

AGREEMENT FOR SALE

1. **Date :**
2. **Place :** Kolkata
3. **Parties :**
 - 3.1. **OWNERS : ASOK KUMAR BHATTACHARYA,** son of Late Ganesh Chandra Bhattacharya (PAN NO. AVMPB2943H) (MOBILE NO. -----) a citizen of India and at present

residing at No. 47, Dr. B. C. Roy Road, P. O. Dakshin Jagaddal, P. S. Sonarpur, District- 24 Parganas (South), Kolkata - 700 151.

- 3.2. **SUJIT KUMAR SEN** son of Late Kamalapada Sen (PAN NO. ATYPS2420F) (MOBILE NO. -----) a citizen of India and at present residing at No. 88, Raja Subodh Chandra Mallick Road, P. O. Naktala, P. S. Netaji Nagar, Kolkata- 700 047
- 3.3. **SANAT NASKAR** son of Kamal Naskar (PAN NO. ABRPN8179P) (MOBILE NO. -----) a citizen of India and at present residing at Mahamayatala Mandir Road, Mahamayatala, P. O. Garia, P. S. Sonarpur, Kolkata- 700 084.
- 3.4. **RANJAN DHALI** son of Late Benoy Dhali (PAN NO. ADSOD8454G) (MOBILE NO. -----) a citizen of India and at present residing at Binoy Giri Apartment, P. O. Garia, P. S. Sonarpur, Kolkata- 700 084.
- 3.5. **SIB SANKAR MONDAL** son of Late Parbati Charan Mondal, (PAN NO. AEZPM2158L) (MOBILE NO. -----) a citizen of India and at present residing at Bimala Apartment, N. S. C. Bose Road, Mahamayatala, P. O. Garia, P. S. Sonarpur, Kolkata- 700 084.
- 3.6. **SMT. RAMA CHAKRABORTY** wife of Biswaranjan Chakraborty (PAN NO. -----) (MOBILE NO. -----) a citizen of India at present residing at Dr. B. C. Roy Road, P. O. Dakshin Jagaddal, P. S. Sonarpur, District-24, Parganas (South)
- 3.7. **STARLITE INFRACON PVT. LTD.**, (PAN NO. AASCS5496D) (CIN NO. U45400WB2013PTC189703) (MOBILE NO. 7003728002) a company incorporated under the Companies Act, 1956 and having its Registered Office at No. 116/1/1, Mahatma Gandhi Road, Kolkata-700 007, P. S. Jorasanko being

represented by its Principal Officer Ms. Neelam Singh daughter of Bijali Prasad Singh (PAN NO. -----) (MOBILE NO. -----) working for gain at or from the aforesaid address, duly empowered and authorised on that behalf.

(Collectively Owners and include their respective heirs, successors, legal representatives, successor-in-interest in office and/or assigns as the case may be) (being represented by their constituted Attorney Mudit Poddar duly empowered and authorised on that behalf).

3.8. **DEVELOPER : STARLITE INFRACON PVT. LTD.**, (PAN NO. AASCS5496D) (CIN NO. U45400WB2013PTC189703) (MOBILE NO. 9831041000) a company incorporated under the Companies Act, 1956 and having its Registered Office at No. 116/1/1, Mahatma Gandhi Road, Kolkata-700 007, P. S. Jorasanko being represented by its Ms. Neelam Singh daughter of Bijali Prasad Singh (PAN NO. -----) (MOBILE NO. -----) working for gain at or from the aforesaid address, duly empowered and authorised on that behalf.

3.9. **ASSOCIATE DEVELOPER : PANCHMUKHI PROMOTERS PVT. LTD.** (PAN NO.AADCP9837E) (CIN NO. U10101WB2006PTC11107) (MOBILE NO. -----) a company incorporated under the Companies Act, 1956 and having its registered office at New Town Square, Suite No. 6,C2, 6th Floor, Spencer Building, Chinnar Park, Rajarhat, Kolkata – 700 136, P. S. Rajarhat being represented by its Director Mr. Sandeep Shah (PAN NO. APRPS6509J) (MOBILE NO. -----) son of Santosh Shah, working for gain and/or carrying on business at or from the aforesaid address and duly empowered and authorised on that behalf.

(Developer and Associate Developer includes their respective successors-in-interest in office and/or assigns and collectively referred to as "Parties").

3.10. **PURCHASER** : -----, son of -----
 - by faith -----, a citizen of India, and residing at
 No. -----, P. S. -----, (PAN
 NO. -----) (MOBILE NO. -----).

(Purchaser include his/her/their/its heirs, executors, successors,
 legal representatives, successor-in-interest and assigns).

(Owners, Developer, Associate Developer and Purchaser
 hereinafter individually referred to as such and collectively as
 parties.)

**NOW THIS AGREEMENT WITNESSETH AND IT IS
 MUTUALLY AGREED AND DECLARED BY AND BETWEEN
 THE PARTIES AS FOLLOWS:**

4. **SUBJECT MATTER :**

4.1. **Said Flat: ALL THAT** residential Flat/Unit No. ----- on the ---
 floor of Block/Building No. --- of **DNP HEIGHTS** containing by
 carpet area of ----- sq. ft. equivalent to built up area of
 ----- sq. ft. corresponding to a super built up area of
 ----- sq. ft. be the same a little more or less more fully and
 particularly described and mentioned in the **PART-I** of the
THIRD SCHEDULE and hereunder referred as **THE SAID FLAT
 TOGETHER WITH** the (open/covered) car parking space being
 No. -----earmarked for the said Flat/Unit and situate in the
 ground floor of the said premises more fully and particularly
 described and mentioned in the **PART-II** of the **THIRD
 SCHEDULE** hereunder written and hereunder referred as **THE
 SAID PARKING SPACE** and delineated and shown in the map
 or plan annexed hereto and enclosed thereon in Red Border line
 forming part of the Project named **DNP HEIGHTS** (Said
 Complex) which is constructed on a plot of land situate in
 Mouza-Jagatdal and comprised of holding No. 11, Dr. B. C. Roy
 Road, Ward No. 25, under Rajpur Sonarpur Municipality, P. S.
 Dakshin Jagatdal, P. S. & ADSR Sonarpur, District-24 Parganas

(South) and comprised of RS Dag No. 3105 corresponding to LR Dag No. 3143 appertaining to LR Khatian No. 1315/1 containing an area of 13 Satak more or less and part of RS Dag No. 3106 corresponding to LR Dag No. 3143 appertaining to LR Khatian No. 411 containing an area of 24.4 Satak out 77 Satak and containing an area of 15 Cottahs comprised in RS Dag No. 3186 corresponding to LR Dag No. 3220 appertaining to LR Khatian No. 1642 containing an area of 15 cottahs more or less and land comprised in RS Dag No. 3103 appertaining to RS Khatian No. 666 and 684/2 measuring 5 cottahs 14 chittacks and 1 sq. ft. out of 26 Satak and forming part of RS Dag No. 3168 appertaining to RS Khatian No. 468 measuring 3 cottahs 12 chittacks aggregating to 47 Cottahs 13 chittacks and 32 sq. ft. more or less and more fully and particularly described and mentioned in the **SECOND SCHEDULE** hereunder written and hereunder referred to as (**THE SAID PREMISES**).

- 4.2. **Land Share** : Undivided, impartible, proportionate and variable share in the land contained in the Said Premises, as be attributable and appurtenant to the Said Flat (**Land Share**). The Land Share has been derived by taking into consideration the proportion which the super built up area of the Said Flat bears to the total super built up area of the Said Complex.
- 4.3. **Parking Space** : The right to park 1 (one) car in the covered/ open space on the ground floor in the Said Complex, described in Part-II of the Second Schedule below (Parking Space).
- 4.4. **Share In Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Premises as be attributable and appurtenant to the Said Flat (**Share In Building Common Portions**), being described in the **FOURTH SCHEDULE** hereunder mentioned and such common areas, amenities and facilities (collectively **Building Common Portions**). The Share In Building Common Portions and the Share In Complex Common Portions (collectively **Share In**

Common Portions) and the Building Common Portions and the Complex Common Portions, described in the **FOURTH SCHEDULE** hereunder (collectively **Common Portions**).

5. **BACKGROUND :**

- 5.1. **Absolute Ownership:** The Owners have represented to the Purchaser that by virtue of the happening of the events and in the circumstances more particularly mentioned and described in the **FIRST SCHEDULE** hereunder written (**Devolution of Title**) the Owners have become the full and absolute Joint Owners of the Said Premises free from all encumbrances and had been in uninterrupted peaceful possession thereof immediately preceding the execution of the development agreement.
- 5.2. **Development Agreement:** For the purpose of developing and commercially exploiting the Said Premises by construction a complex of building or blocks of buildings thereon comprising of self contained residential flats, apartments, (**Collectively Flats/Units**) the Owners entrusted the work of construction and development of the Said Premises to the Developer and Associate Developer on the terms, conditions recorded in writing in several deeds dated 20th March, 2017 and 26th April, 2017 (**Development Agreements**) and the documents in writing dated 27th April, 2018 (**Supplementary Development Agreement**). In terms of the Supplementary Agreement read with the Development agreements the Associate Developer with the concurrence and cooperation of the Developer exclusively become entitled to erect and construct building or buildings comprising of Flats or Apartments or Units at its own costs and expenses subject to obtaining building plan duly sanctioned from the appropriate Municipal authorities in the names of the Owners and has further become entitled jointly with the Developer to sell, transfer, encumber or otherwise alienate and dispose of the Flats, Units, Showrooms, office spaces, parking spaces and other saleable areas in the said building or buildings of the Said Premises in respect of the Developer's and Associate Developer's

allocation comprising of -----% of the total built up area and to appropriate the entire consideration thereof save the Owners' allocation specified in the Development Agreement.

- 5.3. **Sanction Plan:** The Developer has got a building plan being Building Permit No. -----, dated ----- sanctioned by Rajpur Sonarpur Municipality subsequently revised building plan being Building Permit No. ---- dated ----- being sanctioned by Rajpur Sonarpur Municipality for construction of the building or buildings in the Said Project (**Include all sanctioned/permissible/Vertical/Horizontal/Extensions and modifications made thereto from time to time**).
- 5.4. **Announcement of Sale :** The Developer and Associate Developer (acting on behalf of themselves and the Owners) has formulated a scheme and announced sale of Flats to prospective Purchasers (**Transferees**).
- 5.5. **Application and Allotment to Purchaser:** The Purchaser, intending to be Transferees, upon full satisfaction of the Owners' title and the Developer's and the Associate Developer's authority to sell, applied for purchase of the Said Flat and Appurtenances and the Developer and the Associate Developer has allotted the same to the Purchaser, who in due course entered into an agreement dated ----- (**Said Agreement**) for purchase of the Said Flat And Appurtenances, on the terms and conditions contained therein.
- 5.6. **Construction of the Buildings in or upon the Said Premises:** The Associate Developer shall take all steps for construction and completion of the buildings in or upon the Said Premises in all respect at its own costs and expenses.
- 5.7. **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Purchaser confirms that the Purchaser has accepted and agreed that the

following are and shall be the conditions precedent to this Agreement.

5.8.1 **Understanding of Scheme by Purchaser:** The undertaking and covenant of the Purchaser that the Purchaser has understood and accepted the under mentioned scheme of development as contained in the Development Agreement and the Supplementary Agreement.

- a) **Development of the Project in or upon the Said Premises:** The Associate Developer with the cooperation of the Developer intends to develop the entirety of the Said Premises in due course and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto on any account whatsoever.
- b) **Extent of Rights:** The rights of the Purchaser is limited to ownership of (1) the Said Flat (2) the Land Share (3) the right to park in the Parking Space and (4) the Share In Common Portions and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim of ownership contrary to the above.
- c) **Common Portions Subject to**
- d) **Change:** The Common Portions within the Said Complex shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the Said Premises/Said Complex and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any objection or hindrance thereto.

5.8.2 **Satisfaction of Purchaser :** The undertaking of the Purchaser to the Owners and the Developer and the Associate Developer that the Purchaser is acquainted with, fully aware of and is thoroughly satisfied about the title to the Owners, right and

entitlement of the Developer in the Said Premises/Said Complex, the Sanctioned Plans, all corresponding papers and/or permissions, the right of the Owners and the Developer to execute into this agreement, the scheme of development described above and the extent of the rights being granted in favour of the Purchaser and the negative covenants mentioned above and the Purchaser hereby accepts the same and shall not raise any objection with regard thereto on any account whatsoever.

- 5.8.3 **Rights Confined to the Said Flat and Appurtenances :** The undertaking of the Purchaser to the Owners and the Developer and/or the Associate Developer that the right, title and interest of the Purchaser is confined only to the Said Flat And Appurtenances and the Developer is entitled to deal with and dispose of all other portions of the Said Premises, the Said Building and the Said Complex to third parties at their sole discretion, which the Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.
- 5.8.4 **Extension/Addition :** The undertaking of the Purchaser to the Developer and/or the Associate Developer that notwithstanding anything contained in this Agreement, the Purchaser has no objection and shall under no circumstances has any objection to the Developer (i) extending, modifying and realigning the extent, area, layout and location of the Said Building/Said Premises/Said Complex including the Common Portions (2) modifying the Sanctioned Plans, as may be necessary in this regard (3) granting to third parties all forms of unfettered and perpetual proportionate right of ownership and use over the Common Portions. It is clearly understood by the Purchaser that the Purchaser shall not have any right to erect any wall/boundary wall in the Said Premises and/or the Said Complex.
- 5.8.5 **Undertaking of the Purchaser :** The Purchaser further undertakes that in consideration of the Owners and the

Developer and the Associate Developer conveying the Said Flat And Appurtenances to the Purchaser, the Purchaser has accepted the above conditions and have granted and shall be deemed to have granted to the Owners, the Developer and the Associate Developer and all successors-in-interest, unfettered and perpetual easements over, under and above all Common Portions including roads, passages and all open spaces comprised in the Said Premises/Said Complex.

6. **Transfer :**

- 6.1. **Said Flat : ALL THAT** residential Flat/Unit No. ----- on the --- floor of Block/Building No. --- of **DNP HEIGHTS** containing by carpet area of ----- sq. ft. equivalent to built up area of ----- sq. ft. corresponding to a super built up area of ----- sq. ft. be the same a little more or less more fully and particularly described and mentioned in the **PART-I** of the **THIRD SCHEDULE** hereunder written **THE SAID FLAT TOGETHER WITH** the (open/covered) car parking space being No. ----- earmarked for the said Flat/Unit and situate in the ground floor of the said premises more fully and particularly described and mentioned in the **PART-II** of the **THIRD SCHEDULE** hereunder written **THE SAID PARKING SPACE** and delineated and shown in the map or plan annexed hereto and enclosed thereon in Red Border line forming part of the Project named **DNP HEIGHTS** (Said Complex) which is constructed on a plot of land situate in Mouza-Jagatdal and comprised of holding No. 11, Dr. B. C. Roy Road, Ward No. 25, under Rajpur Sonarpur Municipality, P. S. Dakshin Jagatdal, P. S. & ADSR Sonarpur, District-24 Parganas (South) and comprised of RS Dag No. 3105 corresponding to LR Dag No. 3143 appertaining to LR Khatian No. 1315/1 containing an area of 13 Satak more or less and part of RS Dag No. 3106 corresponding to LR Dag No. 3143 appertaining to LR Khatian No. 411 containing an area of 24.4 Satak out 77 Satak and containing an area of 15 Cottahs comprised in RS Dag No. 3186 corresponding to LR Dag No. 3220 appertaining to LR Khatian No. 1642 and land measuring 5

Cottahs 14 chittacks 1 sq. ft. comprised in RS Dag No. 3103 appertaining to RS Khatian No. 666 and 684/2 out of 26 Satak and land measuring 3 Cottahs 12 chittacks forming part of RS Dag No. 3168 appertaining to RS Khatian No. 468 aggregating to 47 Cottahs 13 chittacks and 32 sq. ft. more or less more fully and particularly described and mentioned in the **SECOND SCHEDULE** hereunder written (**THE SAID PREMISES**).

6.1.1 **Land Share** : The Land Share, being undivided, impartible, proportionate and variable share in the land contained in the Said Premises, as be attributable and appurtenant to the Said Flat.

6.1.2 **Parking Space** : The Parking Space being the right to park 1(one) car, in the covered/open space on the ground floor in the Said Complex more fully and particularly described and mentioned in the **PART-II** of the **THIRD SCHEDULE** hereunder written.

6.1.3 **Share In Common Portions** : The Share In Common Portions, being the undivided, impartible, proportionate and variable share and/or interest in the Common Portions, as be attributable and appurtenant to the Said Flat, the Common Portions being described in the **FOURTH SCHEDULE** hereunder written.

7 **Consideration and Payment :**

7.1 **Consideration** : The aforesaid transfer of the Said Flat And Appurtenances shall be made by the parties in consideration of a sum of Rs. -----(Rupees-----only) paid by the Purchaser to the Owners and the Developer and/or the Associate Developer as the case may be, receipt of which the Owners and the Developer and/or the Associate Developer hereby and by the Receipt of Consideration below, admit and acknowledge.

7.2 **Terms of Payment :**

a) Applicable for G+12

- | | |
|--|-----------------|
| i) On Booking | :Rs. 1,00,000/- |
| ii) On Allotment (Less Application Money) | :20% |
| iii) On completion of Pilling of the said building | : 10% |
| iv) On completion of Ground Floor Casting of the said building | : 10% |
| v) On completion of the 1 st floor casting of building | : 10% |
| vi) On completion of the 3 rd floor casting of building | : 5% |
| vii) On completion of the 5 th floor casting of building | : 5% |
| viii) On completion of the 7 th floor casting of building | : 5% |
| ix) On completion of the 9 th floor casting of building | : 5% |
| x) On completion of the 11 th floor casting of building | : 5% |
| xi) On completion of the 12 th floor casting of building | : 5% |
| xii) On completion of brick work of the said Unit | : 5% |
| xiii) On completion of Internal Plaster of the said Unit | : 5% |
| xiv) On Completion of the said Unit | : 5% |
| xv) On possession of the said Unit | : 5% |

(along with every installment payments, a sum equivalent to 12% shall be paid on account of GST)

b) Applicable for G+4

- | | | |
|-------|--|-----------------|
| i) | On Booking | :Rs. 1,00,000/- |
| ii) | On Allotment (Less Application Money) | :20% |
| iii) | On completion of Pilling of the said building | : 10% |
| iv) | On completion of Ground Floor Casting of the said building | : 10% |
| v) | On completion of the 1 st floor casting of building | : 10% |
| vi) | On completion of the 2 nd floor casting of building | : 10% |
| vii) | On completion of the 3 rd floor casting of building | : 10% |
| viii) | On completion of the 4 th floor casting of building | : 10% |
| ix) | On completion of brick work of the said Unit | : 5% |
| x) | On completion of Internal Plaster of the said Unit | : 5% |
| xi) | On Completion of the said Unit | : 5% |
| xii) | On possession of the said Unit | : 5% |

(along with every installment payments, a sum equivalent to 12% shall be paid on account of GST)

7.3 Time for payment shall always be treated to be the essence of this contract.

7.4 In addition to the consideration mentioned herein above the Purchaser shall pay to the Developer and/or the Associate Developer on or immediately after taking over possession of the said Flat/Unit, the following :-

- | | |
|----|---|
| i) | Expenses, charges and security deposits required to be made for obtaining electricity connection to the said Flat, proportionate charges for expenses and deposits to be made in providing LT/HT Line, service line, service meter, |
|----|---|

transformer, cable etc. to the said premises and other connected costs and charges on account thereof;

- ii) Any other statutory duties charged by the statutory or Municipal Authorities in respect of the said premises or in respect of the said Flat.
- iii) Increased cost due to any variation or extra-works done at the instance of the Purchaser beyond the specification and except those which are mentioned in the **TENTH SCHEDULE** hereunder written.
- iv) Towards the common expenses, outgoings and maintenance charges a sum equivalent to Rs. 2/- per sq. ft. per month for twelve months as and by way of deposit.
- v) Legal fees of Rs. 24,000/- for preparation of the agreement in pursuance of the contract hereof including execution and registration of the Deed of Conveyance.
- vi) The purchaser shall be liable for payment of GST 12% together with discount @ -----% or at such rate or rates may be provided by the statute and/or the rules framed thereunder from time to time without any deduction and/or abatement. All such payments has to be made simultaneously with the payment of the installments specified in the preceding clauses.
- vii) The purchaser shall also pay and bear the proportionate costs for purchase and installation of generator and any other capital expenses.
- viii) In addition to the consideration and other charges and expenses mentioned above the Purchaser shall also pay to the Developer the proportionate costs, expenses, deposits and charges as hereunder provided.
- ix) Reserve/Sinking fund on account of emergency common expenses Together With applicable G.S.T. as per clause 4 above.

- x) The amount of security deposit and other cost payable to WBSEDCL in providing direct electricity meter in respect of the said Flat or Unit and also the proportionate share of the amount of security deposit and other costs and expenses incurred in obtaining supply of electricity to the said project from WBSEDCL including proportionate charges on account of electricity meters, transformer, electrical sub-station if any, including maintenance running and operating such installations.
- xi) Proportionate costs, charges and expenses on account of installation of power generator set or sets and separate connection in obtaining alternative source of electricity through the said power generator set and all other charges ancillary and incidental thereto.
- xii) Proportionate share of the betterment fees, development charges and other levies, taxes, duties and statutory impositions that is likely to be charged on the premises or the said Flat or Unit or on its transfer or construction in proportion to the area of the Flat or Unit acquired by the Purchaser.
- xiii) Cost of regularization and civil construction for alteration and changes in the layout of the said Flat or Unit from the original sanction plan if and when carried out by the Developer at the instance of the Purchaser.
- xiv) All amounts mentioned hereinabove shall be paid by the Purchaser immediately preceding delivery of possession within seven days from the date of demand made by the Developer and/or the Associate Developer in the said account and in the event any such liability on account of payment in the aforesaid heads the payment shall be made according to the particulars specified in the **EIGHTH SCHEDULE** hereunder written.

7.5 **IT IS EXPRESSLY UNDERSTOOD** that the payment of deposit to be made by the Purchaser herein shall not carry any interest.

7.6 The Purchaser shall pay within seven days from the date of receipt of notice of demand for payment of any installment and/or deposit.

7.7 In the event of any default on the part of the Purchaser in making payment of the consideration amount or any part thereof or any other amount the Purchaser shall be liable to pay interest at the rate of 01% per month **PROVIDED HOWEVER** if such default shall continue for a period of three months from the date of any installment or amount becoming due and not paid by the Purchaser then in that event and without prejudice to other rights the Developer shall be entitled to rescind or cancel this agreement and in the event after all the amounts paid by the Purchaser to the Developer 10% of the total consideration amount shall be forfeited and if advance paid is less than 10% of consideration amount then total advance amount shall be forfeited. This refund money shall however be paid by the Developer to the Purchaser only after the said Flat has been re-booked to a new buyer and sufficient amount received.

8 **Terms of Transfer :**

8.1 The said flat or unit shall be completed on or before **31/12/2022**- from the date of commencement of the work subject to Force Majeure with a grace period of twelve months from the date thereof unless prevented by circumstances beyond the control of the Owner/Developer and/or the Associate Developer (hereinafter referred to as the "COMPLETION DATE") and possession shall be handed over to the Purchaser within the completion date upon execution of the relative Deed of Conveyance immediately thereafter by the Owner/Developer/ Associate Developer in favour of the Purchaser or as and when called for by the Purchaser. It is made clear that the Purchaser shall be solely liable for payment of any loss and damage that the Owner/Vendor may sustain or suffer by reason of failure on the part of the Purchaser in getting the said Deed of Conveyance executed and registered within the time if any fixed for such purpose by the relevant laws of the land prevailing or may be introduced hereinafter. However, if the Owner/Developer/ Associate Developer fails to deliver the said unit/flat on the completion date, the Purchaser would be entitled to a compensation @ -----% per month on the amount of consideration already paid by the Purchaser.

8.2 The Associate Developer will complete the new building and/or buildings including the said unit or flat as a decent and

respectable unit for residential accommodation with standard materials within the stipulated period specified above subject to the situation beyond the control of the Developer and the Developer shall also complete and install the common areas and facilities mentioned in the Fourth Schedule within the said stipulated period or as soon as possible thereafter.

- 8.3 **Title, Sanctioned Plans and Construction** : The Purchaser has examined or caused to be examined the following and the Purchaser is fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so :
- (a) The right, title, interest and authority of the Owners and the Developer and/or the Associate Developer in respect of the Said Premises, the Said Building and the Said Flat And Appurtenances.
 - (b) The Sanctioned Plans sanctioned by the concerned municipality.
 - (c) The construction and completion of the Said Building, the Common Portions, the Said Flat and the Parking Space including the quality, specifications, materials, workmanship and structural stability thereof.
- 8.4 **Measurement** : The Purchaser has measured the area of the Said Flat and are satisfied regarding the same and agree and covenant not to ask for any details or question the computation of area or make any claims in respect thereof.
- 8.5 **Salient Terms** : The intended transfer of the Said Flat And Appurtenances being made by this Agreement is :
- 8.5.1 **Sale** : A sale within the meaning of the Transfer of Property Act, 1882.
 - 8.5.2 **Absolute** : Absolute, irreversible and in perpetuity.
 - 8.5.3 **Free from Encumbrances** : Free from all encumbrances of any and every nature whatsoever including but not limited to lispensens, attachments, liens, charges, mortgages, trusts,

debutters, reversionary rights, residuary rights, claims and statutory prohibitions.

8.5.4 **Benefit of Common Portions** : Subject to the terms and conditions of this conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **THIRD SCHEDULE** hereunder written, in common with the other co-owners of the Said Building, including the Owners and the Developer (if the Owners and/or the Developer retain any Flat in the Said Building).

8.6 **Subject to** : the transfer of the Said Flat And the Rights Appurtenances thereto is intended to be effected and implemented as per the terms contained in this agreement subject to fulfilment of the respective obligations of the parties as hereunder :

8.6.1 **Payment of Rates & Taxes** : The Purchaser shall on and from the completion of the transaction by execution and registration of the relative deed of conveyance and/or from the date of delivery of possession whichever is earlier be unequivocally liable for payment of costs, expenses, deposits and charges to the concerned municipality of municipal rates, taxes, land revenue, sur-charges, levies, cess (collectively rates and taxes) as may be assessed for the Said Flat and the Rights Appurtenance thereto.

The Purchaser shall also be liable for all taxes and statutory duties on account of GST, TDS and/or any other duties and/or impositions that may be made applicable on account of the consideration paid or payable in respect of the Flat or Unit intended to be acquired and purchased.

8.6.2 **Payment of Maintenance Charge** : The Purchaser regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Portions and the Specified Facilities, indicatively described in the **FIFTH SCHEDULE** hereunder written (collectively **Common Expenses/Maintenance Charge/including deposit and additional payments**).

8.6.3 **Stipulations** : Observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively

Stipulations), described in the **NINTH SCHEDULE** hereunder written.

8.6.4 **Observance of Covenants** : The Purchaser observing, performing and accepting the stipulations regulations and covenants shall be entitled to hold, possess and enjoy the Said Flat and the Appurtenances without any obstruction or restrictions.

8.6.5 **Indemnification by the Purchaser** : Indemnification by the Purchaser about the Purchaser in faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchaser hereunder as well as under the Said Agreement. The Purchaser agrees to keep indemnified the Owners and the Developer and/or the Associate Developer, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owners and the Developer and/or the Associate Developer by reason of any default of the Purchaser.

9. **Possession** :

9.1 **Delivery of Possession** : The Developer and/or the Associate Developer shall deliver vacant possession of the said flat to the purchasers free from any encumbrances upon payment of the entire balance consideration amount and other charges and the deposits.

10. **Outgoings** :

10.1 **Payment of Outgoings** : All municipal taxes on the Said Flat And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Flat And Appurtenances to the Purchaser (**Date of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Developer and all liabilities, outgoings, charges, taxes and levies relating to the Said Flat and Appurtenances from the Date of Possession shall be borne, paid and discharged by the Purchaser.

11. **Holding Possession** :

11.1 **Purchaser Entitled** : The Owners, the Developer and/or the Associate Developer hereby covenant that the Purchaser shall and may, from time to time, and at all times hereafter,

peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Developer.

12. **Further Acts :**

12.1 **Owners, Developer and the Associate Developer to do :**

The Owners and the Developer and/or the Associate Developer hereby covenant that the Owners and the Developer and the Associate Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or successors-in-interest of the Purchaser, do and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Purchaser to the Said Flat And Appurtenances.

12.2 The Owner and/or Developer and/or the Associate Developer shall not in any manner deal with encumber and/or enter into any other agreement for sale or transfer in respect of the said flat and the rights appurtenant thereto during the subsistence of this agreement under any circumstance.

12.3 Upon full payment of the consideration amount agreed to be paid by the purchaser to the Developer/Associate developer they shall cause the owners to execute the necessary Deed of Conveyance of the said flat or unit including the undivided proportionate share of land comprised in the said premises unto and in favour of the purchaser and/or his nominee or nominees.

13. **Further Construction :**

13.1 **Roof Rights :** A demarcated portion of the top roof of the Said Building shall remain common to all residents of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the

Common Roof and the balance of the top roof of the Said Building shall belong to the Developer with right of exclusive transfer and the Purchaser specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof and the Purchaser specifically agrees not to do any act, which prevents or hinders such constructions. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Said Building.

14. Purchaser's covenant :

- 14.1 Not to do any act, deed and thing concerning or relating to the Said Flat and the Rights Appurtenance thereto including the Said Premises more fully and particularly mentioned hereunder.
- 14.2 Not to claim any right of possession until full payment of all monies herein agreed to be have been made.
- 14.3 To regularly and punctually make payment of the amounts payable by the Purchaser under this Agreement and not commit any breach or default thereof.
- 14.4 The Stamp duty and registration charges and other incidental expenses and charges for registration of Conveyance Deed shall be borne and paid by the Purchaser. The Purchaser shall make payments of all the amounts due on or before taking possession of the said Flat.
- 14.5 The Purchaser shall not let out, sublet, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of the said flat nor assign, underlet or part with his interest under or the benefits of this Agreement or any part thereof till all his dues of whatsoever nature owing to the Developer are fully paid up and/or till he has not obtained previous consent in writing of the Developer.
- 14.6 The Purchaser shall always on and from the date of possession pay and discharge all tax and other statutory liabilities and obligations and hereby agrees to indemnify and keep the

Developer indemnified against all demands claims suits action proceedings costs charges and expenses in respect thereof.

- 14.7 After completion of construction in all respect and upon delivery of possession of respective flats or units to the Purchaser/s the Developer shall appoint any maintenance or facility management company or body as the Contractor for carrying out the management and maintenance of building complex including common areas and also for rendition of common services to all the Owners and/or occupiers thereof and also in dealing with the matters of common interest for operation and maintenance of common services and facilities.

Until such time such maintenance/facility contractor is appointed the Developer shall look after and carry out all such activities in providing common services and facilities subject to regular and punctual payment of necessary surcharges as may be determined by the Developer on that behalf. The Purchaser/s hereby authorize the Developer not only to carry out such maintenance and common services and to appoint the management and facility management company or body but also to determine the proportionate share of such outgoings payable by the Purchaser/s and the Purchaser/s further agree and undertake not to raise any dispute or challenge such decision of the Developer on any account whatsoever.

- 14.8 The Purchaser hereby agrees to pay to the Developer in advance regularly and every month within seven days from the date of the bills his proportionate share of outgoing as shall be decided, determined and apportioned by the Developer.

- 14.9 The Developer shall in consultation with the Owners of the different flats or units shall form or caused to be formed a holding organization of the Owners for common purposes and common interest and also to ensure punctual and regular payment of all outgoings to the Developer and/or to the maintenance/facility management company or body appointed by the Developer for such purpose so that there is no hindrance arising out of any obstruction and/or paucity of funds in discharging regular and satisfactory services towards common facility and management.

- 14.10 And that the Purchaser doth hereby agree and covenant as follows :
- a) The said car parking spaces shall be used only for the purpose of parking of cars or any vehicles and not otherwise.
 - b) The Purchaser shall not permit anybody to reside in the said car parking spaces or use the same for any other purposes other than parking of cars.
 - c) The Purchaser shall not be entitled cover up and/or make any construction on the said car parking space.
 - d) The purchaser shall not park nor shall permit anybody to park the cars in the said parking spaces in a manner, which may obstruct the movement of other cars.
 - e) Not to store nor permit anybody to store any articles or things into or upon the said car parking space.
 - f) To abide by the rules and regulations as may be made applicable for the use of the said car parking spaces from time to time.
- 14.11 The purchaser shall use and allow the use of the said flat agreed to be acquired by him/her/it for the purpose of residence only and for no other purpose whatsoever or howsoever except with the previous written permission of the Developer to be had and obtained in the first instance **PROVIDED HOWEVER** these restrictions on the purchasers shall not prevent or restrict the right of the Developer to use or allow the use of the various other flats and/or portions of the said building or premises for any other purpose. In the event the other flats and/or portions of the said building and/or premises are used for any other purpose then in such event the purchaser shall also have the right to use of the flat for any lawful non residential purposes subject to complying with all necessary and requisite formalities on that behalf.
- 14.12 Not to claim any right whatsoever or howsoever in respect of any other portion of the said premises or building excepting the inner periphery of the said flat.
- 14.13 Not to make or permit the making of any structural additions, alterations, modifications of a permanent nature without the prior written approval of the Developer.

- 14.14 Not to decorate the exterior of the said flat and/or said building other than in the manner agreed by the Developer in writing or the manner as near as may be in which the same was previously decorated.
- 14.15 Not to affix, paste or in any way put any sign board poster or neon sign at or upon the said space or its outer walls/periphery window or any other place in the said building or premises except such as may have previously been approved in writing by the Developer.
- 14.16 Not to store or keep stored or allow to be stored any articles things materials and goods outside the said flat or in the landings lobbies and other common portions of the said building or premises.
- 14.17 Not to keep or store in the said flat any hazardous combustible offensive smelling or heavy goods or articles which are likely to endanger the said building or affect its load-bearing limits and/or its insurance policy.
- 14.18 Not to throw or accumulate any dirt rubbish rags or other refuses or permit the same to be accumulated in the said flat or building or premises or in any portion thereof.
- 14.19 Not to use or allow the said premises/building/flat or any portion thereof for any purpose and/or in any manner which may or is likely to cause nuisance or annoyance to the peaceful occupation and/or use of the other occupiers/owners of the said premises or building or to the owners or occupiers of neighbouring properties or for any illegal immoral obscene or objectionable purposes.
- 14.20 The purchaser shall not be entitled to open any additional outlet door or window or affix any other apparatus protruding outside the interior walls of the said flat or any portion of the said building or close any existing outlet door or window.
- 14.21 The purchaser hereby covenant to keep the said flat and the partition walls sewers drains pipes and other fittings fixtures and appurtenances thereto belonging, in good working condition at his own costs and in particular, so as to support shelter and protect the other parts of the said building and also the rights

and interest of the purchasers of other flats of the said premises and the said building.

- 14.22 The purchaser hereby further covenants with the owners and the developer and through it with the purchaser of other flats and portions of the said building that he shall not demolish or cause to be demolished any structure in the said building or any part or portion of the same nor will he at any time make or cause to be made any new construction of whatsoever nature in the said flat or the building or any part thereof nor will make any additions or alterations in or to the said flat or change the colour scheme or elevation of the said building and verandahs windows projections fens tractions and other portions of the said building without the previous consent in writing of the Developer and thereafter the Association when formed.
- 14.23 The Developer shall in respect of any amount liable to be paid by the purchaser to the Developer, under or by virtue of this Agreement have a first lien or charge on the said undivided share or interest in the land and/or the said flat.
- 14.24 The Developer shall always be entitled to make additional and further constructions structures building in or upon the said building and the said premises not specifically transferred to the purchaser and/or the said Association and no further consent of the purchaser and the Association shall be required. Such further or additional constructions will be the sole property of the Developer who shall be entitled to use deal with or dispose of the same in any manner or way it chooses and the purchaser hereby consents to the same and agrees not to object or cause any obstruction to the Developer making the aforesaid construction.
- 14.25 Before obtaining possession the Purchaser shall not deal with dispose of assign transfer encumber or alienate the said flat or unit or any other rights including car parking spaces **PROVIDED THAT** the purchaser may do so in the event he had paid the entirety of the balance consideration and the other payments and deposits hereunder reserved and has not in any manner defaulted in observing performing and/or fulfilling his obligations covenants as are herein contained. This will however not in any way prejudice and/or affect the right of the purchasers to apply for and obtain financial accommodation and/or home loan

facilities from any bank or other financial institution on the usual terms as are presently prevailing for such purpose.

- 14.26 Upon full payment of the consideration amount agreed to be paid by the purchaser to the Developer, the Developer shall cause the owners to execute the Deed of Conveyance in respect of the said undivided share unto and in favour of the purchaser.
- 14.27 The Deed of Conveyance or transfer shall be in such form and shall contain all the terms and stipulations herein contained and the usual exceptions conditions and restrictions as shall be drafted and prepared by the Solicitor appointed by the Developer and the purchaser hereby agree to accept the same without raising any objection thereto.
- 14.28 On completion of the said complex known as "**DNP HEIGHTS**" and on possession being handed over the Purchaser along with other Owners of Units or Flats of the said complex unequivocally agrees and covenants to accept any company or body of maintenance as appointed and nominated by the Developer and further agree to pay and discharge regularly and punctually the maintenance and other charges at such rate and in such manner as may be determined by the Developer at its sole discretion. In addition thereto the Purchaser along with the other Owners of the flats or units further agree and covenant to pay the proportionate share of municipal rates and taxes unto the Developer until the Purchaser does not get his name mutated in the records of Rajpur Sonarpur Municipality. It is further agreed by the Purchaser that until the appointment of the maintenance/facility management company and/or body facility management including the common services shall be continued to be provided by the Developer subject to payment of the necessary charges by the Purchaser along with other Owners of flats or units regularly and punctually at the rate determined by the Developer without any objection or demur.

It is further confirmed by the Purchaser that upon appointment of the maintenance management company and/or body by the Developer and upon delivery of peaceful and vacant possession of the flats or units the Purchaser including the Owners of the other flats or units, the Developer will have no further obligations whatsoever to be discharged unto the Purchaser and/or the Owners of the other flats or units.

- 14.29 Once the said Association is formed/incorporated, the rights and interests of the purchaser as owners of the various flats to be constructed shall be recognized and regulated by the bye-laws of the said Association.
- 14.30 The Solicitor appointed by the Developer and/or the Associate Developer hath prepared this Agreement and shall draw all papers documents and drafts required for and/or in connection with the various common purposes relating to the said building and formation of the Association or cooperative Society or private limited company as envisaged herein and the costs and expenses of the same shall be borne and paid by the purchasers likewise flat owners proportionately.
- 14.31 All stamp duty registration charges and incidental expenses for and/or in relation to conveyance of the said flat along with the said undivided proportionate impartible share in the land comprised in the said premises and for obtaining approval and consents necessary for such transfer and also any other assurances deeds required to be made for or in relation thereto shall be borne and paid by the purchaser.
- 14.32 Legal fees as determined by the Developer and/or the Associate Developer for preparation of the agreement in pursuance of the contract hereof including execution and registration of the Deed of Conveyance besides payment of ad-valorem stamp duty, registration charges and other incidental expenses concerning registration.
- 14.33 The Purchaser shall not claim any right of conveyance in respect of the said undivided share till such time the said building is completed and the full amount of consideration and all other amounts payable by the purchaser to the Developer are fully paid and the purchaser hath performed and observed all the obligations to be performed and observed as herein contained.
- 14.34 Nothing contained herein shall be construed and/or intended to create a present demise of the said undivided share and the notional possession of the said undivided share shall be caused to be made over by the owners to the purchasers only upon the purchasers having performed and observed all the terms and conditions herein contained.

- 14.35 The Purchaser shall not have any right title interest claim or demand whatsoever or howsoever over and in respect of the other portions of the said premises excepting the right for acquiring the flat and the undivided share in the said premises.
- 14.36 Till the delivery of possession of the said unit or flat to the Purchaser the Developer/Owner Nos. 1 to 6 shall exclusively be entitled to possess the said unit/flat and every part thereof.
- 14.37 **Purchaser is Aware of and Satisfied with the Said Complex and the Construction :** The Purchaser is fully satisfied and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the Common Portions and all other ancillary matters and also further waive the right, if any, to do so. The Purchaser has examined and is acquainted with the Said Building to the extent already constructed and to be further constructed and have agreed that the Purchaser shall neither have nor shall claim any right over any portion of the Said Building/the Said Complex/the Said Premises **save and except** the Said Flat And Appurtenances.
- 14.38 **No Alteration :** not to alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the said Building and(2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Purchaser makes any alterations/changes, the Purchaser shall compensate by the Developer/the Association (upon formation) (as the case may be) as estimated by the Developer/the Association (upon formation) for restoring it to its original state.
- 14.39 **No Structural Alteration and Prohibited Installations :** not to alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions or the Said Building. The Purchaser shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Purchaser shall not install grills on the railings of the balcony and/or outside windows, in any form or manner. Grills may only installed by the Purchaser on the

inner side of the doors and windows of the Said Flat. The Purchaser shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Purchaser that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Purchaser shall install the out-door unit of the same either inside the Purchaser's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only such ledge and at no other place. The Purchaser shall also not install any collapsible gate on the main door/entrance of the Said Flat. The Purchaser accepts that the aforesaid covenants regarding air-conditioners and collapsible gates are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

- 14.40 **No Sub-Division** : not to sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- 14.41 **No Changing Name** : not to change/alter/modify the name of the Said Building and the Said Complex from that mentioned in this Agreement.
- 14.42 **No Nuisance and Disturbance** : not to use the Said Flat or the Common Portions or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to the Sellers and the other occupants of the Said Building and/or neighbouring property owners and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- 14.43 **No Storage** : not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- 14.44 **No obstruction to Developer/Associate Developer/Association** : not to obstruct the Developer/Associate Developer/Association (upon formation) in their acts relating to

the Common Portions and not obstruct the Developer in constructing on other portions of the Said Building and/or the said Complex/the Said Premises and selling or granting rights to any person on any part of the Said Building/the Said Complex/the Said Premises (excepting the Said Flat and the Parking Space, if any).

- 14.45 **No obstruction of Common Portions/Specified Facilities :** not to obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- 14.46 **No Violating Rules :** not to violate any of the rules and/or regulations laid down by the Developer/the Association (upon formation) for the use of the Common Portions.
- 14.47 **No Throwing Refuse :** not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefor.
- 14.48 **No Injurious Activities :** not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any, or the Common Portions.
- 14.49 **No Storing Hazardous Article :** not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space, if any.
- 14.50 **No Signage:** not to put up or affix and sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/the Said Building/the Said Complex save at the place or places provided therefor provided that this shall not prevent the Purchaser from displaying a standardized name plate outside the main door of the Said Flat.
- 14.51 **No Floor Damage :** not to keep any heavy articles or things that are likely to damage the floors or operate any machine save usual home appliances.
- 14.52 **No Installing Generator :** not to install or keep or run any generator in the Said Flat and the Parking Space, if any.
- 14.53 **No Use of Machinery :** not install or operate any machinery or equipment except home appliances.

- 14.54 **No Misuse of Water :** not to misuse or permit to be misused the water supply to the Said Flat.
- 14.55 **No Damage to Common Portions :** not to damage the Common Portions in any manner and if such damage is caused by the Purchaser and/or family members, invitees or servants of the Purchaser, the Purchaser shall compensate for the same.
- 14.56 **No Hanging Clothes:** not to hang or cause to be hung clothes form the balconies of the Said Flat.
- 14.57 **No Objection to Construction :** The Purchaser has accepted the scheme of the Developer to construct on other portions of the Said Premises and hence the Purchaser has no objection to the continuance of construction in the Said Complex/the Said Premises, even after date of possession. The Purchaser shall not raise any objection to any inconvenience that may be suffered by the Purchaser due to and arising out of the said construction activity.
- 14.58 **Notification Regarding Letting :** If the Purchaser lets out or sells the Said Flat And Appurtenance, the Purchaser shall immediately notify the Association (upon formation) of the tenant's/transferee's address and telephone number.
15. **Termination :**
- 15.1 In case the Purchaser fails to make payments as mentioned in Clause ----- of this agreement then and in such event the Developer shall be entitled @ 1.5% per month to be compounded monthly on the amount due to be calculated from the date it becomes due till the date of actual payment. However, it is made absolutely clear that in the event the Purchaser makes default in making payment for more than 3 months form the Schedule date as mentioned herein for payment, then this agreement shall stand automatically determined and cancelled and the Developer shall have the right to deal with and/or dispose of the said Unit in any manner whatsoever provided however the Developer shall in such circumstances be under an obligation to refund the sum that may have been paid by the Purchaser after deducting interest as aforesaid on the overdue amount on account of loss and

damages. Such payment will have to be made by the Developer to the Purchaser within 30 days of the disposal of the said Unit to any third party and in case the sale value is less than the value mentioned in this agreement then in that event the shortfall shall be deducted from the advance amount received under this agreement before refund. The Developer shall have no other claim against the Purchaser. Similarly, the Purchaser shall have no other claim against the Developer.

16. **Waiver :**

16.1 The failure with or without intent of any party hereto insist upon the performance by the other of any terms and/or provisions of this Agreement in strict conformity with the literal requirements hereof shall not be treated or deemed to constitute a modification of any of the terms and/or provisions hereof not shall such failure or election be deemed to constitute a waiver of the right of such party at any time whatsoever thereafter to insist upon performance by the other strictly in accordance with any of the terms and/or provisions of this Agreement.

17. **Force Mejeure :**

17.1 The following shall be included as force meajeur being reasons beyond the Developer's control for giving possession of the said unit to the Purchaser. Storm, tempest, flood, earthquake and other acts of God or Acts of Government, Statutory Body etc. Strike, riot, mob violence, air raid, order of injunction or otherwise restraining development of construction at the said premises, scarcity or non availability of building materials equipments or labourers, changes in laws for the time being in force resulting in stoppage of construction at the said premises. Any delay caused due to strike, layout, stop work, election and other unreasonable delays in granting permission/clearances by the WBSIEDCL, Municipality and other bodies for which the Developer has no fault.

17.2 This agreement supersedes all previous negotiations discussions understanding or anything what has been contained in any brochure and/or publication and/or and the parties shall be governed by what has been agreed upon and in no event the Buyer shall rely on any oral agreement.

18. Dispute Redressal & Jurisdiction :

- 18.1 All disputes and differences that may arise between the parties hereto regarding the construction and/or interpretation of any of the terms conditions herein or touching these presents or determination of any liability arising therefrom shall firstly be referred to mediation committee of Credai Bengal for addressing such complaints and/or grievances.
- 18.2 In the event such mediation does not materialize or resolve the disputes within a period of ----- months from the date of its reference it shall be referred for adjudication through arbitration in terms of the provisions contained under the Arbitration & Conciliation Act, 1996 as amended from time to time including the rules framed thereunder. For the purpose of adjudication of such disputes the parties hereto agree to the arbitration of Sri----- as the sole Arbitrator and in the event the sole Arbitrator declines to act as such Arbitrator either of the parties shall be entitled to appoint its or his own Arbitrator and the Arbitrators so appointed shall appoint a Third Arbitrator to constitute the Arbitral Tribunal and the venue of such arbitration shall be at Kolkata and the official language shall be in English.
- 18.3 The Arbitrator and/or Arbitral Tribunal as the case may be shall be entitled to make and publish a opinion speaking award which shall be binding and conclusive on the parties.
- 18.4 The said Arbitrator and/or Arbitral Tribunal shall also be entitled to passed an interim award.
- 18.5 Courts at Alipore alone shall have exclusive jurisdiction to entertain and try all actions suits and proceedings between the parties hereto arising out of this Agreement.
- 18.6 Only the courts having territorial jurisdiction over the premises shall have jurisdiction in all matters relating to or arising out of this agreement.
- 18.7 All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on 4th (fourth) day of date of dispatch of one copy of such notice by registered post with acknowledgement due and the second copy of such notice

under Certificate of Posting at the address of the other party mentioned herein above or hereafter notified in writing and irrespective of receipt in acknowledgement shall be deemed to have been delivered to the addressee.

19. **Nature of Agreement :**

19.1 **The Purchaser to Participate in Formation of Association :**

The Purchaser admits and accepts that the Purchaser and other intending buyers of Flats in the Said Complex shall form the Association and the Purchaser shall become a member thereof. The Purchaser shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Purchaser shall sign, execute and deliver necessary applications all other papers, declarations and documents as may be required. Notwithstanding formation of the Association. Each Flat Owner will be entitled to cast a vote irrespective of his/her/its size of Flat.

19.2 **Developer's and/or Associate Developer's Charge/Lien :**

The Developer and/or the Associate Developer shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Purchaser to the Developer provide however if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer and/or Associate Developer.

19.3 **No Obstruction by the Purchaser in Further Construction :**

The Developer shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Premises and the Purchaser shall not obstruct or object to the same. The Purchaser also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilise the Common Portions for movement of building materials and for other purposes and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto.

19.4 **No Rights of or Obstruction by the Purchaser :** All open areas in the Said Premises proposed to be used for open car

parking spaces do not form part of the Common Portions within the meaning of this Conveyance and the Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same or any part thereof.

- 19.5 **Right of Nomination by the Purchaser :** This agreement is personal to the Purchaser and in the event of the Purchaser nominating any other person and/or persons in his/her place and stead for acquiring the said Flat, the purchaser or the nominee and/or nominees shall be entitled to pay a sum to be calculated at the rate of Rs. -----/- (Rupees ----- only) per sq. ft. (hereinafter referred to as the NOMINATION COSTS).
- 19.6 **Right of Cancellation :** The Purchaser(s) shall have the right to cancel/recall the booking as well as the instant agreement for sale only by a written instruction to the developer and in such case the seller/vendor shall be entitled to forfeit a sum equivalent to -----% (-----) of the total consideration money as the CANCELLATION FEE and the Seller shall refund the balance amount (hereinafter referred to as the REFUNDABLE AMOUNT) only after re-sale of the subject flat to any other person and/or persons and the Purchaser(s) consent to the same.
- 19.7 **Completion & Possession** The said flat and/or unit shall be completed within ----- day of ----- subject to Force Majeure with a grace period of six months from the date thereof unless prevented by circumstances beyond the control of the Associated Developer and/or Owners and/or the Developer as the case may be (hereinafter referred to as the "COMPLETION DATE") and within fifteen days from the date of completion the Associate Developer call upon the purchaser in writing to get the possession of the said Flat and/or Unit Subject However to the purchaser making payment of all amounts payable by him/them/it under this agreement to the satisfaction of the Associate Developer/Owners/Developer. However, if the Purchaser fails to take possession of the said Flat and/or Unit within the notice period then without prejudice to such other rights which the Associate Developer/Owners/Developer may have against the Purchaser he/they/it shall be liable to pay and/or contribute all proportionate share of the municipal rates, taxes and other outgoings attributable to the said Flat and/or

Unit from the expiration of the notice period calling upon the Purchaser to take possession of the said Flat and/or Unit.

- 19.8 **Alienation before Possession :** Before the date of possession, the Purchaser shall not deal with assign, transfer, encumber or alienate the said flat/unit or any of the rights of the Purchaser hereunder PROVIDED HOWEVER the Purchaser may do so in case he/she pays the entirety of the balance/remaining consideration and/or other amounts payable hereunder to the Owner and is not in any manner in default in observance of his/her/its/their obligation and covenants hereunder to be fulfilled and observed PROVIDED FURTHER it shall not in any way preclude the Purchaser to negotiate with bank and/or financial institution for availing financial accommodation to arrange for payment of the balance consideration to the Owner and only upon payment of the entire consideration hereunder reserved, the Purchaser shall, in order to secure due repayment of the amount so agreed to be lent and advanced by any bank or financial institution, be eligible to create a charge and/or mortgage restricted to the said unit only.
- 19.9 This agreement supersedes negotiations, discussions, understanding and/or any oral agreement or Assurances or representations.
20. **General :**
- 20.1 **Conclusion of Contract :** The Parties have concluded the contract of sale in respect of the Said Flat And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.
21. **Interpretation :**
- 21.1 **Number :** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

21.2 **Headings** : The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

21.3 **Definitions** : Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall be corresponding meaning.

21.4 **Documents** : A reference to a document includes all amendment and supplement to, or replacement or novation of that document.

22. **APPLICABLE LAWS**

22.1 The implementation of this agreement and all acts and/or commission and/or omission thereof by the parties hereto and/or any person claiming through or under them including their nominee or nominees shall be governed by all applicable laws whether Central or State for the time being in force including their amendment and/or modifications from time to time.

This include the rules and byelaws framed under the Real Estate (Regulation & Development) Act, 2016 and/or the Rules framed thereunder and West Bengal Housing Industry Regulation Act 2017 and/or the Rules framed thereunder in so far as it is made applicable in the State of West Bengal.

22.2 The Owners and/or the Developer and/or any person or persons claiming through or under any of them as the case may be shall be bound to comply with the provisions of the Income Tax Act including the provision of tax deduction at source.

22.3 In terms of the Acts and/ Rules governing the Real Estate Development as specified in the preceding clause 20.1 the Owners and/or any person or persons claiming through or under any of them shall be liable for payment of GST at the applicable rate within the time prescribed under the said Act and/or the Rules frame thereunder unto the Developer/Owners as the case may be, for being deposited without any deduction or abatement with the authorities in so far as their respective shares of consideration is concerned.

- 22.4 In the event the Developer intends to sell any Flat or Apartment in its allocation then it shall be the obligation of the Developer to obtain prior no objection from the Associate Developer on that behalf whereupon GST shall be paid directly to the Associate Developer by the Purchaser concerning or relating to the sale of that particular Flat and the Rights Appurtenance thereto in the Developer's allocation.
- 22.5 Purchaser shall be liable for payment of GST directly to the Developer @ 18% per annum subject to abatement of 1/3rd thereof.
- 22.6 This agreement has been directly made in due compliance with the provisions of HERA & RERA Acts and Rules framed from time to time and the Purchaser shall also be bound by such rules and/or modifications relating thereto.

FIRST SCHEDULE ABOVE REFERRED TO
(DEVOLUTION OF TITLE)

- A. At all material times one Abinash Chandra Chakraborty was seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** piece and parcel of Bastu, Bagan and Doba land containing an aggregate area of 14 Satak equivalent to 8 cottahs 7 chittacks and 23 sq. ft. more or less and comprised in RS Dag No. 3105 corresponding to LR Dag No. 3142 containing an area of 14 satak appertaining to LR Khatian No. 1315/1 and part of RS Dag No. 3106 corresponding to LR Dag No. 3143 containing an area of 77 satak and appertaining to LR Khatian No. 411.
- B. That the said Abinash Chandra Chakraborty installed a private family deity SREE SREE RAJ BALLAV SHIB THAKUR in a part of the said premises comprised RS Dag No. 3105 LR Dag No. 3142 and continued to carry on the daily seba puja at his own costs and expenses without creating and/or executing any formal Deed of Trust or Debutter for installation of the said deity and/or performance of the daily seba puja.
- C. The said Abinash Chandra Chakraborty who during his life time was a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving this two daughters Smt. Radha Rani Bhattacharjee and Smt. Provati Chakraborty as his

only legal heiresses, under the Hindu Law of Succession his wife Smt. Nirmal Nalini Chakraborty having predeceased him.

- D. By virtue of intestate succession Ganesh Chandra Bhattacharya and Sunil Kumar Bhattacharjee both sons of Smt. Radha Rani Bhattacharjee and Amar Chakraborty son Smt. Provati Chakraborty assumed the office of Shebaitship of the said Deity being the male legal heirs or representative of the deceased Shebait.
- E. The said Sunil Kumar Bhattacharya and Amar Chakraborty did not perform any seba puja and relinquished their respective rights unto and in favour of Ganesh Chandra Bhattacharya by two several Bengali Deeds of Conveyance dated 14th July, 1953 and 12th October, 1955 and registered in the office of the Sub-Registrar Baruipur and recorded in Book No. I, Being Deed No. 5592 for the year 1953 and recorded in Book No. I, Being Deed No. 6894 for the year 1955 respectively.
- F. The said Ganesh Chandra Bhattacharya thereafter out of his own will and volition continued act as the sole sebait of SREE SREE RAJ BALLAV SHIB THAKUR until the time mentioned hereafter.
- G. After retirement from service it became difficult on the part of the said Ganesh Chandra Bhattacharya to continue to carry on the daily seba puja and in the circumstances he had no option but filed an application under Sections 34 and 36 of the Indian Trust Act praying seeking permission from the Court of the District Judge at Alipore so as to sell and transfer the said land held by the said Deity for the welfare and benefit and seba puja of the deity on such terms as to the Ld. Court would deem fit and proper and the said application was registered as Misc. Case No. 267 of 1988.
- H. By an order dated 19th November, 1988 Sri G. R. Bhattacharjee, District Judge at Alipore disposed of the said matter being Misc. Case No. 267 of 1988 thereby observed that the Debutter created as aforesaid is a private Debutter and as such no permission of the Court is necessary in Law, and accordingly by the said order the said Ganesh Chandra Bhattacharya was granted leave to deal with the said premises at his discretion for the welfare and benefit of the said Deity.

- I. The said Ganesh Chandra Bhattacharya who during his life time was a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving his wife Smt. Nandarani Bhattacharya, son Asok Kumar Bhattacharya and daughters Smt. Rekha Chakraborty, Smt. Rita Bhattacharya and Smt. Nipa Bhattacharya as also Ashis Chakraborty, Manas Chakraborty and Suman Chakraborty all being sons of his predeceased daughter Smt. Reba Chakraborty as his only legal heirs and heiresses under the Hindu Law of Succession who thus inherited the said premises jointly and in equal 1/6th share each save that the last three named persons jointly acquired and undivided 1/6th part or share therein.
- J. The heirs and legal representatives of the said Ganesh Chandra Bhattacharya, deceased mutually agreed to deal with and dispose of the said premises and to utilize the part of the consideration derived from RS Dag No. 3106 for the betterment and welfare of SREE SREE RAJ BALLAV SHIB THAKUR.
- K. It is further mutually agreed by the legal heirs and representatives of Ganesh Chandra Bhattacharya, deceased that all other heirs and legal representatives namely Smt. Nandarani Bhattacharya, Smt. Rekha Chakraborty, Smt. Rita Bhattacharya and Smt. Nipa Bhattacharya as also Ashis Chakraborty, Manas Chakraborty and Suman Chakraborty would release and relinquish their right and interest in or upon the said premises unto and in faovur of Asok Kumar Bhattacharya absolutely and forever so as to empower him to deal with the said premises and assume the office of the Shebait for such purpose so as to enable them to carry out the daily seba puja of the said Deity.
- L. The said Smt. Nandarani Bhattacharya, Smt. Rekha Bhattacharya, Smt. Rita Bhattacharya and Smt. Nipa Bhattacharya as also Ashis Chakraborty, Manas Chakraborty and Suman Chakraborty have recorded their intention of releasing and relinquishing their share or interest in the said premises absolutely and forever in favour of the Owner herein by several affidavits affirmed by each of them before the Ld. Chief Metropolitan Magistrate, Kolkata.
- M. Thus, the said Owner No. 1 became seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** pieces and parcels of Land comprised in RS Dag No. 3105 corresponding to LR Dag No. 3142 appertaining to

LR Khatian No. 1315/1 containing an area of 14 satak be the same a little more or less and Part of RS Dag No. 3106 corresponding to LR Dag No. 3143 appertaining to LR Khatian No. 411 containing an area of 24.4 satak out of 77 satak more or less aggregating to 38.4 satak equivalent to 23 cottahs 3 chittacks and 31 sq. ft. more or less and more fully and particularly described and mentioned in the **FIRST SCHEDULE** thereunder written and hereinafter for the sake of brevity referred to as the "Said Premises".

- N. By an agreement for development dated 26th April, 2017 and made between the said Owner No. 1 therein described as the Owner and the Developer herein therein described as the Developer and registered in the office of the ARA-I, Kolkata and recorded in Book No. I being Deed No. 190102454 for the year 2017 the said Owner No. 1 and the Developer hath entered into a scheme of development on the terms, conditions and stipulations more fully and particularly described and mentioned therein whereby and whereunder the Owner No. 1 became entitled to 26% of the total built up area and the remaining 74% of the total built up area would belong to the Developer concerning the Development and/or erection of building or buildings in or upon the **First Plot of Land** or proportionate to the **First Plot of Land**.
- O. At all material times one Anjulekha Guha of No. 25, Pratapditya Place, Kolkata- 700 026 was seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** piece and parcel of Bastu Land measuring 5 cottahs more or less Together with a building sanding thereon and/or on part thereof along with the right of easement over a 10 ft. wide passage situate and lying at Mouza-Jagaddal, JL No. 71, RS 233, Pargana-Magura, P. S. & ADSR Sonarpur, being part of Holding No. 93 of Dr. B. C. Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality and comprising in RS Dag No. 3168 corresponding to LR Dag No. 3220 appertaining to RS Khatian No. 46 corresponding to LR Khatian No. 1642 and surrounded by boundary wall Together With all rights of easements of entrance and exit through the 22 ft wide municipal road and hereinafter referred to as the said First Lot Premises.
- P. At all material Smritlekha Guha of No. 25, Pratapditya Place, Kolkata- 700 026 was seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL**

THAT piece and parcel of Bastu Land measuring 5 cottahs more or less Together With 20 years old building and/or structure standing thereon containing a built up area of 1000 sq. ft. more or less along with the right of easement over a 10 ft. wide passage situate and lying at Mouza-Jagaddal, JL No. 71, RS 233, Pargana-Magura, P. S. & ADSR Sonarpur, being part of Holding No. 93 of Dr. B. C. Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality and comprising in RS Dag No. 3168 corresponding to LR Dag No. 3220 appertaining to RS Khatia No. 46 corresponding to LR Khatian No. 1642 hereinafter referred to as the said Second Lot Premises.

- Q. At all material times Anjulekha Guha and Smritilekha Guha of No. 25, Pratapditya Place, Kolkata- 700 026 were jointly seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute joint Owners of **ALL THAT** piece and parcel of Bastu Land measuring 5 cottahs more or less along with the right of easement over a 10 ft. wide passage situate and lying at Mouza-Jagaddal, JL No. 71, RS 233, Pargana-Magura, P. S. & ADSR Sonarpur, being part of Holding No. 93 of Dr. B. C. Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality and comprising in RS Dag No. 3168 corresponding to LR Dag No. 3220 appertaining to RS Khatia No. 46 corresponding to LR Khatian No. 1642 and surrounded by boundary walls Together With all rights of easements of entrance and exit through the 22 ft wide school road and hereinafter referred to as the said Third Lot Premises.
- R. By a deed of conveyance dated 8th September, 2010 and made between Smt. Anjulekha Guha and Smt. Smritilekha Guha therein described as the Vendors of the One Part and the Vendors herein therein described in the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 10645 for the year 2010 the said Smt. Anjulekha Guha and Smt. Smritilekha Guha for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Vendors herein All That the said Third Lot Premises absolutely and forever.
- S. By a further deed of conveyance dated 8th September, 2010 and made between Smt. Anjulekha Guha therein described as the Vendor of the One Part and the Vendors herein therein described in the Purchasers of the Other Part and registered in the office of

the ADSR Sonarpur and recorded in Book No. I, being Deed No. 10646 for the year 2010 the said Smt. Anjulekha Guha for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Vendors herein All That the said First Lot Premises absolutely and forever.

- T. By a deed of conveyance dated 8th September, 2010 and made between Smt. Smritilekha Guha therein described as the Vendor of the One Part and the Vendors herein therein described in the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 10647 for the year 2010 the said Smt. Smritilekha Guha for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Vendors herein All That the said Second Lot Premises absolutely and forever.
- U. Thus the Owners herein jointly became absolutely seized and possessed of or otherwise well and sufficiently as the full and absolute joint owners of **ALL THAT** piece and parcel of Bastu Land Together With one storied building containing a built up area 1000 sq. ft. be the same a little more or less standing thereon and/or on part thereof as also the right of easement for ingress and egress through the 20 ft. passage from the School Road and containing by estimation an area of 15 cottahs be the same a little more or less situate and lying at Mouza-Jagaddal, JL No. 71, RS No. 233, Pargana-Magura, P. S. & ADSR Sonarpur, being Holding Nos. 91, 92 and 93 of Dr. B. C. Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality and comprising in RS Dag No. 3168 corresponding to LR Dag No. 3220 appertaining to RS Khatian No. 46 corresponding to LR Khatian No. 1642 more fully and particularly described and mentioned in the **FIRST SCHEDULE** thereunder written and referred to as the Said Premises.
- V. The Developer herein is seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of ALL THAT pieces and parcels of contiguous and adjacent land to the Said Premises containing by estimation an aggregate area of 2 Bighas 6 cottahs and 8 chittacks equivalent to 77 decimals more or less and comprised in RS Dag Nos. 3102, 3103, 3104 corresponding to LR Dag Nos. 3139, 3140 and 3141 appertaining to RS Khatian Nos. 666 and 684/2, J. L. No. 71,

Pargana-Magura, Mouza-Jgaddal, P. S. and Sub-registry office Sonarpur, District- 24 Parganas (South) within Ward No. 25 of Rajpur Sonarpur Municipality hereinafter referred to as the Adjacent Premises.

- W. The Developer with the intention of beneficial use and utilization of the adjacent premises constructed new building or buildings thereon comprising of several independent self contained flats and/or apartments and/or office spaces and/or shop rooms including car parking spaces for residential and commercial uses for commercial exploitation thereof.
- X. By an agreement for development dated 20th March, 2017 and made between the said Owner Nos. 2 to 5 therein described as the joint Owners and the Developer herein therein described as the Developer and registered in the office of the ARA-I, Kolkata and recorded in Book No. I being Deed No. 190101877 for the year 2017 the said Owner Nos. 2 to 5 and the Developer hath entered into a scheme of development on the terms, conditions and stipulations more fully and particularly described and mentioned therein whereby and whereunder the Owner Nos. 2 to 5 became entitled to 40% of the total built up area and the remaining 60% of the total built up area would belong to the Developer concerning the Development and/or erection of building or buildings in or upon the **Second Plot of Land** or proportionate to the **Second Plot of Land**.
- Y. At all material times Debendra Narayan Das Kayal, Dwijendra Narayan Das Kayal and Lokendra Narayan Das Kayal were seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute joint Owners of ALL THAT piece and parcel of Bagan Land situate and lying at Mouza-Jagatdal and comprised in J. L. No. 71, RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 689/2, P. S. Sonarpur, District-24 Parganas (South) measuring 17 cottahs be the same a little more or less.
- Z. By a Deed of Conveyance dated 20th January, 1961 and made between the said Debendra Narayan Das Kayal & Ors. therein described as the Vendors of the One Part and Smt. Aruna Devi therein described as the Purchaser of the Other Part and registered in the Sub-Registry Office at Baruipur and recorded in Book No. I, being Deed No. 372 for the year 1971 the said Debendra Narayan Das Kayal & Ors. for valuable consideration

therein mentioned sold, conveyed, transferred, assigned and assured ALL THAT the said Bagan Land measuring 17 cottahs unto and in favour of the Purchaser.

- AA. By a Deed of Conveyance dated 21st September, 1981 and made between the Smt. Aruna Devi therein described as the Vendor of the One Part and Smt. Arpita Ganguly therein described as the Purchaser of the Other Part and registered in the office of the DSR-Alipore and recorded in Book No. I, being Deed No. 10790 for the year 1981 the said Smt. Aruna Devi for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured ALL THAT the said Bagan Land measuring 17 cottahs unto and in favour of the Purchaser.
- BB. By a Deed of Conveyance dated 18th May, 1989 and made between Smt. Arpita Ganguly therein described as the Vendor of the One Part and Smt. Shanti Guha therein described as the Purchaser of the Other Part and registered in the office of ADSR-Alipore and recorded in Book No. I, being Deed No. 6440 for the year 1989 the Smt. Arpita Ganguly for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser of **ALL THAT** carved out demarcated piece and parcel of Bagan Land measuring 11.43 cottahs more or less out of 17 cottahs situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South).
- CC. By a Deed of Conveyance dated 18th May, 1989 and made between Smt. Arpita Ganguly therein described as the Vendor of the One Part and Kunal Guha therein described as the Purchaser of the Other Part and registered in the office of ADSR-Sonarpur and recorded in Book No. I, being Deed No. 6440 for the year 1989 the said Smt. Arpita Ganguly for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser of **ALL THAT** the divided and demarcated part of Bagan Land measuring 5 cottahs 14 chittacks and 1 sq. ft. equivalent to 5.57 cottahs more or less situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 684/2 within Rajpur

Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South).

- DD. By a Deed of Conveyance dated 17th November, 1994 and made between Kunal Guha therein described as the Vendor of the One Part and Owner herein therein described as the Purchaser of the Other Part and registered in the office of ADSR-Sonarpur and recorded in Book No. I, being Deed No. 6339 for the year 1994 the said Kunal Guha for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser of **ALL THAT** the divided and demarcated part of Bagan Land measuring 5 cottahs 14 chittacks and 1 sq. ft. equivalent to 5.57 cottahs more or less situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South).
- EE. Thus the Owner became seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the divided and demarcated part of Bagan Land measuring 5 cottahs 14 chittacks and 1 sq. ft. equivalent to 5.57 cottahs more or less situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South) more fully and particularly described and mentioned in the **FIRST SCHEDULE** thereunder written and hereinafter for the sake of brevity referred to as the **"SAID PREMISES"** and delineated and shown in the map or plan annexed hereto and there on enclosed within red border line.
- FF. After purchasing or acquiring the SAID PREMISES, the Owner hath duly applied to the Office of the concerned B. L. & L. R. O. and get his/her/their name mutated in the records maintained in the Office of the said B. L. & L. R. O. in respect of the SAID PREMISES and have been duly and punctually paying and discharging all rates, taxes and other outgoings concerning or relating to the SAID PREMISES and has been holding and possessing the SAID PREMISES without any interruption, obstruction or demur as the full and absolute Owner thereof.

- GG. The Owner with the intention of beneficial and profitable user of the SAID PREMISES hath approached the Developer with a proposal of development of the SAID PREMISES on JOINT VENTURE BASIS for mutual benefit and on terms and conditions contained in this agreement hereinafter.
- HH. The parties have now agreed to develop the said premises by demolishing the existing building and/or sheds or structures standing thereon on the terms, conditions and stipulations hereunder appearing and have also agreed to enter to this joint venture agreement for future guidance concerning mutual rights and obligations.
- II. By an agreement for development dated 3rd November, 2013 and made between the said Owner No. 6 therein described as the joint Owners and the Developer herein therein described as the Developer and registered in the office of District Sub-Registrar-IV, South 24, Parganas, Alipore and recorded in Book No. I being Deed No. 08900 for the year 2013 the said Owner No. 6 and the Developer hath entered into a scheme of development on the terms, conditions and stipulations more fully and particularly described and mentioned therein whereby and whereunder the Owner No. 6 became entitled to 27% of the total built up area and the remaining 73% of the total built up area would belong to the Developer concerning the Development and/or erection of building or buildings in or upon the **Third Plot of Land** or proportionate to the **Third Plot of Land**.
- JJ. By a Deed of Exchange also dated 3rd November, 2013 and made between the said Smt. Rama Chakraborty the Owner No. 6 herein and Stralite Infracon Pvt. Ltd. the Owner No. 7 herein come the Developer the parties thereto amalgamated by way of exchange of **ALL THAT** land measuring 2 Bighas 6 cottahs and 8 chittacks and comprised in RS Dag Nos. 3102, 3103 and 3104 appertaining to RS Khatian Nos. 666 and 684/2 for the said Third Plot of Land measuring 5 cottahs 15 chittacks and 1 sq. ft. and comprised in RS Dag Nos. 3102 and 3103 hereinafter for the sake of brevity referred to as the **Third Plot of Land**.
- KK. At all material times, one Surendra Nath Das Kayal was seized and possessed of ALL THAT pieces and parcels of BAGAN land situate and lying at Mouza-Jagatdal and comprised in Dag No. 3168 appertaining to Khatian No. 468 P. S. Sonarpur, District –

24 Parganas (South) containing by estimation an area of 18 Cottahs 12 Chittacks be the same a little more or less as the recorded tenant under the then Zamjindar.

- LL. While being possessed of the said Surendra Nath Das Kayal duly got his name recorded as the lawful occupant of the said land in the C. S. record of rights maintained for such purpose.
- MM. By a Deed of Family Settlement made, executed and registered by the said Surendra Nath Das Kayal being dated 15th June, 1957 he during his life time settled by way of Family Settlement and transferred all his right and interest in all his properties and assets including the above land unto and in favour of his three sons, viz. Debendra Narayan Das Kayal, Dwijendra Narayan Das Kayal and Lokendra Narayan Das Kayal which was registered in the office of the Additional District Sub-Registrar at Baruipur, in Book No. 1 being Deed No. 216 for the year 1957 whereby and whereunder the said Surendra Nath Das Kayal released and relinquished his secular right and interest in the said property absolutely and forever.
- NN. Subsequently, at the rime of execution of the Revisional Settlement, Surendra Nath Das Kayal's right or interest in or upon the said land duly vested in the State of West Bengal by and under the provision of the West Bengal Estate Acquisition Act whereby and whereunder the said land was duly recorded in the names of the said three sons, namely, Debendra Narayan Das Kayal, Dwijendra Narayan Das Kayal and Lokendra Narayan Das Kayal in the R.S. records and have continued to make payment of the rents and other charges on account thereof and continued to hold, possess and enjoy the same as their exclusive separate property.
- OO. While holding and possessing the said land the said Debendra Narayan Das Kayal and two others as such owners got their names duly mutated in the records maintained with the Rajpur-Sonarpur Municipality concerning and relating the SAID LAND.
- PP. By two several Deeds of Conveyance dated 23rd January, 1961 and 5th April, 1963 and registered in the office of the Additional District Sub-Registrar at Baruipur and recorded in Book No. 1 being Deed No. 373 and Deed No. 5245 respectively the said Debendra Narayan Das Kayal and two others have sold,

conveyed and transferred their right and interest of and in the said land unto and in favour of Sanat Kumar Lahiri, who thus became seized and possessed of the said land as the sole and absolute owner thereof and continued to hold and possess the said land and duly recorded his name in the office of the concerned Block Land and Land Revenue Officer as the owner thereof and has been enjoying and possessing the said Land upon payment of the rates and taxes on account thereof.

- QQ. By a Deed of Conveyance dated 21st September, 1981 and made between Sanat Kumar Lahiri (therein described as the Vendor) of the One Part and Smt. Sumita Ganguly (therein described as the Purchaser) of the Other Part and registered in the Office of the District Sub-Registrar at Alipore, 24 Parganas South and recorded in Book No. I being Deed No. 10788 for the Year 1981 the said Sanat kumar Lahiri for valuable consideration therein mentioned, sold, conveyed, transferred, assured and assigned his right and interest of and in the said land unto and in favour of Smt. Sumita Ganguly, since deceased, absolutely and for ever.
- RR. The said Smt. Sumita Ganguly while holding and possessing the said land as the sole and absolute owner thereof duly applied for and got her name recorded as the owner in the record of rights and continued to pay and discharge all rates and taxes on account thereof without any deduction and/or abatement.
- SS. The said Sumita Ganguly during her life time by a Deed of Conveyance dated 20th April, 1988 and made in favour of Smt. Anjulekha Guha daughter of Samarendra Nath Guha and registered in the office of DSR-Alipore and recorded in Book No. I being Deed No. 4185 for the year 1988 sold, transferred and conveyed land measuring 5 cottahs more or less including 10 ft. wide private passage carved out the said land containing by estimation an area of 31 Decimals equivalent to 18 cottahs and 12 chittacks more or less and thereby the said Sumita Ganguly retained unto her the remaining part of the said land measuring 13 cottahs 12 chittacks more or less.
- TT. The said Sumita Ganguly during her life time by a Deed of Conveyance dated 20th April, 1988 and made in favour of Smt. Manjulekha Guha daughter of Samarendra Nath Guha and registered in the office of DSR-Alipore and recorded in Book No.

I being Deed No. 4184 for the year 1988 sold, transferred and conveyed land measuring 5 cottahs more or less including 10 ft. wide private passage carved out the said land containing by estimation an area of 31 Decimals equivalent to 18 cottahs and 12 chittacks more or less and thereby the said Sumita Ganguly retained unto her the remaining part of the said land measuring 8 cottahs 12 chittacks more or less.

- UU. The said Sumita Ganguly during her life time by a Deed of Conveyance dated 20th April, 1988 and made in favour of Smt. Smritilekha Guha daughter of Samarendra Nath Guha and registered in the office of DSR-Alipore and recorded in Book No. I being Deed No. 4186 for the year 1988 sold, transferred and conveyed land measuring 5 cottahs more or less including 10 ft. wide private passage carved out the said land containing by estimation an area of 31 Decimals equivalent to 18 cottahs and 12 chittacks more or less and thereby the said Sumita Ganguly retained unto her the remaining part of the said land measuring 3 cottahs 12 chittacks more or less.
- VV. By a deed of conveyance dated 21st June, 2013 and made between Amit Kumar Ganguly, Smt. Nandita Ganguly and Smt. Arpita Mitra therein collectively described as the Vendors and the Owner No. 7 come Developer therein mentioned as the Purchaser and registered in the office of the District Sub-Registrar-IV, Alipore and recorded in Book No. I being Deed No. 05261 for the year 2013 the said Amit Kumar Ganguly & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of Starlite Infracon Pvt. Ltd. the Owner No. 7 come Developer herein **ALL THAT** pieces and parcels of land measuring 3 cottahs 12 chittacks more or less forming part of RS Dag No. 3168 appertaining to Khatian No. 468 at Mouza-Jagaddal, P. S. & Sub-registry Office Sonarpur, District 24 Parganas (South) within Ward No. 25 of Rajpur Sonarpur Municipality unto and in favour of the Owner No. 7 come Developer herein and hereinafter for the sake of brevity referred to as the **Fourth Plot of Land**.
- WW. The Owner No. 7 come Developer after purchasing the said Fourth Plot of Land duly applied for and got its name mutated and recorded as the Owner in the records maintained in the

office of the Rajpur Sonarpur Municipality and hath also applied for such transfer before the concerned Land Reforms Authorities.

XX. By a Deed of Conveyance dated 21st September, 1981 and made between Subrata Lahiri (therein described as the Vendor) of the One Part and Smt. Santana Ganguly alias Smt. Santana Ganguly, since deceased, and Amit Kumar Ganguly (therein described as the Purchasers) of the Other Part and registered in the Office of the District Sub-Registrar at Alipore , 24 Parganas South and recorded in Book No. I being Deed No. 10780 for the Year 1981 the said Subrata Lahiri for valuable consideration therein mentioned, sold, conveyed, transferred, assured and assigned unto and in favour of Smt. Santana Ganguly, since deceased, and Amit Kumar Ganguly jointly ALL THAT piece and parcel of land containing by estimation an area of 7 Cottah be the same a little more or less and curved out of the land comprised in R. S, Dag Nos. 3102 and 3103 appertaining to R. S. Khatian Nos. 666 and 684/2 ,Pargana – Magura, Mouza – Jagatdal, P. S. and Sub-Registry Office – Sonarpur, District – South 24 Parganas. more fully and particularly described and mentioned in the PART-I OF THE FIRST SCHEDULE thereafter referred to as “the FIRST PLOT OF LAND” TOGETHER WITH the building and/or structure standing thereon and/or on part thereof.

YY. By a Deed of Conveyance dated 21st September, 1981 and made between Subrata Lahiri (therein described as the Vendor) of the One Part and Jyotish Ganguly, since deceased, (therein described as the Purchaser) of the Other Part and registered in the Office of the District Sub-Registrar at Alipore , 24 Parganas South and recorded in Book No. I being Deed No. 10779 for the Year 1981 the said Subrata Lahiri for valuable consideration therein mentioned, sold, conveyed, transferred, assured and assigned unto and in favour of Jyotish Ganguly, since deceased, ALL THAT undivided piece and parcel of land containing by estimation an area of 1 Bigha 13 Cottahs and 4 Chittaks be the same a little more or less and curved out of the land comprised in R. S, Dag Nos. 3102 and 3103 appertaining to R. S. Khatian Nos. 666 and 684/2 ,Pargana–Magura, Mouza–Jagatdal, P. S. and Sub-Registry Office –Sonarpur, District–South 24 Parganas, more fully and particularly described and mentioned in the PART-II of the FIRST SCHEDULE, thereafter referred to as “the SECOND PLOT OF LAND” TOGETHER WITH

the building and/or structure standing thereon and/or on part thereof.

- ZZ. The said Jyotish Ganguly, who during his lifetime was a Hindu governed by Dayabhaga School of Law, died intestate sometime in or about 6th May, 1998 leaving him surviving his wife Smt. Santana Ganguly, his three daughters, namely, Smt. Sumita Ganguly, since deceased, Smt. Nandita Ganguly and Smt. Arpita Mitra nee Ganguly and her only son Amit Kumar Ganguly as his legal heiresses and heir under the Hindu Law of Succession, who thus inherited ALL THAT the said Second Plot of Land jointly and in equal undivided 1/5th part or share each.
- AAA. The said Smt. Santana Ganguly alias Smt. Santona Ganguly, who was a Hindu governed by Dayabhaga School of Law, died intestate sometime in or about 10th March, 2001 whereby and whereunder her undivided half share in the First Plot of Land and her undivided 1/5th share in the Second Plot of Land devolved unto her only son viz. Amit Kumar Ganguly and three daughters, namely, Smt. Sumita Ganguly, Smt. Nandita Ganguly and Smt. Arpita Mitra (nee Ganguly) jointly and in equal undivided 1/8th share each in respect of the FIRST PLOT OF LAND and an undivided 1/20th share each in the SECOND PLOT OF LAND.
- BBB. Thus, the said Amit Kumar Ganguly acquired an undivided 5/8th part or share in the First Plot of land and undivided 1/4th part or share in the Second Plot of Land and the three daughters, namely, Smt. Sumita Ganguly, since deceased, Smt. Nandita Ganguly and Smt. Arpita Mitra nee Ganguly got an undivided 1/8th part or share each in the First Plot of Land and undivided 1/4th part or share each in the Second Part of Land.
- CCC. Smt. Sumita Ganguly, who during her life time was a spinster, died intestate sometime in or about 4th October, 2010 whereupon her undivided 1/8th part or share of and in the First Plot of Land devolved unto her two sisters, namely, Smt. Nandita Ganguly and Smt. Arpita Mitra nee Ganguly and one brother Amit Kumar Ganguly jointly and in equal share whereupon each of them acquired an undivided 1/24th part or share in the First Plot of Land left behind by the said Smt. Sumita Ganguly, since deceased, and as a result of such devolution the said Amit Kumar Ganguly acquired an undivided 2/3rd part or share in the said First Plot of Land and his two

sisters, namely, Smt. Nandita Ganguly and Smt. Arpita Mitra nee Ganguly acquired an undivided 1/6th part or share each in the said First Plot of Land.

- DDD. Similarly, the two sisters, namely, Smt. Nandita Ganguly and Smt. Arpita Mitra (nee Ganguly) and the only brother Amit Kumar Ganguly on the intestate demise of Smt. Sumita Ganguly by way of intestate succession acquired an undivided 1/3rd part or share each of and in the undivided 1/4th part or share left behind Smt. Sumita Ganguly in the Second Plot of Land. Thus the said Amit Kumar Ganguly , Smt. Nandita Ganguly and Smt. Arpita Mitra (nee Ganguly) acquired an undivided 1/3rd part or share in the Second Plot of Land.
- EEE. By a Bengali Deed of Gift dated 6th August, 2008 and registered in the office of Additional District Sub-Registrar, Sonarpur and recorded in Book No. 1 being Deed No.08115 of 2008 the said Smt. Arpita Mitra (nee Ganguly), out of her natural love and affection which she did bear for her husband Bhaskar Mitra transferred, assigned and assured by way of Gift, her undivided 1/3rd part or share of and in the Second Plot of Land and comprised in R. S, Dag Nos. 3102 and 3103 appertaining to R. S. Khatian Nos. 666 and 684/2 , Pargana – Magura, Mouza–Jagatdal, P.S. and Sub-Registry Office–Sonarpur, District – South 24 Parganas, containing by estimation an area of five Cottahs more or less.
- FFF. At all material times, one Subrata Lahiri, son of Sanat Kumar Lahiri No. 17, Block-A, New Alipore, Kolkata-700 053, P.S. 24-Parganas South, was also seized and possessed of ALL THAT pieces and parcels of DANGA land containing by estimation an area of 10 decimals be the same a little more or less situate and lying and comprised within R.S. Dag No. 3104, appearing to R.S. Khatian No. 684/2, within Pargana- Magura, Mouza–Jagatdal P. S. Sonarpur, R.S. No.. 233, J.L. No. 71, P.S. and Sub-Registry Office-Sonarpur, District – 24 Parganas (South), more fully and particularly described and mentioned in PART-III OF THE FIRST SCHEDULE thereunder written, thereafter for the sake of brevity referred to as "THE SAID THIRD PORT OF LAND".
- GGG. By an agreement in writing dated 21st September, 1981 and for the consideration therein mentioned the said Subrata Lahiri intended to transfer and demise the SAID THIRD PLOT OF LAND

unto and in favour of one Jyotish Ganguly and upon receipt of the full consideration delivered unto him peaceful, vacant and khas possession of the SAID THIRD PLOT OF LAND for being utilized for horticulturere purposes.

- HHH. Since the date of the said agreement the said Jyotish Ganguly continued to hold, possess and enjoy the SAID THIRD PLOT OF LAND comprised of the First, Second and Third Plot of Land without any interruption or obstruction from any person or persons claiming through or under the said Subrata Lahiri and have been making payment of all outgoings and impositions relating and/or concerning thereto.
- III. Owing to inadvertence the said Subrata Lahiri did not execute and/or register the relative Deed of Conveyance concerning the SAID THIRD PLOT OF LAND unto and in favour of the said Jyotish Ganguly until his death.
- JJJ. Coming to know of the contents of the said Agreement dated 21st September, 1981 the legal heirs of Jyotish Ganguly since deceased approached the said Subrata Lahiri for execution and registration of the relative Deed of Conveyance in respect of the SAID THIRD PLOT OF LAND in their favour on the ground and for the reasons stated in the preceding clauses above.
- KKK. By a Deed of Conveyance dated 21st June, 2013 and made between said Subrata Lahiri (therein described as the Vendor) of the First Part and Amit Kumar Ganguly, Smt. Arpita Mitra and Smt. Nandita Ganguly being the legal heirs and heiresses of Jyotish Ganguly, deceased along with one Bhaskar Mitra (therein described as the Purchasers) of the Other Part and registered in the Office of the District Sub-Registrar -IV, 24-Parganas (South) and recorded in Book No. I, Being Deed No. 5260 for the Year 2013 the said Subrata Lahiri for valuable consideration therein mentioned sold, conveyed, transferred, assured and assigned unto and in favour of the purchasers named therein ALL THAT the said Third Plot of Land, more fully described in Part-III of the First Schedule thereunder written.
- LLL. The said Amit Kumar Ganguly & Ors. became the joint owners of ALL THAT pieces and parcels of contiguous land comprised of First, Second and Third Plot of Land hereinafter for the sake of brevity referred to as the said Land surrounded by wall are being

held by them as the joint and absolute owners thereof more fully and particularly described and mentioned in the FIRST SCHEDULE thereunder written.

- MMM. By a Deed of Conveyance dated 27th August, 2013 and made between the said Amit Kumar Ganguly & Ors. therein described as the Vendors of the One Part and the Vendor herein therein described as the Purchaser of the Other Part and registered in the office of the DSR-Alipore, South 24 Parganas and recorded in Book No. I, being Deed No. 07097 for the year 2013 the said Amit Kumar Ganguly & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assured and assigned unto and in favour of the Vendor herein of All That the said land more fully and particularly described and mentioned in the FIRST SCHEDULE thereunder written.
- NNN. Thus the Owners became fully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land and intended to commence construction of new building or buildings thereon and/or on part thereof comprising of self contained flats, apartments, units including the shop rooms, offices spaces, car parking spaces either for residential accommodation or for commercial uses and further competent to sell and/or transfer in favour of the intending transferees after completing the construction thereof in accordance with the building plan sanctioned by the said Rajpur Sonarpur Municipality in favour of the Owner.
- OOO. At the request of the Purchaser the Owner has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire on OWNERSHIP BASIS ALL THAT the said unit more fully and particularly described and mentioned in PART-I of the SECOND SCHEDULE thereunder written AND the covered car parking space in the ground floor of the SAID PREMISES and ear-marked for the said Flat more fully and particularly described and mentioned in PART-II of the SECOND SCHEDULE thereunder written TOGETHER WITH the proportionate share or interest in the common parts, portions, areas and installations and/or facilities and/or amenities of and in the new building more fully and particularly described and mentioned in PART - III of the SECOND SCHEDULE thereunder written and TOGETHER WITH the undivided proportionate impartible variable share or interest in the land comprised in the said land

and attributable to the said unit and/or flat more fully and particularly described and mentioned in the FIRST SCHEDULE thereunder written and hereinafter for the sake of brevity referred to as the "SAID FLAT" and the rights appertaining thereto.

- PPP. The Developer herein is also seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** the said pieces and parcels of land containing by estimation an aggregate area of 2 Bighas 6 Cottahas 8 Chittacks equivalent to 77 decimals more or less and comprised in R. S, Dag Nos. 3102 and 3103 and 3104 appertaining to R. S. Khatian Nos. 666 and 684/2 TOGETHER WITH the building and/or structure standing thereon or on part thereof being J. L. No. 71, Pargana – Magura, Mouza – Jagatdal, P. S. and Sub-Registry Office –Sonarpur, District – South 24 Parganas, Kolkata-700 151 within Ward No. 25 of Rajpur – Sonarpur Municipality and hereinafter for the sake of brevity referred to as the **Fifth Plot of Land**.
- QQQ. The above stated Fifth Plot of Land are adjacent and contiguous to each other and the Developer being the Owners of 4th and 5th plots of land and having acquired a right of development in respect of the 1st, 2nd and 3rd plots of land hath approached the owner nos. 1 to 6 abovenamed for amalgamation of the entire land. On being satisfied with the rights acquired by the Developer the Owner Nos. 1 to 6 by two several agreements-cum-declarations dated 12th June, 2017 and 12th June, 2017 respectively unequivocally agreed to and accede to the a scheme of amalgamation of all the said Plots of Land.
- RRR. On the basis of such amalgamation the Developer hath in the names of the Owners herein including itself as one of the joint Owners applied before the Rajpur Sonarpur Municipality for sanction of a building plan and/or plans for construction of building or buildings in or upon the said Plot of Land for construction of diverse complex or blocks or cluster of buildings comprising of self contained flats and/or apartments both for residential and commercial purposes in the mutual interest and/or benefits.
- SSS. In terms of the respective agreement for development made with the Owners and/or some of them including the right

reserved unto the Developer as the Owner of 4th and 5th Plots of Land the parties hereto have entered into a further supplementary agreement dated 25th November, 2017 identifying the respective flats, units or apartments, office spaces, shop rooms including car parking areas as per the mutual entitlements of built up areas referred to in the respective agreement for development as aforesaid.

- TTT. By and under the said supplementary agreement dated 25th November, 2017 the Owners herein including the Developer as such Owner of 4th and 5th plots of land mutually agreed to amalgamate 1st, 2nd, 3rd, 4th and 5th plots of land being contiguous to each other with the intention of developing the said agglomerated land comprising of 1st, 2nd, 3rd, 4th and 5th plots of land hereinabove mentioned more fully and particularly described and mentioned in the **FIRST SCHEDULE** thereunder written and hereinafter for the sake of brevity referred to as the Said Agglomerated Land is referred to as the Said Premises.
- UUU. In pursuance of the several development agreements made with the Owner Nos. 1 to 6 herein including the right accrued unto the Developer as the Owner of Third, Fourth and Fifth plots of land they have jointly and mutually formulated a scheme of development as contained in the above referred development agreement including the supplementary agreement dated 25th November, 2017 and with the intent of developing the Said Premises the Developer hath drawn up a further building plan besides building Sanction Plan No. 1297/CB/25/21 dated 13th January, 2014 and applied for and obtained sanction of a building plan from Rajpur Sonarpur Municipality being Building Sanction Plan No. ----- dated ----- in the name of the Owners for effecting construction of building or buildings comprising of self contained flats, apartments, units, office spaces etc. for beneficial use and utilization thereof by the Owners as well as by the Developer in proportion to their respective variable share or interest therein.
- VVV. In terms of the said building plan as sanctioned as aforesaid the Developer has commenced construction several number of blocks and/or cluster of buildings comprising of self contained residential flats, units, office spaces, shop rooms including car parking areas for commercial exploitation or sale by the Owners

as well as the Developer in proportion to their respective variable share or interest.

SECOND SCHEDULE ABOVE REFERRED TO
(SAID PREMISES)

ALL THAT That pieces and parcels of land (partly "bastu" and partly "doba" in nature), hereditament and premises situate, lying at Mouza-Jagaddal comprised of Holding No. 47, Dr. B.C. Roy Road, Ward No. 25 (formerly No.23) under Rajpur-Sonarapur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarapur, District-24-Parganas South and comprised of R. S. Dag No. 3105, corresponding L. R. Dag No. 3143 appertaining to L.R. Khatian No.1315/1 containing an area of 13 Sataks more or less and part of R. S. Dag No.3106 corresponding to L. R. Dag No.3143 appertaining to L.R. Khatian No.411 containing an area of 24.4 satak out of 77 satak more or less aggregating to 38.4 satak equivalent to 23 Cottahs 3 Chittacks 31 Sq.ft. be the same a little more or less and **ALL THAT** pieces and parcels of "bastu" land containing an area of 15 Cottahas more or less Together with one storied brick-built structures standing thereon and/or on part thereof containing a built up area of 1000 Sq.ft. more or less Together Also With the right of easement for ingress and egress through 20 ft. wide passage from School Road and comprised in R.S. Dag No. 3168 corresponding to L.R. Dag No. 3220 appertaining to R. S. Khatian No. 46 and L.R. Khatian No. 1642 being Municipal Holding Nos. 91,92 and 93, Dr. B.C. Roy Road, Ward No. 25 (formerly No.23) under Rajpur-Sonarapur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarapur, District-24-Parganas South **ALL THAT** land comprised in R. S. Dag No. 3103 appertaining to R.S.Khatian Nos. 666 and 684/2 measuring about 5 Cottahas 14 Chittacks 1 Sq. ft. of "bastu" land out of 26 decimals contained in the said Dag and **ALL THAT** piece and parcel of "bastu" land comprised in and forming part of R. S. Dag No. 3168 appertaining to R. S. Khatian No. 468 within ward no. 25 of Rajpur Sonarapur Municipality measuring 3 Cottah 12 Chittacks more or less aggregating to 47 Cottahs 3 Chittacks 32 Sq. ft. more or less situate and lying at Mouza-Jagatdal, Touzi Nos. 47, 49, 63, 64 and 68, R. S. No. 233, J.L. No. 1 under Rajpur-Sonarapur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarapur, District-24-

Parganas South And **ALL THAT** the said pieces and parcels of land containing by estimation an aggregate area of 2 Bighas 6 Cottahas 8 Chittacks equivalent to 77 decimals more or less and comprised in R. S, Dag Nos. 3102 and 3103 and 3104 appertaining to R. S. Khatian Nos. 666 and 684/2 TOGETHER WITH the building and/or structure standing thereon or on part thereof being J. L. No. 71, Pargana – Magura, Mouza – Jagatdal, P. S. and Sub-Registry Office –Sonarpur, District – South 24 Parganas, Kolkata-700 151 within Ward No. 25 of Rajpur – Sonarpur Municipality.

THIRD SCHEDULE ABOVE REFERRED TO
(PART-I)
(SAID FLAT)

ALL THAT the Flat being No. ----- on the ----- floor measuring an area of ----- sq. ft. of super built area more or less Together With one covered/one open car parking space in the ground floor of the said project known as “**DNP HEIGHTS**” being ----- Together with undivided proportionate indefeasible corresponding share or interest in the land comprised in the said premises and delineated and shown in the map or plan annexed hereto and thereon enclosed within **RED BORDERS**.

THIRD SCHEDULE ABOVE REFERRED TO
(PART-II)
(CAR PARKING SPACE)

ALL THAT car parking space being No. ----- earmarked for the said Flat/Unit and situate in the ground floor of the Said Premises known as “**DNP HEIGHTS**”.

FOURTH SCHEDULE ABOVE REFERRED TO
 (common parts and facilities)

1. Stair case on all the floors.
2. Stair case landing and passages on all floors
3. Lift Well.
4. Lift with all its accessories.
5. Lift machine room, stair room in the roof.

6. Columns foundations and plinths.
7. Common passage and entrance lobby on the ground floor excepting car parking area and any commercial space.
8. Underground and overhead reservoirs.
9. Water pumps and pipe lines leading to the flats.
10. Generator for common services.
11. All sewer lines from toilets to ground floor and all internal sewer lines, drains and septic tanks.
12. Guards rooms, caretakers rooms, toilets meter room children's play rooms and other rooms and facilities in the ground floor.
13. Boundary wall around the premises.
14. All other amenities that is for common use of all the flat owners.

FIFTH SCHEDULE ABOVE REFERRED TO

(common expenses and deposit)

1. The costs of cleaning and lighting the main entrance passages landing staircases and other part of the said building so enjoyed or use by the purchasers in common as aforesaid and keeping the adjoining side space in good and repaired condition.
2. The costs or the salaries of the officers, clerks, bill collectors, liftmen, security guards, sweepers, caretakers, electricians, plumbers and other service staff.
3. The costs of working and maintenance of lifts, generator, and other light and service charges.
4. Municipal and other taxes and outgoing save those separately assessed on the flat owner or other co-flat owner.
5. Such other expenses as are deemed by the developer or the Association of flat owners to be necessary or incidental for the maintenance and upkeep of the said building and incidental to the ownership and holding of the land and building and the said flat and other flats and portions of the said buildings.
6. Costs of replacement of equipment or facilities such as lifts, generators, tube-well, transformer etc.
7. The fees and disbursements paid to any caretakers/ managers/agents if appointed by the developer or association of flat owners in respect of the said building.

8. Such amount as shall be declared and fixed by the developer in its absolute discretion for administration and other like-purposes (common area).
9. Deposits of the super built up area on account of electricity, generator, contingency funds towards maintenance, legal fees, club memberships and all other expenses for common use and benefits.
10. All costs of maintenance operating replacing white-washing painting rebuilding reconstructing decorating re-decorating lighting the common parts and also the outer walls of the building.
11. Costs of appointment of maintenance Company/Association.

SIXTH SCHEDULE ABOVE REFERRED TO :

(particulars and specification for construction and installations)

The quality of the structures as well as the specification, guidelines regarding strength of the building etc. as per Kolkata Municipal Corporation Rules shall be followed by the developer.

1. STRUCTURE R.C.C. frame structure with individual or combined footing foundation as per sanction plan.
2. BRICK WORK All external walls will be of brickwork and all internal wall will be bricks as per specification by the architect.
3. FLOORING All vitrified tile flooring in the living cum dinning, bedrooms and anti skid in toilets and kitchen and balcony.
4. STAIRCASE/LANDING Staircase, landing should be finished by vitrified tile/kota stone and shall have iron designed railings.
5. DOOR FRAM All doors will be come with 'Sal' wood doorframes and phenol bonded flush doors. All main doors will be made of flush door with one side tech vineer. Main door shall have night latch and the internal doors with mortise handles.
6. WINDOW All windows shall be fitted with anodized aluminum frames (matching with the elevation) and fitted with glass and locks. All windows shall also be grilled (according to specifications to be decided between the owner and the developer) from the outside.
7. WALL INSIDE Wall shall be covered with what is commonly known as Plaster of Paris.

8. TOILET WALLS Toilets walls will be covered with ceramic tiles or equivalent make up to the height of 7'.
9. WALL OUTSIDE All external walls are to be plastered by sand and cement.
10. PLUMBING LINE All water lines will be of ISI marked either GI/PVC will be concealed with standard quality fixtures.
11. SANITARY FIXTURES Toilets shall be provided with G.I. PVC pipes, one Western type pan with C.P. fittings and P.V.C. cistern and water tap with shower connected from the overhead tank, fittings in all bathrooms with hot and cold water line. White coloured sanitary ware.
12. ELECTRICALS Concealed wiring with best quality copper wiring with one A.C. point and general points like lights, fans, three plug points and modern switches in each bed room, (Kitchen/Box store rooms) and also adequate numbers of A.C. points and light, fan and plug points in living/dinning area.
13. KITCHEN Kitchen platform shall have black granite with stainless sin.
14. POWER SUPPLY Electric connection shall be provided with individual loop arrangements for all flats however all deposit towards service and individual meter shall be shared equally by all the flat owner.
15. LIFT Lift of good makers.
16. INTERCOM Intercom facility in each flat.
17. CABLE CONNECTION Cable connection in all bed rooms and living room.
18. CAR WASHING Car washing facility with the car park by way of adequate number of taps for the whole car paring area.
19. PUMP 2(TWO) Pumps (one meant as standby) with automatic pump switch.
20. WATER FILTER One suitable Water Filter of reputed made to be installed on the roof connected to the overhead reservoirs to filter boring water.

21. GENERATOR Generator facility for the common areas of the building.
22. AUTOMATIC ELEXTRONIC Automatic Electronic tripping device to avoid overload separate with the flat.
23. ROOF The roof to be coated with water proofing compound and roof tiles. A covered space on the lift machine room on the roof shall also be created for storage, etc.
24. WALLS/RAILINGS/GRILLS All walls, railings, grills of the common area and the main gate/s. etc. will also be painted with suitable acrylic paint for the walls and other suitable quality metal paint for railings, grills etc.

SEVENTH SCHEDULE ABOVE REFERRED TO
(Break up of Consideration)

1. Rate of flat per sq. ft. -----
2. Rate car parking per sq. ft. -----
3. G. S. T. @ 12% -----
4. Discount @----- on G.S.T.
5. Net flat rate including car parking -----
6. Final rate of G. S. T. @ 12%

EIGHTH SCHEDULE ABOVE REFERRED TO
(Additional Payments and/or deposits)

1. Sinking fund @ Rs. 50/- per sq. ft. (Payable to Associate Developer) S.B. Area
2. Legal Charges @ Rs. 24,000/- per flat (Payable to T. C. Ray & Co., 50% at the time of execution and registration of the agreement and 50% at the time of execution and registration of the conveyance).

3. Club, Pool and games @ Rs.40/- per Sq.Ftt payable to Associate Developer on S.B. Area.
4. Maintenance @ Rs. 2/ per sq. ft. (together with advance deposit for 12 months) payable to Developer S.B. Area.
5. Mutation charges @ Rs. 20,000/- per flat (payable to Developer)
6. Generator charges @ Rs. 20/- per sq. ft. (payable to Developer) S.B. Area
7. Transformer charges @ Rs. 100/- per sq. ft. (payable to Developer) S.B. Area
8. Society formation charges @ Rs. 5000/- per flat (payable to Associate Developer).

NINTH SCHEDULE ABOVE REFERRED TO
(STIPULATIONS)

1. **Right of Common Passage on Common Portions :** The right of common passage, user and movement in all Common Portions.
2. **Right of Passage of Utilities :** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Building/Said Complex/Said Premises including the other Flats/spaces and the Common Portions.
3. **Right of Support and Protection :** Right of support, shelter and protection of each portion of the said Building/Said Premises by other and/or others thereof.
4. **Right over Common Portions :** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained.
5. **Right of Entry :** The right, with or without workmen and necessary materials, to enter upon the Said Building, including the Said Flat And Appurtenances or any other Flat for the purpose of repairing any of the Common Portions or any appurtenances to any Flat and/or anything comprised in any Flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty-eight) hours prior notice in writing to the persons affected thereby.
6. **Access to Common Roof :** Right of access to the Common Roof.

TENTH SCHEDULE ABOVE REFERRED TO :
(Increased cost owing to variation or extra-works)

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on the ---- day of----- 2019.

SIGNED SEALED AND DELIVERED by
Owners at Kolkata in the presence of :

SIGNED SEALED AND DELIVERED by
Developer at Kolkata in the presence of:

SIGNED SEALED AND DELIVERED by
Associate Developer at Kolkata in the
presence of :

SIGNED SEALED AND DELIVERED by the
PURCHASER at Kolkata in the presence of :

RECEIVED this day from the
within-named Purchaser Rs.
----- (Rupees -----)
being the withinmentioned Consideration
in the manner specified hereunder : Rs.

MEMO OF CONSIDERATION

WITNESSES

DATED THE ----- DAY OF 2019

B E T W E E N

ASOK KUMAR BHATTACHARYA & ORS.

A N D

STARLITE INFRACON PVT. LTD.

A N D

PANCHMUKHI PROMOTERS PVT. LTD.

A N D

AGREEMENT FOR SALE

T. C. RAY & CO.
Solicitors & Advocates
6, Old Post Office Street
Calcutta.