

AGREEMENT FOR SALE

THIS AGREEMENT made this day of TWO THOUSAND AND

BETWEEN ,

(1) **SMT. CHAYA CHOWDHURY**,(PAN-BAVPC6167Q)wife of late Kishore Kr.chowdhury,by occupation-Housewife(widow) by caste-Hindu (2) **SRIKALLOL KUMAR CHOWDHURY**,(PAN-ACTPC6966A) son of late Kishore Kr.Chowdhury, by occupation-service, by caste-Hindu, (3) **SMT.KAKALI BANERJEE**(PAN-

- 1 -

ROY JOB ASSOCIATES MANAGERMENTS PVT. LTD.

Director

Constituted Power of Attorney Holder of

1)Chaya Chowdhury 2)Kallol Kumar Chowdhury 3)Kakali Banerjee
4)Dilip Kumar Chowdhury 5)Moumita Maji 6)Purnima Ganguly

BONPB5370Q)daughter of Late Kishore Kr.chowdhury,by occupation-Housewife,by caste-Hindu, (4) **SRI DILIP KUMAR CHOWDHURY**,(PAN-ACFPC4804M)son of Late Krishna Kr.Chowdhury,by occupation-Retired, by Caste,all residing at "KARUNAKUTIR" Bose Para, P.O.B.D. Sopan & P.S-Khardah,Ward No.14, Dist.-24 Parganas (North),Kolkata-700117,(5) **SMT.MOUMITA MAJI**,(PAN-BKXPM9275R),wife of Dr.Nirjhar Majhi,by occupation-Housewife,by caste-Hindu,residing at 'Doctor's quarters,Raghunathpur (New Buildings)Sub DivisionalHospital, Dist.-Purulia, PIN-723133.(6) **SMT.PURNIMA GANGULY**,(PAN-BBPPG0179M),wife of Sri Tapan Kr.Ganguly,by occupation-Housewife by caste-Hindu,residing at 520,DumDum Road,(Surer Math)"SWAPNADIP APARTMENT" Kolkata-700074, hereinafter referred to as "**the VENDORS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, executors, administrators and assigns) duly represented by their constituted attorney **M/S ROY JOB ASSOCIATES MANagements PVT. LTD. (PAN- AAECR7946K)**, a Company incorporated under the Companies Act, 1956 having its registered office at the premises no. 30A, Sibnarayan Das Lane, Kolkata- 700006 represented by its Director Sri Rasbehari Roy (AGDPR0279F), son of Late Satyakinkar Roy, residing at 68, Vivekananda Road, 3rd floor, Kolkata- 700 006 ,(which expression shall unless and reigitered in the office of ADSR Barrackpore, North 24 Parganas, vide Book No. I, CD Volumn. 10, Pages 4910 to 4928 being No.03175 for the year 2013 of the **FIRST PART**;

AND

-----hereinafter referred to as "**the PURCHASER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**;

AND

M/S ROY JOB ASSOCIATES MANagements PVT. LTD. (PAN-AAECR7946K), a Company incorporated under the Companies Act, 1956 having its registered office at the premises no. 30A, Sibnarayan Das Lane, Kolkata- 700006 represented by its Director Sri Rasbehari Roy (AGDPR0279F), son of Late Satyakinkar Roy, residing at 68, Vivekananda Road, 3rd floor, Kolkata- 700006, hereinafter referred to as the **DEVELOPER /CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include ITS successors-in-offices/interests and assigns) of the **THIRD PART**;

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W H E R E A S :

1. One Smt. Karunamoyee Debi, wife of Late Krishna Ch. Chowdhury, was the absolute owner of plot of Bastu land measuring 45.93 decimal i.e. 27 Cottahs 13 Chittacks 15 sq. ft. (out of which in R.S. Dag No.2496=36.56 decimal i.e. 22 Cottahs 2 Chittacks 22 sq. ft. and R.S. Dag No.2497 = 9.37 decimal i.e. 5 Cottahs 10 Chittacks, 38 sq. ft.) i.e. **total area = 27 Cottahs, 13 Chittacks, 15 sq.ft.** be the same a little more or less, with 2000 Sq. ft. pucca Two stoired building (1000 sq. ft. each floor) be the same a little more or less lying and situated at Mouza-Khardah, J.L. No.2, Re. Sa. No.18, Touzi No.145, 2998, 1505, in R.S. Dag No.2496 and 2497 now L.R. Dag No.2496/3873 and 3869 under L.R. Khatian No.830 respectively under S.R. Barrackpur, within the limit of Khardah Municipality having holding No.118/83 at Bose Para, Ward No.14, P.O. – B.D. Sopan and P.S.- Khardah, District- North 24 Parganas, Kolkata – 700117, West Bengal, by purchasing the same from Sri Panchugopal Das, son of Late Nabakumar Das, by strength of a Registered Deed (Bengali Kobala) of Conveyance, registered on 12.08.1950 in the office of Sub Registrar, Barrackpore and recorded in Book No.I, Volume No.25, Pages 158 to 162, being Deed No.1480 for the year 1950.

2. **ANDWHEREAS :**

After the death of Smt. Karunamoyee Debi, who died intestate in the year 05.06.1997 leaving behind her 3 (three) sons namely 1. Kishor Kr. Chowdhury, 2. Prabir Kr. Chowdhury, 3. Sri Dilip Kr. Chowdhury, AND One daughter namely Purnima Ganguly, who became the legal heirs of the plot of Bastu land measuring about 45.93 decimal i.e. 27 Cottahs 13 Chittacks 15 sq. ft. (out of which in R.S. Dag No.2496=36.56 decimal i.e. 22 Cottahs 2 Chittacks 22 sq. ft. and R.S. Dag No.2497 = 9.37 decimal i.e. 5 Cottahs 10 Chittacks, 38 sq. ft.) i.e. **total area = 27 Cottahs, 13 Chittacks, 15 sq.ft.** be the same a little more or less, with 2000 Sq. ft. pucca Two stoired building (1000 sq. ft. each floor) be the same a little more or less lying and situated at Mouza-Khardah, J.L. No.2, Re. Sa. No.18, Touzi No.145, 2998, 1505, in R.S. Dag No.2496 and 2497 now L.R. Dag No.2496/3873 and 3869 under L.R. Khatian No.830 respectively under S.R. Barrackpur, within the limit of Khardah Municipality having holding No.118/83 at Bose Para, Ward No.14, P.O. – B.D. Sopan and P.S.- Khardah, District- North 24 Parganas, Kolkata – 700117, West Bengal.

3. **AND WHEREAS :**

After the death of Sri Kishore Kr. Chowdhury, who died intestate on 05.07.2002 leaving behind his legal heris, viz. wife 1. Smt. Chaya Chowdhury, 2. Son namely Sri Kallol Chowdhury and (3) Daughter namely Kakoli Banerjee (Chowdhury) became the legal heirs of Kishore Kr. Chowdhury, and after the death of Sri Prabir Kr. Chowdhury who died intestate on 10.08.2005 leaving behind his only legal heir daughter (4) Smt. Maumita Maji, wife of Dr. Nirjhar Maji since his wife Smt. Maya Chowdhury is also died intestate on 21.10.1999 became one of the legal heirs and (5) Sri Dilip Kr. Chowdhury, son of

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Karunamoyee Debi, is one of the legal heirs, (6) Smt. Purnima Ganguly, wife of Sri Tapan Kr. Ganguly is also one of the legal heir. All above from (1) to (6) are the legal heirs of the property/land measuring 0.4583 decimal i.e. 27 Cottahs 13 Chittacks and referred to as the OWNERS herein.

4. The Vendors herein while seized and possessed of and/or otherwise well and sufficiently entitled to the said premises decided to residentially exploit the said premises and entered into a Registered Development Agreement dated 22nd March, 2013 (hereinafter collectively referred to as '**the Said Development Agreements**') with M/s. Roy Job Associates Managements Pvt. Ltd. the Developer/ Confirming Party herein for construction of a multi-storied building complex consisting of 3 nos. of blocks of buildings and each building consisting of several independent flats/apartments, car parking spaces and other spaces at the said premises as per the sanctioned building plan of the concerned local authority;
1. The said Development Agreement, inter alia, provided that the Developer/ Confirming Party herein shall be entitled to sell and transfer the flats/apartments and other saleable spaces forming part of the developer's allocation and the Vendor herein shall be entitled to own and enjoy and sell the flats/apartments and other spaces forming part of the owners' allocation as detailed in the said Development Agreements.
2. The Vendors herein granted a Power of Attorney in favour of the Developer/ Confirming Party herein for doing various acts and things in contemplation of the said Development Agreements;
3. In terms of the said Development Agreements, the Developer/ Confirming Party herein caused a building plan sanctioned bearing No. 20A/2015-2016 dated 04/09/2015 from the Kharda Municipality for construction of a complex comprised of multi-storied buildings at the said premises.
4. The said Development Agreements entitled the Developer/ Confirming Party herein to sell and transfer the flats/apartments, car parking space and other spaces in the new building complex constructed on the land of the said premises together with undivided share of land and the common right in the common areas and facilities of the said building/premises forming part of the developer's allocation as detailed in the said Development Agreements to the various intending Purchasers.
5. The Purchaser herein approached the Owner and/or Developer/ Confirming Party herein with a proposal to purchase ALL THAT measuring built up/super built up/carpet area of about ----- sq. ft. more or less on the----- in the **Block No.-----** built and constructed on the said premises accepted the proposal of the

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Purchaser and the Vendor and the Developer/ Confirming Party agreed to sell to the Purchaser herein the aforesaid flat together with proportionate and impartible share in the land underneath the said building/block whereon the said unit is situated forming part of the said premises along with common rights in the common areas and facilities of the said building/building complex/premises (hereinafter referred to as '**the Said Unit**').for the consideration and on the terms and conditions hereinafter appearing;

6. At or before execution of this Agreement the Purchaser has fully satisfied himself /herself/itself as to: -
- a) The Title of the Owners in respect of the said Properties;
 - b) Is fully satisfied as regards the right of the Vendor and the Developer/Confirming Party to enter into this Agreement;
 - c) Inspected the Plan sanctioned by the authorities concerned;
 - d) Inspected the said Development Agreements;
 - e) Acknowledges that all such utilities, facilities, amenities and/or services, common areas, common facilities rendered for the said building complex are common;
 - f) Is fully satisfied as to the total super built up area forming part of the said **FLAT**;
 - g) Is fully satisfied regarding the common parts portions areas and facilities of the said building/building complex;

And have agreed not to raise any objections in any manner in future whatsoever or howsoever.

In these presents unless there is anything in the subject or context inconsistent with the following expression shall have the meaning assigned against them.

1. DEFINITION : In this Agreement unless it be contrary or repugnant to the context:-

- a. '**ARCHITECT**' shall mean Mr. Avijit Phani or any other firm of architects appointed by the Vendor and the Developer/Confirming Party
- b. '**BLOCK/BUILDING/S**' shall mean the all such block/building/s and/or other structures to be constructed at the said Premises in accordance with the sanction plan by the authorities concerned with any variations as may be permitted.
- c. '**BUILDING PLAN**' shall mean and include necessary maps or plans drawn prepared by the Developer's architects and checked by the competent authorities with such alteration or modification

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as may be made by the Developer/Confirming Party for the construction of a multistoried building complex at the said premises.

- d. **'COMPLEX'** shall mean the entirety of the Premises and the New Building/s constructed and/or to be constructed thereon and each New Building/s or Block/s in the Complex having separate identification name, and the common areas, facilities and amenities thereat, and the entire Complex has been named as **"SURYA APARTMENTS"**;
- e. **'COMMON AREAS/PARTS AND PORTIONS'** shall mean and include lobbies, staircases lift, lift shafts, sub-station, pump rooms, machine room, water tank, generator room and other facilities whatsoever required for maintenance and/or management of the building to be determined by the Developer/Confirming Party in its absolute discretion at the time of making over of the possession of the said flat.
- f. **'COMMON FACILITIES'** shall mean the facilities which shall remain common for all the owners and/or occupiers of the said new building/ for beneficial use and enjoyment of their respective flats/Units.
- g. **'COMMON FACILITIES AND AMENITIES'** shall mean and include corridors, staircases, lifts, other open spaces, and facilities required for enjoyment, maintenance and/ or management of the new building/building complex to be constructed on the land of the said premise.
- h. **'DEVELOPER/CONFIRMING PARTY'** shall mean **Roy Job Associates Managements Pvt. Ltd.**, a Company incorporated under the Companies Act, 1956 having its registered office at the premises 30A, Shib Narayan Das Lane, Kolkata-700 006. , and shall include its Director/s and its successors-in-office, administrators and assigns;
- i. **'UNIT/FLAT/S'** shall mean such flat (and the car parking space) having such number, having such chargeable area on such floor in such Block, in the Complex aforesaid as described in the SECOND SCHEDULE below.
- j. **'PARKING SPACE'** shall mean the space in the ground floor of the building /s as also in the open space surrounding the building that may earmarked by owner and / or developer / confirming party herein for parking car/s on extra costs. The said car parking space /s shall be allotted to the prospective purchaser and/ or buyer /s on lottery basis

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- k. **'VENDORS'** shall mean, (1)Smt. Chaya Chowdhury,(PAN-BAVPC6167Q) (2)Sri Kallol Kumar Chowdhury,(PAN-ACTPC6966A) (3)Smt.Kakali Banerjee(PAN-BONPB5370Q) (4)Sri Dilip Kumar Chowdhury,(PAN-ACFPC4804M) (5)Smt.Moumita Maji,(PAN-BKXPM9275R), 6)Smt.Purnima Ganguly,(PAN-BBPPG0179M).
- l. **'PLAN'** shall mean the building plan and shall include any modification or variation as may be made by the Developer/Confirming Party from time to time with prior sanction the authorities concerned which may even include subsequent additional sanctions.
- m. **'PROJECT'** shall mean the construction and completion of the buildings, common areas and installations at the premises in its entirety including those of added area and/or adjoining areas as the case may and all the areas thereat and sold and possession thereof in its entirety have been taken by the Purchasers and the project name is **'SURYA APARTMENTS'**.

PURCHASER shall mean and include:

- a) If he/she be an individual than his/her respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
- b) If it be a Hindu Undivided Family then its members of the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns
- c) If it be a Company then its successor or successors-in-interests and/or permitted assigns;
- d) If it be a Partnership Firm then its partners for the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
- e) If it be a Trust then is Trustees for the time being and their successor(s)-in-interest and assigns.
- n. **'SAID PREMISES'** shall mean ALL THAT piece and parcel of land measuring about 45.93 decimal i.e. 27 Cottahs 13 Chittacks 15 sq. ft. (out of which in R.S. Dag No.2496=36.56 decimal i.e. 22 Cottahs 2 Chittacks 22 sq. ft. and R.S. Dag No.2497 = 9.37 decimal i.e. 5 Cottahs 10 Chittacks, 38 sq. ft.) i.e. **total area = 27 Cottahs, 13 Chittacks, 15 sq.ft.** be the same a little more or less, with 2000 Sq. ft. pucca Two stoired building (1000 sq. ft. each floor) be the same a little more or less lying and situated at Mouza-Khardah, J.L. No.2, Re. Sa. No.18, Touzi No.145, 2998, 1505, in R.S. Dag No.2496 and 2497 now L.R. Dag No.2496/3873 and 3869 under L.R. Khatian No.830 respectively under S.R.

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Barrackpur, within the limit of Khardah Municipality having holding No.118/83 at Bose Para, Ward No.14, P.O. – B.D. Sopen and P.S.- Khardah, District- North 24 Parganas, Kolkata – 700117, which is more fully and particularly described in the First Schedule written hereunder.

- o. 'SALEABLE SPACE'** shall mean the space in the new building complex available for independent use and occupation along with the proportionate share of space and common areas and facilities.
- p. 'BUILT-UP AREA/COVERED'** Shall, according to its context, mean the plinth area of that Unit/Flat (including the area of bathrooms, balconies and also the thickness of the outer walls, internal walls and pillars and also the thickness of the outer walls (but 50% (fifty percent) of such outer walls, which are common between two Units/Flats).
- q. 'SUPER BUILT-UP AREA'** Shall mean in relation to the said Unit or any other Unit in the Building Complex shall mean and include the plinth area of such Unit including the area of any verandah or balcony attached to any Unit and also the thickness of the external and internal walls thereof and pillars and columns therein and proportionate share of the area of the Building's Common Areas and Installations as well as the area of the General Common Areas and Installations. Provided further that if any wall or column be common between two Units, then one half of the area under such wall or pillar or column shall be included in the area of each such Unit.
- r. 'COMMON AREAS/PARTS AND PORTIONS'** shall mean those common areas installations and facilities as are expressly specified in the THIRD SCHEDULE hereunder written and expressed or intended by the Transferor for common use and enjoyment of the Unit Holders of the Building (in which the Unit intended to be purchased by the Purchaser herein is situated) **BUT** shall not include the Parking Spaces and other constructed areas in the ground floor of such Building which the Transferor has reserved for itself and may use for itself or permit to be used for the purpose of car parking only.
- s. 'ADVOCATE'** shall means Debraj Giri, Advocate of 12/2, Old Post office Street, 1st Floor, Kolkata-700001.

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

1. The Vendors agreed to sell and transfer and the Developer/ Confirming Party herein concur confirm and assure to and unto the Purchaser/s herein and the Purchaser/s herein agrees to purchase and acquire **ALL**

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THAT Flat/Unit being measuring buil up/super built up/carpet area of about ---- sq. ft. more or less on the ... **floor** Flat **no....** in the **Block No.-**of the complex, morefully mentioned and described in PART-I of the SECOND SCHEDULE , in the said complex named and known as '**SURYA APARTMENTS**' (which are more fully described in the **SECOND SCHEDULE** written hereunder) TOGETHER WITH proportionate and impartible share in the land underneath the said building/block whereon the said unit is situated forming part of the said premises, the said premises is more fully and particularly described in the **FIRST SCHEDULE** written hereunder, **ALONGWITH** common rights in the common parts and common areas and facilities of the said complex which are more fully described in the **THIRD SCHEDULE** written hereunder together with properties appurtenant thereto (all hereinafter collectively referred to as '**the Said Unit**') at a total consideration of Rs..... Only payable strictly in the manner as detailed in the **Part -II** of the FOURTH SCHEDULE out of which the Purchaser herein have already paid a sum ofto the Developer/Transferor, the receipt whereof the Developer/Assignee/First Developer hereby admits and acknowledges and also by the Memo or Consideration written hereunder.

The Purchaser/s herein shall also pay to the Owners and/or Developer/Confirming Party herein the additional payments as mentioned, explained, enumerated, provided and given at and under **PART-I** of the **FIFTH SCHEDULE** hereunder written and/or given.

2. In the event of any default on the part of the Purchaser in making payment of any of the installments agreed to be paid by the Purchaser to the Developer/Confirming Party and in that event without prejudice to any other right which the Developer/Confirming Party may have, the Developer/Confirming Party shall be entitled to claim and the Purchaser shall be liable to pay interest at the rate of 18% per annum on the amounts remaining outstanding.
3. The Developer/Confirming Party further agrees to complete the said unit/building/buildings in the complex as per the sanctioned building plan and any modification thereof, and also as per the specifications detailed in the SIXTH SCHEDULE written hereunder.
4. The Developer/Confirming Party agrees to deliver vacant and peaceful possession of the said Flat/unit detailed in the Second Schedule written hereunder to the intending Purchaser until and unless all payments, deposits and dues required to be made under this agreement by the intending purchaser have been paid in full to the Developer/Confirming Party, subject as herein before stated and also subject to the terms contained in the Agreement, the possession of the said flat shall be given within 36 months from the date of execution of this agreement subject to any cause beyond the control of the builder, the builder will not to be liable for any consequential delay and/or damages thereof.

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5. If the Purchaser fails to pay the amount as per terms of this Agreement, the Developer/Confirming Party shall be entitled to claim interest @18% per annum for the defaulted amount till such amount is paid by the Purchaser and the Developer/Confirming Party shall further be entitled to terminate and rescind this Agreement after 60 days from the due date of the payment to be made as per this agreement and on such termination the said Developer/Confirming Party shall refund the balance amount after deducting 10% of the total consideration and refund the balance, if any, to the Purchaser on further sale of the said flat/unit.
6. In the event of any default on the part of the Developer/Confirming Party in delivery of the said flat/unit to the Purchaser, the Developer/Confirming Party shall be liable to pay interest as per Bank rate on the installment amounts paid by the Purchaser till the delivery of the flat/unit.
7. The right of the Purchaser shall remain restricted only to the properties detailed in the **Second Schedule** written hereunder and the Purchaser shall have common rights in the common areas and facilities of the said complex. However, he shall not be entitled to claim exclusive right or partition of the said common areas and facilities mentioned in the THIRD SCHEDULE written hereunder.
8. The Developer/Confirming Party shall also construct/arrange to construct or build other units/flats/spaces for other buyers also and common parts in accordance with the sanctioned plan with such modifications or variations as may be thought necessary by the Developer/Confirming Party but such modifications or variations will not affect the position of the Purchaser's right in the flat/unit in the **Second Schedule** written hereunder and the Purchaser shall have no right to raise any objection to the same.
9. After completion of the building/block, the Developer/Confirming Party shall hand over the possession of the common parts including maintenance service of the building to the flat owners. However, the Developer/Confirming Party may carry out the maintenance if necessary for 12 months only, from the date of completion of the building and thereafter the Developer/Confirming Party will not carry out maintenance service and that the Flat owners or their Association will have to take over maintenance service thereof or make alternative arrangement after one year. For the purpose of providing the maintenance service, the Developer/Confirming Party will realize the charges for maintenance from the flat owners or occupiers at a reasonable rate per month and the above maintenance charges for one year is to be deposited by the Purchaser to the Developer/Confirming Party in advance after taking over possession of the flat/unit. However it is agreed that the developer/ confirming party shall not be liable to pay the maintenance for the flats not sold by it for 12 months from the date

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of handover of the maintenance of the building to the flat Owners Association.

10. All amounts becoming due and payable to the Developer/Confirming Party by the Purchaser shall remain as a charge on the Purchaser's entire right, title and interest and share in the land comprised in the said property and common parts and also the said unit/flat agreed to be sold to the Purchaser unless charge/lien is allowed in favour of any bank or financial institutions.
11. The payment of the amount of consideration and the time for payment as mentioned above shall always be the essence of the contract.
12. That the Purchaser may get the name of his/her/their nominee/s substituted in his/her/their place with prior approval of Developer/Confirming Party after the expiry of six months (starting from the date of signing this agreement). The Developer/Confirming Party may permit such substitution on such terms and conditions, as it may deem appropriate upon compulsory payment of Rs. 1,00,000/- This permission shall be in conformity with guidelines if any issued by the local authorities in this behalf. It is understood that substitute of a nominee shall be allowed in case they said flat has not been conveyed to the Purchasers.
13. The Purchaser have inspected all the documents of title and other relative documents including the sanctioned plan of the building and is fully satisfied as to the title of the Vendor in the said premises and also right of the Developer/Confirming Party to enter into this Agreement for Sale.
14. The Developer/Confirming Party shall be entitled to modify or vary the plan in accordance with the sanctioned plan at its absolute discretion as they think fit and proper.
15. After handing over possession of all the flat/units and other spaces in the building the Developer/Confirming Party either solely or with the consultation of the flat owners shall cause to form an Association/Organization at the cost and expenses of the flat owners and hand over the possession of the common parts including maintenance service to such Association/Organisation with such rules, by-laws etc. as are deemed fit and proper. However, the Developer/Confirming Party may carry out the maintenance service, if necessary for one year only from the date of completion of the building and thereafter the Developer will not carry out maintenance service and the flat owners or their Association/Organisation will have to take over maintenance service or make alternative arrangement thereof after 12 months. For the purpose of providing maintenance service the Developer/Confirming Party shall realize maintenance charges from the Purchaser as also from other buyers on actual per sq.ft. more or less per month to be determined solely by the Developer/Confirming Party and the maintenance charges

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mentioned hereinabove for one year is to be deposited by the Purchaser to the Developer/Confirming Party in advance before taking over possession of the flat. The details of maintenance charges shall be informed to the Purchaser in writing prior to making demand by the Developer/Confirming Party to the Purchaser.

16. After completion of the construction of the said flat/unit, the Purchaser will execute such other deeds, documents, and/or declarations as may be necessary by the Advocate of the Developer/Confirming Party for the common purpose including declaration of respective ownership and/or rights and interest of the co-purchasers of the said building.
17. It is agreed by the parties that the Developer/Confirming Party shall be entitled to construct further storey's on the roof above the top floor of the New Building and/or to construct further elsewhere in the said premises and the Purchaser shall not obstruct or object to the same and in the event of further construction, the Land Share shall stand altered and/or modified accordingly and that the Developer/Confirming party and/or its employees and/or agents and/or contractors shall be entitled to use and utilize the Specific Common Parts and General Common Parts for movement of building materials and for other purposes as may become necessary for making such further constructions and the Buyer shall not be entitled to raise any objection in any manner whatsoever with regard thereto;
18. For all common use, control, enjoyment, measurements and maintenance of the common parts by the co-purchasers, the Purchaser hereby accept and agree to serve the covenants contained herein.
19. The Purchaser will mutate his/her/their name/s in the records of the concerned Municipality as owners of the said flat/unit and for having its separately numbered and assessed for taxes and the Developer/Confirming Party shall whenever required by the Purchaser give their consent or approval in writing for the purpose of such mutation and separate assessment. However, such mutation in the record shall be done only upon execution and/or registration of Deed of Conveyance.
20. The Developer/Confirming Party shall arrange for separate individual meter for the flat/unit of the purchaser and all deposits/expenses required for the same shall be paid by the Purchaser. Time for installation of individual meter can not be committed as it is beyond the control of the Developer/Confirming Party and it depends on the appropriate electric supply authority. However, the Developer/Confirming Party may provide electric supply to the said flat till the installation of individual meter and the Purchaser will have to pay for his electric consumption of each month at such rate per unit as the Developer will have to pay to the electric authority against their monthly bill for the whole building in its entirety. The Developer/Confirming Party may fix temporary sub-meter in each flat for ascertaining the electric consumption of each flat till the individual meter is not fixed, the electric

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Director

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1)Chaya Chowdhury 2)Kallol Kumar Chowdhury 3)Kakali Banerjee
4)Dilip Kumar Chowdhury 5)Moumita Maji 6)Purnima Ganguly

charges shall have to be paid by the Purchaser on a reasonable adhoc basis at the discretion of the Developer/Confirming Party.

21. The Purchaser shall have to pay his proportionate share of cost of new electric service charges to be paid to the appropriate electric authority as and when demanded by the Developer/Confirming Party or receipt of a bill from the authority, along with other service charges as applicable.
22. So long as the said flat is not separately assessed for the purpose of municipal rates, taxes, electric service etc. the Purchaser will pay proportionate share on municipal/local taxes, rates and electric bills and impositions as may be levied on the said property in its entirety from the date of completion of the building and handing over possession of the flat at the absolute discretion of the Developer/Confirming Party and no objection for the above will be entertained.
23. All municipal rates, taxes and impositions on the said flat/unit upto the date of completion and handing over possession shall be to the account of the Developer/Confirming Party.
24. The Courts of the Kolkata alone shall have the jurisdiction to entertain, try and determine all actions, suits and proceedings if arises out of this agreement.
25. The Purchaser shall pay a separate fees to the Developer towards the legal fees and cost of preparation of this Agreement for Sale and also a fees towards the professional fees and cost of registration of Deed of Conveyance to the Developer's Advocate apart from paying the applicable stamp duty and registration fees for such conveyance.
26. The Purchaser acknowledges that he/she/it has entered into the present agreement after appreciating all the terms and conditions herein contained. That all the terms and conditions contained and recorded in this agreement has been fully understood by the Purchaser and taking into account the amount of consideration which the Purchaser has agreed to pay in terms of this Agreement, the same is reasonable and as such all the covenants stipulations and conditions contained and recorded in this Agreement are reasonable and fair.

(REGULATIONS AND RESTRICTION)

THE PURCHASER AGREES AND COVENANTS:-

- a. To co-operate with the other Purchasers, Developer/Confirming Party and the Vendor in the management and maintenance of the said New Building in the complex.
- b. To observe the rules framed from time to time by the Developer/Confirming Party and upon the formation of the Association by such Association.

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4)Dilip Kumar Chowdhury 5)Moumita Maji 6)Purnima Ganguly

- c. To use the said Flat for residential purposes and not for other purposes whatsoever without the consent in writing of the Developer/ Confirming Party.
- d. To allow the Developer/Confirming Party with or without workmen to enter into the said Flat for the purposes of maintenance and repairs but only with 24 hours prior notice in writing to the purchaser/s .
- e. To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said flat/unit and proportionately for the new building and/or common parts/areas and wholly for the said Flat/unit and/or to make deposits on account thereof and upon the formation of the Association to such Association. Such amount shall be deemed to be due and payable on and from the date of possession (as defined herein) whether physical possession of the said Flat has been taken or not by the purchaser/s. The said amount shall be paid by the purchaser/s without raising any objection thereto regularly and punctually within 72 hours to the Developer/Confirming Party and upon formation of the Association to such Association.
- f. To deposit the amounts reasonably required with the Developer/Confirming Party and upon the formation of the Association with such Association towards the liability for rates and taxes and other outgoings.
- g. To pay charges for electricity in relation to the said Flat wholly and proportionately relating to the common parts.
- h. Not to subdivide the said Flat and/or the parking space if allotted or any portion thereof.
- i. Not to do anything or prevent the Developer/Confirming Party from making further or additional constructions notwithstanding any temporary disruption in the purchaser/s enjoyment of the said flat.
- j. The Purchaser/s shall not be entitled to claim any damages or make any claim on any account regarding the quality of materials and specifications and has further agreed not to claim any abatement if the complex or the block is not completed within the completion date nor shall have any claim whatsoever against the Developer/Confirming Party on any other account whatsoever.
- k. To maintain or remain responsible for the structural stability of the said flat/unit and not to do anything which has the effect of affecting the structural stability of the building and also not to store or being and allow to be stored and brought in the said flat/unit any goods of hazardous or combustible nature or which are so heavy as to affect or

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4)Dilip Kumar Chowdhury 5)Moumita Maji 6)Purnima Ganguly

endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.

- l. Not to do or cause anything to be done in or around the said flat which may cause or lend to cause or tantamount to cause or effect any damages to any flooring or ceiling of the said Flat or adjacent to the said flat or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- m. not to damage demolish or cause to damage or demolish the said Flat or any part thereof or the fittings and fixtures affixed thereto which may cause damage to any other portion of the building in any manner.
- n. Not to close or permit the closing of verandah 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 of the verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Flat which in the opinion of the Developer/Confirming Party differs from the colour scheme of the building or deviation or which in the opinion of the Vendors may affect the elevation in respect of the exterior walls of the said building.
- o. The purchaser/s may install grills as per approved design and specified norms at extra costs, such designs and the place of installation shall have to be got approved by the Architect/ Vendors.
- p. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- q. Not to make in the said Flat any structural additions and/or alterations such as beams columns partition walls etc, or improvements of a permanent nature except with the prior approval in writing of the Vendors and with the sanction of the authorities concerned as and when required.
- r. Not to use the said Flat or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to co-purchaser/s occupiers of the other portions of the said building or buildings to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose.
- s. Not to charge or put any clothes in or upon the window balconies and other portions which may be exposed in a manner or be visible to the outsiders.

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- t. To abide by such building rules and regulations as may be made applicable by the vendors and/or Developer/Confirming Party before the formation of the association and after the formation of the association to comply with and/or adhere to the building rules and regulations of such association.
- u. Not to put any nameplate or letter box or neon sign or board in the common areas or on the outside wall of the block save a letter box at the place of the ground floor as be expressly approved or provided by the Developer/Confirming Party and a decent nameplate outside the main gate of this unit.
- v. Not to alter the outer elevation of the block of any part thereof nor decorate the exterior of the block otherwise than in the manner agreed by the Developer/Confirming Party and/or the Maintenance in charge in writing or in the manner as near as may be in which it was previously decorated.
- w. Not to bring in any contractor or any labour or mason of his own so long as the said complex is not made over by the Developer/Confirming Party to the association.
- x. Watchman, driver, domestic, servants or any other person employed by the purchaser/s or his agents shall not be allowed to sleep or squat in the common passage/lobby/terrace/corridors/ lift room /garden etc.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID PREMISES)

ALL THAT piece and parcel of land measuring about 45.93 decimal i.e. 27 Cottahs 13 Chittacks 15 sq. ft. (out of which in R.S. Dag No.2496=36.56 decimal i.e. 22 Cottahs 2 Chittacks 22 sq. ft. and R.S. Dag No.2497 = 9.37 decimal i.e. 5 Cottahs 10 Chittacks, 38 sq. ft.) i.e. **total area = 27 Cottahs, 13 Chittacks, 15 sq.ft.** be the same a little

more or less, with 2000 Sq. ft. pucca Two stoired building (1000 sq. ft. each floor) be the same a little more or less lying and situated at Mouza-Khardah, J.L. No.2, Re. Sa. No.18, Touzi No.145, 2998, 1505, in R.S. Dag No.2496 and 2497 now L.R. Dag No.2496/3873 and 3869 under L.R. Khatian No.830 respectively under S.R. Barrackpur, within the limit of Khardah Municipality having holding No.118/83 at Bose Para, Ward No.14, P.O. – B.D. Sopan and P.S.- Khardah, District- North 24 Parganas, Kolkata – 700117, khardah Municipality and butted and bounded by

On the North: Municipal Road

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4)Dilip Kumar Chowdhury 5)Moumita Maji 6)Purnima Ganguly

On the East: House of Chakraborty Family
On the South: Municipal Road
On the West: Municipal Road

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID FLAT/UNIT)

Part-I

ALL THAT Flat/Unit being built up/super built up/carpert area of about sq. ft. more or less in the floor, Flat no..... Block of the building complex TOGETHER WITH the undivided proportionate share in the land comprised underneath the said Building/Block where the said Flat is situated attributable thereto TOGETHER WITH the proportionate share or interest in all common parts portions areas and facilities forming part of the said building/building complex/premises

Part-II

THIRD SCHEDULE above referred to
(Common Parts and Areas)

SECTION A:

1. Areas:

- (a) Ultimate/Top roof above the top floor of Building.
- (b) Lobbies and staircases of the Building.
- (c) Stair head Room, Lift Machine Room and Lift well of the Building
- (d) Boundary walls and main gates of the Building and/ or the Premises.
- (e) Any other area/s earmarked by the Owner herein for the common use of all the Flat/Unit/Apartment/Space owners.

2. Water and Plumbing:

- (a) Water reservoirs of the Building
- (b) Water tanks of the Building
- (c) Water pipes (save those inside any flat)
- (d) Installations for fire fighting, if any, of the Building

3. Electrical Installations:

- (a) Wiring and accessories for lighting of the Common Portions.
- (b) Electrical Installations relating to meter for receiving electricity from CESC.
- (c) Pump and motor
- (d) Lift and lift machinery, if any.

4. Drains:

- (a) Drains, sewers and pipes

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Constituted Power of Attorney Holder of

1)Chaya Chowdhury 2)Kallol Kumar Chowdhury 3)Kakali Banerjee
4)Dilip Kumar Chowdhury 5)Moumita Maji 6)Purnima Ganguly

5. Others

Other areas and installations and/or equipments as are provided in the Building and/or the Premises, at extra cost, for common use and enjoyment such as, facilities intended for common use.

SECTION B:

(COMMON INSTALLATIONS FOR WHICH THE PROPORTIONATE ADDITIONAL SEPARATE COSTS ARE TO BE PAID BY THE PURCHASERS)

1. Stand-by diesel generator set of reputed make of requisite capacity for lighting the lights at the common area, for operation pump and for supply of power in the said Unit/s to the extent of quantum required and/or in the other Units during power failure and generator room, if any, in the ground floor of the building.
2. Transformer for the complex including the space for the transformer.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

PART I
AGREED CONSIDERATION

- i) Consideration for the **Flat and/or** completion of the said Unit/Flat together with Undivided proportionate share in the land and common areas;

Total Consideration Rs.....
=====

(paid as shown in MEMO OF CONSIDERATION annexed hereto)

PART II
PAYMENT SCHEDULE

The Agreed Consideration mentioned in **PART-I** above is to be paid to the Owner /Developer/Confirming Party herein in the following manner.

Particulars	Date/Event	Amount (Excluding GST/Service Tax)
Application money	On or before the application	10% Of Net Price

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Constituted Power of Attorney Holder of

1)Chaya Chowdhury 2)Kallol Kumar Chowdhury 3)Kakali Banerjee
4)Dilip Kumar Chowdhury 5)Moumita Maji 6)Purnima Ganguly

Agreement money	Within 30 days from the date of allotment	20% Of Net Price
1 st Installment	On completion of the foundation	20% Of Net Price
2 nd Installment	On 1 st Floor roof casting	20% Of Net Price
3 rd Installment	On 2 nd Floor roof casting	10% Of Net Price
4 th Installment	On 3 rd Floor roof casting	10% Of Net Price
5 th Installment	On completion of brick work	5% Of Net Price
Final Installment	On or before the date of Possession	5% Of Net Price

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART I

ADDITIONAL PAYMENTS PAYABLE WHOLLY BY THE PURCHASERS HEREIN

- a) Any tax or levy as will be applicable like GST/service tax, VAT as applicable as per the government norms.
- b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to these presents, the Deed of Conveyance/s and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and additional stamp duty, additional registration fee, penalty, interest or any other levy, if any that may be imposed I this regard at any time.
- c) Charges levied by the Owner herein for any additional or extra work done or any additional amenity or facility provided or any variation made in the said Unit/Flat.

ROY JOB ASSOCIATES MANAGERMENTS PVT. LTD.

Director

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1)Chaya Chowdhury 2)Kallol Kumar Chowdhury 3)Kakali Banerjee
4)Dilip Kumar Chowdhury 5)Moumita Maji 6)Purnima Ganguly

- d) Agreed legal fees payable to the Advocate as under equal to 1% (one per cent) of the Agreed Consideration which shall be payable 50% at the time of agreement and balance at the time of Deed of Conveyance.
- e) Cost of obtaining and providing electricity connection payable by the Purchasers at the agreed On Actual (it does not include security deposit for electric meter payable to the CESC), the cost for the individual meter and the load connection for the Unit/s/Flat/s/Car Parking Space/s/ and Space/s however shall be taken separately as and when the Owner herein receives the estimates from the electrical contractor.
- f) Costs of Electrical Transferor/Sub-Station and Meter Connection at the actual .
- g) Cost of Generator on actual.
- h) Utility Charges on actual.

The agreed cost regarding electricity mention in Section A item no. (e) above shall be paid by the Purchasers to the Developer/Confirming Party herein before possession.

PART-II

DEPOSITS PAYABLE BY THE PURCHASERS HEREIN TO THE OWNER HEREIN

- a) Deposit towards maintenance charges at the agreed rate on actual municipal tax/es for making the payment of municipal tax/es at the agreed on actual per Square Feet only.
- b) Sinking fund for periodic maintenance of new building/s and/or the premises at the agreed on actual municipal tax/es for making the payment of municipal tax/es at the agreed on actual per Square Feet only.
- c) Deposit/s towards municipal tax/es for making the payment of municipal tax/es at the agreed on actual per Square Feet only.

THE SIXTH SCHEDULE ABOVE REFERRED TO **(Specifications)**

- Brick Work** : External Wall 200 mm thick with cement mortar (1:6) using first class brick.
Partition Wall 75mm/125 mm thick with cement mortar (1:4) using first class bricks providing wire mesh as required for 75mm wall.
- Plaster** : Wall Plaster-outside surface 18mm thick (1:6 cement mortar), inside plaster – 12mm thick (1:6 cement mortar), Ceiling Plaster – 6mm thick (1:4 cement mortar) Proper chipping will be made before ceiling plastering.

ROY JOB ASSOCIATES MANAGERMENTS PVT. LTD.

Director

Constituted Power of Attorney Holder of

1)Chaya Chowdhury 2)Kallol Kumar Chowdhury 3)Kakali Banerjee
4)Dilip Kumar Chowdhury 5)Moumita Maji 6)Purnima Ganguly

- Stair Case** : Will be finished with marble or vitrified tiles and mild steel/brick railing.
- Drainage** : Necessary water drainage connection as per Khardaha Municipality requirement with good quality material as approved by the Architects will be provided. Rain water pipes will be 6"/4" dia. made of Supreme or equivalent Brand.
- Side Passage** : Will have I.P.S. flooring under laid over flat brick soling.
- Roof Treatment:** Good quality material will be laid on roof or plain cement concrete with necessary admixture.
- Water Supply** : Khardaha Municipality.
- Electrical** : Separate meters for the entire flat will be provided upon payment of security deposit to CESC.
- Painting**
- And Finishing** : Outside face of external walls – High quality weather resistant cement Paint.
Window, gates and grills will be painted with two coats of enamel paints.

(Manner of construction of the Flat)

- Brick Work** : External Wall: 200mm thick with cement mortar (1:6) using first class bricks. Partition Wall 75mm/125mm.thick with cement mortar (1:4) using first class bricks providing wire mesh as required for 75mm wall.
- Plaster** : Wall Plaster outside surface 18mm thick (1:6 cement mortar), inside plaster 12mm thick (1:6 cement mortar), Ceiling Plaster 6mm, thick (1:4 cement mortar)
- Floor of rooms And Toilets** : Marble/ Vitrified tiles of good make in all the rooms, kitchen, toilets, verandah, etc.
- Toilet Walls** : Up to 5'-6" finished (may vary as per specification of purchasers) with which/light coloured ceramic tiles.
- Door** : Door frames will be made of good quality wood. flush door will be provided.
- Window** : Aluminum framed glass windows.
- Sanitary Fitting**
- In Toilets** : The following will be provided:

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1)Chaya Chowdhury 2)Kallol Kumar Chowdhury 3)Kakali Banerjee
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- a) Tap arrangements
- b) Fitting Standard Quality.
- c) Water pipe line

Any coloured basin or pan or commode or cistern will be considered as an extra item.

Kitchen : Tiles with 2'-0" dado above the Kitchen counter. Black marble.

Electrical Points and :

- a) Full concealed wiring.
- b) In bedroom 2 light points, one 5 amp plug point, one fan point.
- c) Living/Dining Room: 1 light points, one fan points and one 5 amp plug point, 1 T.V. point
- d) Kitchen one light points, one exhaust fan point and one 5 amp plug point.
- e) Toilet One light point.
- f) Verandah one light point.
- g) Main Entrance one light point in main entrance.
- h) One Air-conditioner point in Master Bed Room.

Calling bell point for the Flat at main door of the Flat will be provided.

Painting and Finishing : Outside face of external walls – Good quality weatherproof Cement Paint
internal face of the walls – Good quality plaster of Paris.

EXTRA WORK : Any work other than specified above would be regarded as extra work for which separate payment will have to be paid in advance.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on this the day, month and year first above written. Sealed, signed and delivered by the **VENDOR** in presence of:

1.

By Roy Job Associates Managements Pvt. Ltd. as constituted attorney of Venders

2.

Sealed, signed and delivered by the

ROY JOB ASSOCIATES MANagements PVT. LTD.

Director

Constituted Power of Attorney Holder of

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4)Dilip Kumar Chowdhury 5)Moumita Maji 6)Purnima Ganguly

PURCHASER in presence of:

1.

PURCHASER

2

Sealed, signed and delivered by the
**DEVELOPER/ CONFIRMING
PARTY** in presence of:

**DEVELOPER/ CONFIRMING
PARTY**

MEMO OF CONSIDERATION

Received from the Purchaser a sum of on the following manner:

- 1. Cheque No Dated Rs.....
- 2. Cheque No Dated Rs.....

Total

.....
=====

Witness:

1.

VENDORS

2.

**By Roy Job Associates Managements Private Ltd.
As constituted attorney of Vendors**

ROY JOB ASSOCIATES MANagements PVT. LTD.

Director

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- 4)Dilip Kumar Chowdhury 5)Moumita Maji 6)Purnima Ganguly



Date:

To,

ALLOTMENT LETTER

Sir/Madam,

Ref: One Flat on Floor

This is to inform you that the Flat on ... Floor, Flat No.... measuring super built up/covered/carpet area of about sq.ft, which we are allotting to you, at our site: "Surya Apartments" at 118/83, Bose Para Road, Khardah, Kolkata -700117.

Thanking You,

Yours' truly,

Received and Agreed and Confirmed

ROY JOB ASSOCIATES MANagements PVT. LTD.


Director

Housewife, by caste- Hindu, (4) **SRI DILIP KUMAR CHOWDHURY**, (PAN-ACFPC4804M) son of Late Krishna Kr. Chowdhury, by occupation-Retired, by Caste, 1 to 4 residing at "KARUNAKUTIR" Bose Para, P.O. & P.S-Khardah, Ward No.14, Dist.-24 Parganas (North), Kolkata-700117, (5) **SMT. MOUMITA MAJI**, (PAN-BKXPM9275R), wife of Dr. Nirjhar Majhi, by occupation-Housewife, by caste-Hindu, residing at 'Doctor's quarters, Raghunathpur (New Buildings) Sub Divisional Hospital, P.O. & P.S.- Raghunathpur, Dist.-Purulia, PIN-723133 (6) **SMT. PURNIMA GANGULY** (PAN-BBPPG0179M), wife of Sri Tapan Kr.Ganguly, by occupation-Housewife by caste-Hindu, residing at 520, DumDum Road, (Surer Math) "SWAPNADIP APARTMENT" P.O. Italgacha, P.S. DumDum, Kolkata-700074, being represented through their constituted attorney **M/S ROY JOB ASSOCIATES MANagements PVT. LTD. (PAN-AAECR7946K)**, a Company incorporated under the Companies Act, 1956 having its registered office at the premises no. 30A, Sibnarayan Das Lane, Kolkata- 700006 represented by its Director Sri Rasbehari Roy, son of Late Satyakinkar Roy, residing at 68, Vivekananda Road, 3rd floor, Kolkata- 700006 vide Book I, CDVolume No. 10, Pages 4910 to 4928, Being No. 03175 for the year 2013 hereinafter referred to as **"VENDORS"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART** ;

AND

..... here in after referred to as **"PURCHASERS"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**;

AND

M/S ROY JOB ASSOCIATES MANagements PVT. LTD. (PAN-AAECR7946K), a Company incorporated under the Companies Act, 1956 having its registered office at the premises no. 30A, Sibnarayan Das Lane, Kolkata- 700006 represented by its Director Sri Rasbehari Roy, son of Late Satyakinkar Roy, residing at 68, Vivekananda Road, 3rd floor, P.O. Bedon Street, P.S. Girish Park, Kolkata- 700006, hereinafter referred to as the **DEVELOPER /CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include ITS successors-in-offices/interests and assigns) of the **THIRD PART**;

W H E R E A S :

1. One Smt. Karunamoyee Debi, wife of Late Krishna Ch. Chowdhury, was the absolute owner of plot of Bastu land measuring 45.93 decimal i.e. 27 Cottahs 13 Chittacks 15 sq. ft. (out of which in R.S. Dag No.2496=36.56 decimal i.e. 22 Cottahs 2 Chittacks 22 sq. ft. and R.S. Dag No.2497 = 9.37 decimal i.e. 5 Cottahs 10 Chittacks, 38 sq. ft.) i.e. **total area = 27 Cottahs, 13 Chittacks, 15 sq.ft.** be the same a little more or less, with 2000 Sq. ft. pucca Two stoired building (1000 sq. ft. each floor) be the same a little more or less lying and situated at Mouza-Khardah, J.L. No.2, Re. Sa. No.18, Touzi No.145, 2998, 1505, in R.S. Dag No.2496 and 2497 now L.R. Dag No.2496/3873 and 3869 under L.R. Khatian No.830 (Presently L.R. Khatian Nos. 6930, 6931, 6932, 6933, 6934 & 6935) respectively under S.R. Barrackpur, within the limit of Khardah Municipality having holding No.118/83 at Bose Para road, Ward No.14, P.O. – B.D. Sopan and P.S.- Khardah, District- North 24 Parganas, Kolkata – 700117, West Bengal, by purchasing the same from Sri Panchugopal Das, son of Late Nabakumar Das, by strength of a Registered Deed (Bengali Kobala) of Conveyance, registered on 12.08.951 in the office of Sub Registrar, Barrackpore and recorded in Book No.I, Volume No.25, Pages 158 to 162, being Deed No.1480 for the year 1950.

2. **ANDWHEREAS :**

After the death of Smt. Karunamoyee Debi, who died intestate in the year 05.06.1997 leaving behind her 3 (three) sons namely 1. Kishor Kr. Chowdhury, 2. Prabir Kr. Chowdhury, 3. Sri Dilip Kr. Chowdhury, AND One daughter namely Purnima Ganguly, who became the legal heirs of the plot of Bastu land measuring about 45.93 decimal i.e. 27 Cottahs 13 Chittacks 15 sq. ft. (out of which in R.S. Dag No.2496=36.56 decimal i.e. 22 Cottahs 2 Chittacks 22 sq. ft. and R.S. Dag No.2497 = 9.37 decimal i.e. 5 Cottahs 10 Chittacks, 38 sq. ft.) i.e. **total area = 27 Cottahs, 13 Chittacks, 15 sq.ft.** be the same a little more or less, with 2000 Sq. ft. pucca Two stoired building (1000 sq. ft. each floor) be the same a little more or less lying and situated at Mouza-Khardah, J.L. No.2, Re. Sa. No.18, Touzi No.145, 2998, 1505, in R.S. Dag No.2496 and 2497 now L.R. Dag No.2496/3873 and 3869 under L.R. Khatian No.830 (Presently L.R. Khatian Nos. 6930, 6931, 6932, 6933, 6934 & 6935) respectively under S.R. Barrackpur, within

the limit of Khardah Municipality having holding No.118/83 at Bose Para road, Ward No.14, P.O. – B.D. Sopan and P.S.- Khardah, District-North 24 Parganas, Kolkata – 700117, West Bengal.

3. **AND WHEREAS :**

After the death of Sri Kishore Kr. Chowdhury, who died intestate on 05.07.2002 leaving behind his legal heirs, viz. wife 1. Smt. Chaya Chowdhury, 2. Son namely Sri Kallol Chowdhury and (3) Daughter namely Kakoli Banerjee (Chowdhury) became the legal heirs of Kishore Kr. Chowdhury, and after the death of Sri Prabir Kr. Chowdhury who died intestate on 10.08.2005 leaving behind his only legal heir daughter (4) Smt. Maumita Majhi, wife of Dr. Nirjhar Majhi since his wife Smt. Maya Chowdhury is also died intestate on 21.10.1999 became one of the legal heirs and (5) Sri Dilip Kr. Chowdhury, son of Karunamoyee Debi, is one of the legal heirs, (6) Smt. Purnima Ganguly, wife of Sri Tapan Kr. Ganguly is also one of the legal heir. All above from (1) to (6) are the legal heirs of the property/land measuring 0.4583 decimal i.e. 27 Cottahs 13 Chittacks and referred to as the OWNERS herein.

4. **AND WHEREAS**

The Vendors herein while seized and possessed of and/or otherwise well and sufficiently entitled to the said premises decided to residentially exploit the said premises and entered into a Registered Development Agreement dated 22nd March, 2013 (hereinafter collectively referred to as '**the Said Development Agreements**') with M/s. Roy Job Associates Managements Pvt. Ltd. the Developer/ Confirming Party herein for construction of a multi-storied building complex consisting of 3 nos. of blocks of buildings and each building consisting of several independent flats/apartments, car parking spaces and other spaces at the said premises as per the sanctioned building plan of the concerned local authority;

5. **AND WHEREAS**

The said Development Agreement, inter alia, provided that the Developer/ Confirming Party herein shall be entitled to sell and transfer the flats/apartments and other saleable spaces forming part of the developer's allocation and the Vendor herein shall be entitled to own and enjoy and sell the flats/apartments and other spaces forming

part of the owners' allocation as detailed in the said Development Agreements.

6. AND WHEREAS

The Vendors herein granted a Power of Attorney in favour of the Developer/ Confirming Party herein for doing various acts and things in contemplation of the said Development Agreements;

7. AND WHEREAS

In terms of the said Development Agreements, the Developer/ Confirming Party herein caused a building plan sanctioned bearing No. 20A/2015-2016 dated 04/09/2015 from the Kharda Municipality for construction of a complex comprised of multi-storied buildings at the said premises.

8. AND WHEREAS

The said Development Agreements entitled the Developer/ Confirming Party herein to sell and transfer the flats/apartments, car parking space and other spaces in the new building complex constructed on the land of the said premises together with undivided share of land and the common right in the common areas and facilities of the said building/premises forming part of the developer's allocation as detailed in the said Development Agreements to the various intending Purchasers.

9. AND WHEREAS

The Purchasers herein approached the Owners and/or Developer/ Confirming Party herein with a proposal to purchase ALL THAT more or less containing two bed rooms one dining, two bathrooms, one kitchen, one balcony on the in the said complex (forming part of the developer's allocation) built and constructed on the said premises accepted the proposal of the Purchasers and the Vendors and the Developer/ Confirming Party agreed to sell to the Purchasers herein the aforesaid flat together with proportionate and impartible share in the land underneath the said building/block whereon the said unit is situated forming part of the said premises along with common rights in the common areas and facilities of the said building/building

complex/premises (hereinafter referred to as '**the Said Unit**').for the consideration and on the terms and conditions hereinafter appearing;

10. AND WHEREAS

Knowing such intention of the Vendors, the Purchasers have agreed with the vendors as per agreement dated only free from all encumbrances , charges, liens, lispensens, scheme or proposal for acquisition or requisition whatsoever.

11. AND WHERAS

The terms of the Development Agreement dated 22.03.2013 conferred upon the Developer being the Confirming Party herein, managed to get the sanction of the Building Plan bearing No. 20A/2015-2016 dated 04/09/2015 from the Khardah Municipality (hereinafter referred to as **the said Plan**) and the said building construction has been completed according to such.

12. AND WHEREAS

The Developer/confirming party herein have agreed to sell the Flat No. side and in the **New Building** fully described in the **Second Schedule** hereunder written together with undivided proportionate share of land comprised in the said Property fully described in the **First Schedule** hereunder written attributable to the Flat together with undivided proportionate share or interest in the common areas and facilities provided thereto fully described in the **Third Schedule** hereunder written which the owner first Party has agreed to confirm and the Purchasers herein has agreed to purchase the same out of the Developer's share free from all encumbrances, attachments, charges, liens, lispensense and all other liabilities henceforth whatsoever at or for the total consideration of

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs. paid by the Purchasers to the Developer/Confirming Party being the full consideration money paid by the Purchasers to the

Developer/Confirming Party as nominated and authorized by the Vendors herein to receive the same on or before the execution of these presents (the receipt whereof the Developer/Confirming Party doth hereby admit and acknowledge as per Memo of Consideration written below and of and from the same and every part thereof hereby acquit, release and forever discharge the Purchasers as well as the Flat No ---
----- on the South West corner side **TOGETHER WITH** undivided proportionate share or interest in land and common areas and facilities hereby conveyed) the Land Owners/Vendors do hereby grant, transfer, convey, assign and assure **ALL THAT** the Flat No. B-3, Block-B on 4th Floor on South West Corner side fully described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the undivided proportionate share of land underneath the building fully described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH** undivided proportionate share or interest in the common areas and facilities thereto fully described in the **THIRD SCHEDULE** hereunder written which the Developer/Confirming Party hereby confirms free from all encumbrances, charges, lien, lispendens, trusts, tenancy, execution/attachment proceedings and/or acquisition/requisition proceedings, scheme or road alignment of Khardah Municipality and/or any other competent authorities empowered in this behalf and all other liabilities henceforth whatsoever **AND** all the estate, right, title, interest, inheritance, use, trust, property, claim and demand whatsoever of both the Land Owners/Vendors and the Developer/Confirming Party into or upon the same or any part thereof **OR HOWSOEVER OTHERWISE** the said Flat as mentioned in the **SECOND SCHEDULE** hereunder written hereby sold or any part or portion thereof now are or is at any time therefore were or was situated, butted and bounded, called, known, numbered, described or distinguished **TOGETHER WITH** all and every manner former and other rights, liberties, privileges, easements provided there under and profits, appendages and appurtenances whatsoever to the said Flat or any part or portion thereof belonging to or in anywise appertaining to or usually, held or enjoyed therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and rents, issues and profits thereof and all the estate, right, title interest, property, claim and demand whatsoever both at law and in equity of both the Land Owners/Vendors and the

Developer/Confirming Party into and upon the said Flat or every part thereof **TO HAVE AND TO HOLD** the said Flat unto and to the use of the Purchasers absolutely and forever to the intent that the Purchasers herein henceforth are the absolute owners of the said Flat morefully described in the second schedule hereunder alongwith other rights in the common areas which is hereby sold absolutely by the Land Owners/Vendors forever free from all encumbrances, attachments, charges and liabilities whatsoever **AND** the Land Owners/Vendors and the Developer/ Confirming Party hereby covenant with the Purchasers that the Purchasers shall and will at all times hereafter peaceably and quietly hold, possess and enjoy the said Flat and every part thereof as full and absolute owner and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Land Owners/Vendors and the Developer/Confirming Party or any person or persons lawfully equitably claiming any right or estate thereof from through under or in trust for them including the right of common user of the common areas and facilities **AND** the Land Owners/Vendors and the Developer/Confirming Party have not been parties to any act things and matters whereby the Land Owners/Vendors and the Developer/Confirming Party are prevented from conveying confirming and/or transferring the said Flat **AND** the Land Owner/Vendor and the Developer/Confirming Party do hereby indemnify and keep the Purchasers indemnified and harmless from and against all losses, demands, damages, costs and expenses which the Purchasers may sustain or incur by reason of any claim being made by anybody whomsoever to the said Flat in respect of any claim arrears of taxes and other dues up to the date of these presents and similarly the Purchasers shall also not in any way interfere with the rights of the Land Owners/Vendors and the Developer/Confirming Party to the other portions of the said building **AND** the Land Owners/Vendors and the Developer/Confirming Party shall and will from time to time and at all times hereafter every reasonable request and cost of the Purchasers or any person or persons lawfully or equitably claiming at any trial hearing, commission, examination or otherwise as occasion shall arise all or any of the deeds, copy of sanctioned plan and other writings for manifesting, defending and providing the previous title of the Land Owners/Vendors and the Developer/Confirming Party to the said Premises/Flat and also at like

request and cost of the Purchasers deliver or cause to be delivered all such attested or other copies of the deeds and writings evidencing title to the said Premises/Flat as may reasonably be required.

I. AND THE LAND OWNER/VENDOR AND THE DEVELOPER/CONFIRMING PARTY DO HEREBY COVENANT WITH THE PURCHASERS as follows:

1. That **NOTWITHSTANDING** any act, deed, matter or thing done, committed or knowingly suffered by the Land Owners/Vendors and the Developer/Confirming Party to the contrary, the Land Owners/Vendors and the Developer/Confirming Party are lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Flat hereby sold, conveyed, transferred and assigned for an estate of inheritance or an indefeasible estate equivalent thereof free from all encumbrances whatsoever and that the Land Owner/Vendor have full power and absolute authority to sell, convey and transfer the said Flat unto the Purchasers in the manner aforesaid according to the true intent and meaning of these presents.
2. That any error in the description of the said Flat and the said building/Premises, if subsequently discovered will not vitiate this sale but will be corrected by the Land Owner/Vendor and the Developer/Confirming Party by executing rectification deed or deeds in favour of the Purchasers at the cost of the Purchasers.
3. It shall be lawful for the Purchasers at all times hereafter peacefully and quietly to enter into, hold, possess, occupy and enjoy the said Flat and receive the rents, issues, and profits, thereof without any hindrance, interruption, disturbance, claim or demand whatsoever by the Land Owners/Vendors and the Developer/Confirming Party or any person or persons claiming any estate, right, title and interest from under through or in trust for the Land Owners/Vendors and the Developer/Confirming Party freely and clearly and absolutely acquired, exonerated and forever discharged or otherwise the Purchasers be well and sufficiently saved and kept harmless and indemnified from and against all estate, title, charges, action, proceeding, encumbrances, claim and

demand whatsoever made, done, executed or occasioned by the Land Owners/Vendors and the Developer/Confirming Party their respective heirs, executors, administrators, legal representatives or any person or persons claiming through under or in trust for them **AND THE LAND OWNER/VENDOR AND THE DEVELOPER/CONFIRMING PARTY** hereby further covenant with the Purchasers that the Land Owners/Vendors and the Developer/Confirming Party shall from time to time and at all times hereafter at all reasonable requests and costs of the Purchasers produce or cause to be produced all documents of title relating to the said Flat which are or hereafter shall or may be in the custody, power or possession of the Land Owner/Vendor and the Developer/Confirming Party or any person or persons from whom the Land Owners/Vendor and the Developer/Confirming Party can procure the same without any action or suit at any trial hearing commission examination or otherwise for the purpose of proving and/or manifesting the title of the Purchasers to the said Flat or any part thereof.

4. The Land Owners/Vendors and the Developer/Confirming Party hereby declare and confirm that the said Flat is free from all encumbrances whatsoever and the Developer/Confirming Party has full power and absolute authority to grant, convey, transfer, assign and assure unto the Purchasers the said Flat together with all benefits and rights in the manner aforesaid.
5. The Land Owners/Vendors and the Developer/Confirming Party have not done and/or shall not do anything whereby the rights of the Purchasers under these presents may be conflicting with the rights of the other Flat owners.
6. The Land Owner/Vendor and the Developer/Confirming Party shall pay all amounts of taxes and dues in respect of the said Flat up to the date of sale, even if any such dues/taxes are demanded by the concerned authority after registration of the said Flat.
7. The Purchasers shall have the right to create mortgage/charge in favour of any Bank or Financial Institution over and in respect of

the said Flat for obtaining house building loan without creating charge/encumbrance over other portions of the building.

8. The Purchasers shall use the roof of the building in common for social celebration, installation of T.V. Antenna, repair of water tank, water connection pipes, without having any right thereon in any form or manner.

II. AND THE PURCHASERS HEREBY COVENANTS WITH THE LAND OWNERS/VENDORS AND THE DEVELOPER/CONFIRMING PARTY as follows:

1. That the Purchasers at his costs shall maintain and repair the inside of the said Flat as referred to above after purchase as and when they think necessary.
2. It is further covenanted that simultaneously with the execution of Deed of Conveyance, the Purchasers will relinquish all right over demarcated with brick built wall on half portion of the roof.
3. The Purchasers shall-
 - a) To co-operate with the other co-purchasers and owner in the management and maintenance of the building.
 - b) To observe the rules framed from time to time by the Owner and upon formation by the Holding organisation or the Association/Society for quite and peaceful enjoyment of the said building as a decent building.
 - c) To allow the Owners with or without workmen to enter into the said Flat and/or roof the purpose of maintenance and repairs.
 - d) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building and/or common parts or areas and wholly for the said Flat and/or to make deposit on account thereof in the manner mentioned hereunder or with the Developer and upon the formation of the Holding Organisation or the Society. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Flat has been taken or not by the Purchasers.
 - e) Not to subdivide the said Flat and any portion thereof.

- f) Not to do any act deed or things or obstruct the construction of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchasers' enjoyment of the said Flat.
- g) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or get accumulated in the said building except in the space of garbage to be provided in the Ground Floor of the said building.
- h) Not to store or bring and allow to be stored and brought in the said Flat any goods of hazardous or combustible nature or which are so heavy as to effect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- i) Not to hang from and attach to the beams or rafter any articles or machinery which are heavy or likely to effect or endanger or damage the structure and style of the building or any part thereof.
- j) Not to do or cause anything to be done in and around the said Flat which may cause or tend to cause or that amount to cause or effect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner interfere with the rights and enjoyment thereof or any open passages or amenities available for common use.
- k) Not to damage or demolish or cause to be damaged or demolished the said Flat or partition walls any part thereof or the fittings, fixtures affixed thereto.
- l) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Flat which in the opinion of the Seller differs from the colour scheme of the building or deviation of which in the opinion of the Seller may effect elevation in respect of the exterior walls of the said building.
- m) Not to make in the said Flat any structural addition and/or alteration such as beams, columns, partition wall etc. or improvement of a permanent nature except with the prior approval in writing of the Owner and/or any concerned authority.
- n) To abide by such building rules and regulations as may be made applicable by the Owner before the formation of Association and

thereafter to comply with and/or adhere to the rules and regulations of such Association.

4. It is agreed that the Purchasers shall be binding by Rules and Bye-laws for maintenance and management of the common areas and facilities and general maintenance of the said building as may be framed by the Association and will arrange for maintenance of the said building and the common areas and facilities.
5. The Purchasers shall pay the proportionate costs and expenses for maintenance upon Bills being raised by the Developer/Confirming Party and the Purchasers shall be responsible for payment of proportionate maintenance charges, as mentioned in the **Fourth Schedule** hereunder written till the formation of the Association in the apartment hereof. The Purchasers agrees to make her own Flat separately assessed by the Competent Authority and pay tax directly to the Municipal Authority in respect of the said Flat.
6. So long the said Flat is not separately assessed, the Purchasers shall reimburse the proportionate Municipal Tax from the date of possession of the said Flat to the Developer/Confirming Party for due payment of the Municipal Taxes of the Premises.
7. From and after the date of receipt of delivery of possession of the said Flat, the Purchasers will not be entitled to claim partition of the land of the said Flat.
8. The Purchasers will use, enjoy and own the electric meter standing in the name of the Purchasers for consumption of the electricity in the said Flat.
9. The Purchasers will maintain at his own costs the said Flat acquired by them in good condition, state and order and shall abide by all laws, bye-laws, rules and regulations of the

Government, the Khardah Municipality and/or any other authorities and local body.

10. The Purchasers will not decorate the exterior portion of the said flat acquired by the Purchasers otherwise than in the manner as near as may be in which the same was previously decorated.
11. From the date of purchase and delivery of possession of the said Flat the Purchasers will pay her proportionate share towards all outgoing taxes imposition or levies in respect of the said Flat of the Purchasers and the proportionate share of monthly maintenance charges and for service and maintenance of the common parts, the common amenities, the common easements etc. mentioned in the **Fourth Schedule** hereto.
12. Until formation of the association amongst the Purchasers and other Co-owners/Purchasers of other Flats of the said building, the Purchasers will permit the Land Owner/Vendor or the Developer/Confirming Party and/or the person or persons for the time being in the management of the said building and its Surveyors and agents with or without workman and others at all reasonable time to enter into and upon the said flat or any part thereof for the purpose of maintaining, rebuilding, cleaning, filing, closing, lighting and keeping in order any good condition all service drains, pipes, water cover, gutters, wires, part structures belonging to or serving or used for the said building and also for the purpose of pulling down, maintaining, repairing and testing drainages, gas and water pipes and electric wires and for similar and/or any other purposes.
13. Save and except in respect of the undivided proportionate impartible share or interest in the land attributable to the said Flat morefully described in the Second Schedule hereunder and hereby sold and save and except the rights in the said flat together with the rights and benefits of the common parts and common easements, quasi-easements, benefits, privileges and advantages, appertaining thereto conveyed or granted by or

under these indenture, the Purchasers will have no claim or right of any nature in respect of other Flats spaces and areas of the said building.

14. The Purchasers will not be entitled to put up any sign-board or advertisement on any part of the said building either in the corridors common, passages, the outer walls and/or the parapet walls thereof but the Purchasers will be entitled to affix or install name plates letter box in the place specified for the said purpose in the said building.
15. The Purchasers and/or any other person occupying the said Flat under the Purchasers shall duly observe and perform all arrangements relating to the protection, management and maintenance of the said building and various portions thereof as may be arranged by the Owners and the Occupiers of the said building.
16. The Purchasers shall have the proportionate right over and in respect of the common areas of the said building and all facilities and utilities in the said Premises as enjoyed by the Land Owners/Vendors or the Developer/Confirming Party or other occupiers of the building.
17. The Land Owner/Vendor and the Developer/Confirming Party hereby **covenant** with the Purchasers that there is no outstanding due in respect of the cost of construction of the said Flat and as such the Developer/Confirming Party hereby accepts and confirms the terms and conditions of Sale hereby made in favour of the Purchasers.

III. THE LAND OWNERS/VENDORS AND THE DEVELOPER/CONFIRMING PARTY HEREBY COVENANT WITH THE PURCHASERS as follows:

1. That the deeds, documents and writings which are now in the custody of the Land Owner/Vendor shall be retained by the Land Owner/Vendor herein and the Land Owner/Vendor hereby covenant with the Purchasers that the said Land Owner/Vendor

will unless prevented by fire, earth-quake or other inevitable accident upon every reasonably request and at costs of the Purchasers produce or cause to be produced the same to the Purchasers or his/her agent or attorney as the Purchasers will direct and shall also at the like request and costs furnish or cause to be made and furnished such true, attested and other copies from the said deeds, documents and writings respectively as and when occasion shall arise and the said deeds, documents and writings shall be in the meantime safe, un-obliterated and un-cancelled and the Land Owner/Vendors shall deliver and handover the said documents and writing to the society or association of flat owners after formation of the same.

2. The Developer/Confirming Party hereby declares and confirms that the said Flat hereby sold is out of the Developer's share and the sale of the said Flat by the Land Owner/Vendor in favour of the Purchasers under these presents is hereby confirmed by the Developer/Confirming Party and since the date of this sale Developer/Confirming Party shall not have any right, title, interest, claim and demand of whatsoever nature in the said Flat.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID PREMISES)

ALL THAT piece and parcel of land measuring about 45.93 decimal i.e. 27 Cottahs 13 Chittacks 15 sq. ft. (out of which in R.S. Dag No.2496=36.56 decimal i.e. 22 Cottahs 2 Chittacks 22 sq. ft. and R.S. Dag No.2497 = 9.37 decimal i.e. 5 Cottahs 10 Chittacks, 38 sq. ft.) i.e. **total area = 27 Cottahs, 13 Chittacks, 15 sq.ft.** be the same a little more or less, with four stoired building in the different block be the same a little more or less lying and situated at Mouza-Khardah, J.L. No.2, Re. Sa. No.18, Touzi No.145, 2998, 1505, in R.S. Dag No.2496 and 2497 now L.R. Dag No.2496/3873 and 3869 under L.R. Khatian No.830 (Presently L.R. Khatian Nos. 6930, 6931, 6932, 6933, 6934 & 6935) respectively under S.R. Barrackpur, within the limit of Khardah Municipality having holding No.118/83 at Bose Para road, Ward No.14, P.O. – B.D. Sopan and P.S.- Khardah, District- North 24 Parganas, Kolkata – 700117, khardah Municipality and butted and bounded by

On the North: 7'-6" wide Municipal Road

On the East : House of Chakraborty Family

On the South : 10' wide Municipal Road

On the West : 12' wide Municipal Road

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID FLAT/UNIT)

ALL THAT Flat/Unit being no..... measuring super built up of about **sq. ft.** more or less on the containing -----
----- **SURYA APARTMENTS,**
of the building complex TOGETHER WITH the undivided proportionate share in the land comprised underneath the said Building/Block where the said Flat is situated attributable thereto TOGETHER WITH the proportionate share or interest in all common parts portions areas and facilities forming part of the said building/building complex/premises plan is annexed herewith delineated and marked by red ink.

THIRD SCHEDULE ABOVE REFERRED TO

(Common Portions and Facilities)

1. The foundation, columns beams and supports.
2. Corridors, lobbies, stairs, stairways, Landings, staircase room excluding the roof of the said stair room.
3. Lift, Lift well, Lift machine & Lift machine room.
4. Entrance lobby.
5. Drains and sewers from the building to the main municipal duct.
6. Water sewerage and drainage connection pipes for the units/flats/apartments to drain and sewers common to new buildings at the Premises.
7. Underground and Overhead water reservoir.

FOURTH SCHEDULE ABOVE REFERRED TO:

1. Maintaining, Repairing, Re-building, Replacement of any portion of Main Building or other common portions, Pump, Electricity, Main Gate, Passages, Staircase, Landing, Lobbies.

2. Decorating, Painting, White Washing of the exterior part of the Building and Main Entrance etc.
3. Cleaning and lighting of common portions including Drain, Water Tank, Water connections, plumbing connection, and septic Tank.
4. Municipal Rates and Taxes, impositions, levies, Ground Rent, electric charges, maintenance of Motor pump.
5. Such other expenses as may be necessary or incidental to the above expenses for the purposes of common enjoyment.

IN WITNESS WHEREOF the **P A R T I E S** hereto have put their respective signatures of the day, month and year first above written.

SIGNED AND DELIVERED by the **OWNERS/VENDORS** above named in the presence of:

1.

2.

SIGNED AND DELIVERED by the **PURCHASERS** above named in the presence of:

1.

2.

SIGNED AND DELIVERED by the **DEVELOPER/CONFIRMING PARTY** above named in the presence of:

1.

2.

Drafted by

Debraj Giri
Advocate
High Court, Calcutta
WB-246/2001

RECEIVED of and from the within named Purchasers the within mentioned sum ofhe full consideration money paid by the Purchasers to the Confirming Party as per Memo written below:

MEMO OF CONSIDERATION

<u>Sl.No.</u>	<u>Date</u>	<u>Cheque/Draft No.</u>	<u>Bank Name</u>	<u>Amount(Rs.)</u>

Rupees

Witnesses:

1.

DEVELOPER/CONFIRMING PARTY

2.