing over the possession of the Apartment No. [●].

Breakup of Total Price:

Cost of Apartment with proportionate cost of common area	Rs. _____/-
Cost of right to use car parking space	Rs. _____/-
Preferential Location /Floor Rise Charges	Rs. _____/-
Goods and Service Tax	Rs. _____/-
Common Area Maintenance Charges for 12 months	Rs. _____/-

Please note the Apartment shall be allotted in your favour only upon receipt of the balance Booking Amount in terms of the Application Form. Therefore, we request you to make a payment of Rs. [●] plus GST of Rs. [●] aggregating to Rs. [●] (Rupees [●]) towards the Booking Amount for the Apartment by Pay Order/Demand Draft/Cheque in favour of "Kanchan Janga Integrated Infrastructure Development Private Limited", payable at XXXX, within [●] days from the date of this letter, i.e., on or before [●], failing which this provisional allotment will automatically stand terminated and Kanchan Janga Integrated Infrastructure Development Private Limited will be free to deal with the Apartment at its sole discretion.

This offer of provisional allotment shall not be treated as a sale or transfer document and does not create any right whatsoever or howsoever in your favour. The allotment of the Apartment shall remain provisional till the time a formal 'agreement to Lease' is executed and registered in your favour. The stamp duty, registration fee and incidental expenses with respect to the same shall be payable and borne by you.

We shall be sending you from time to time, the demand notice for future balance installment payments, which are to be paid in terms of the Agreement to Lease of the Apartment to be executed and registered.

Upon receipt of the balance booking amount including GST as stated herein above, the copy of Agreement to Lease printed on Stamp Paper will be sent to you for your perusal and records and intimate you the proposed date(s) for execution and registration of the said Agreement to Lease.

Your **Customer Identity** No. is [●] henceforth, please quote your Customer Identity No. as reference for your future payments and correspondence.

As a token of your acceptance of the provisions herein kindly sign and return duplicate copy of this letter attached herewith for our record.

Assuring you the best of our professional services at all times.

Thanking You,

Yours Sincerely,

For **Kanchan Janga Integrated Infrastructure Development Private Limited**

(Authorised Signatory)

Encl:

- 1) Payment Schedule
- 2) Money receipt of Application Money

I/We have gone through the contents of the letter and I/we agree and accept the same.

(Signature of Applicant)

(Signature of Joint Applicant)