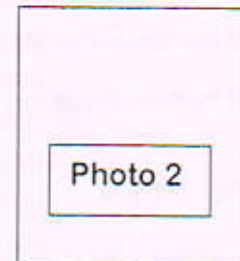
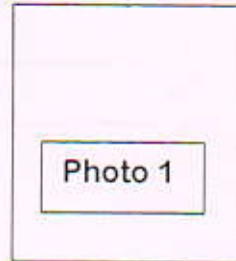


SHIVOHAM BUILDERS & DEVELOPERS

The Meridian Building,
Ground Floor, VIP Road,
Opp. VIP Big Bazaar,
Kolkata - 700 059.



APPLICATION FOR SPACE BOOKING OF A RESIDENTIAL FLAT AT " SHIVOHAM COURT ".

To,
Shivoham Builders & Developers
The Meridian Building, Ground Floor, VIP Road, Opp. VIP Big Bazaar
Kolkata - 700 059.

Sir/Madam,

I am/we are interested in buying a residential flat in your residential project "SHIVOHAM COURT" at Panchwati Complex, V.I.P. Road, Kolkata. I/We pay in Cash/DD/Banker's Cheque/Local Cheque bearing No _____ Drawn on _____ (Bank) _____ (Branch) Dated for Rs. _____ (Rupees _____ only) In favor of Shivoham Builders & Developers.

Booking Details:

Flat No	Floor	Area (Sq. Ft)	Rate per Sq. ft.	Car Parking	Date of Agreement

Dated _____

Place _____

Sign 1. _____

Sign 2. _____

I/We furnish the necessary particulars as under:

- i. Name of the Applicant : _____
- ii. Name of Father / Husband : _____
- iii. Name of the Co-applicant : _____
- iv. Name of Father / Husband : _____
- v. A) Mailing Address _____

- B) Permanent Address _____

- vi. Contact Details: Applicant _____
Tel No. _____
(M) No. _____
Email _____
- Co - Applicant _____

- vii. Date of Birth _____ (Applicant) _____ (Co -applicant)
- viii. Occupation _____ (Applicant) _____ (Co -applicant)
- ix. Nationality _____ (Applicant) _____ (Co -applicant)
- x. PAN No. _____ (Applicant) _____ (Co -applicant)
- xi. Source of Finance: Own Source / Housing Loan.

Certified that the particulars given above are true to the best of my/our knowledge and belief.

Date: _____ Signature 1. _____

Place: _____ Signature 2. _____

The applicant shall execute the following Payment Terms:

Payment Schedule:

1. ON BOOKING	:-	Rs. 200000
2. ON AGREEMENT (WITHIN 15 DAYS OF BOOKING)	:-	10%
3. COMPLETION OF PILING/ BASEMENT RAFT	:-	10%
4. COMPLETION OF FOUNDATION	:-	10%
5. COMPLETION OF FIRST FLOOR ROOF CASTING	:-	10%
6. COMPLETION OF SECOND FLOOR ROOF CASTING	:-	10%
7. COMPLETION OF THIRD FLOOR ROOF CASTING	:-	10%
8. COMPLETION OF FOURTH FLOOR ROOF CASTING	:-	10%
9. COMPLETION OF BRICK WORK OF SAID FLAT	:-	10%
10. COMPLETION OF FLOORING OF SAID FLAT	:-	10%
11. ON POSSESSION/REGISTRATION WHICHEVER IS EARLIER	:-	10%

Date: _____

Sign 1. ✓ _____

Place: _____

Sign 2. _____

EXTRA COST SHEET:

	<u>3 BHK</u>	<u>2 BHK</u>
1. TRANSFORMERS & ELECTRICAL METER/LINE EXPENSES	:- Rs. 65000	Rs. 55000
2. GENERATOR	:- Rs. 35000	Rs. 30000
3. LEGALCHARGES	:- Rs. 25000	Rs. 20000
4. MAINTENEANCE DEPOSITS	:- Rs. 25000	Rs. 20000
TOTAL	:- Rs. 150000	Rs. 125000

CANCELLATION / NOMINATION CHARGES:-

CANCELLATION BEFORE EXECUTION OF SALE AGREEMENT.	:- Rs. 75000	Rs. 50000
CANCELLATION AFTER EXECUTION OF SALE AGREEMENT.	:- Rs. 150000	Rs. 100000
NOMINATION CHARGES.	:- Rs. 150000	Rs. 100000

NOTE: - VAT, SERVICE TAX & OTHER TAXES EXTRA (AS APPLICABLE)

Dated _____

Sign 1. ✓ _____

Place _____

Sign 2. _____

ACCEPTED

PAPERS / DOCUMENTS REQUIRED AT THE TIME OF BOOKING.

1. PASSPORT SIZE PHOTO - 3 Pcs.
2. SELF ATTESTED PHOTOCOPY OF PAN CARD.
3. SELF ATTESTED PHOTOCOPY OF ADDRESS PROOF.

AGREEMENT FOR SALE

THIS AGREEMENT made this ____ day of _____ Two Thousand and Sixteen (2016).

B E T W E E N

- 1) **M/S. SHIVOHAM PROPERTIES : (PAN NO. ACOFS 5860 Q)**
- 2) **M/S. SHIVOHAM REALTORS : (PAN NO. ACOFS 5856 L)**
both partnership firms constituted in accordance with the provisions of Indian Partnership Act, 1932, both the firms having its office at **The Meridian**” Municipal Holding No. RGM/M/08/2005-2006, Room No. G/3B, Ground Floor, Raghunathpur, V.I.P. Road, Kolkata 700059, Post Office Deshbandhu Nagar, Police Station Baguihati, all the partnership firm represented by their partners namely :-

- a. **SRI GANESH MUNDRA ALIAS SRI GANESH MUNDHRA (PAN: AELPM 0680 B)**, son of Sri Ramananda Mundhra, residing at “Parvati Vihar” Flat No. E-2/B, 52/6, V.I.P Road, Raghunathpur, Kolkata 700059, Post Office Deshbandhu Nagar, Police Station Baguihati.
- b. **SRI AMIT AGARWAL, (PAN AGSPA 0658A)** son of Sri Om Prakash Agarwal, at present residing at 82, Ultadanga Main Road, Natural View, Flat No.12 H, Kolkata 700067 Post Office Ultadanga, Police Station Ultadanga..
- c. **SRI VAIBHAV LOHIA, (PAN ACNPL 1439M)** son of Sri Bimal Kumar Lohia, at present residing at 12C, Lord Sinha Road, Flat No, 6B, Kolkata 700 071, Post Office Park Street, Police Station Shakespeare Sarani.
- d. **SRI JITENDRA AGARWAL, (PAN AISPA 5532D)**, son of Sri Devi Ram Agarwal, presently residing at Aradhana Apartment, Flat No. 3B, 3rd Floor, 27, Rafi Ahmed Kidwai Road, Kolkata 700055, Post Office Dum Dum, Police Station South Dum Dum.
- e. **SRI NARAYAN LOHIA, (PAN ABSPL 0900B)** S/o, Sri Jugal Kishore Lohia, residing at “Parvati Vihar”, Flat No. D/1A, 1st Floor, 52/6, V.I.P. Road, Kolkata -700059, Post Office Deshbandhu Nagar, Police Station Baguihati.

Hereinafter referred to as ‘the **OWNERS/ VENDORS** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his respective legal heirs, legal representatives, executors, administrators etc.) of the **FIRST PART**.

A N D

MESSERS SHIVOHAM BUILDERS & DEVELOPERS, (PAN ACOFS5859F) a partnership firm constituted in accordance with the provisions of Indian Partnership Act, 1932, having its office at **The Meridian**” Municipal Holding No. RGM/M/08/2005-2006, Room No. G/3B, Ground Floor, Raghunathpur, V.I.P. Road, Kolkata 700059, Post Office Deshbandhu Nagar, Police Station Baguihati, represented by its partners namely :-

- a. **SRI GANESH MUNDRA ALIAS SRI GANESH MUNDHRA (PAN : AELPM 0680 B)**, son of Sri Ramananda Mundhra, residing at “Parvati Vihar” Flat No. E-2/B, 52/6, V.I.P Road, Raghunathpur, Kolkata 700059, Post Office Deshbandhu Nagar, Police Station Baguihati.
- b. **SRI AMIT AGARWAL, (PAN AGSPA 0658A)** son of Sri Om Prakash Agarwal, at present residing at 82, Ultadanga Main Road, Natural View, Flat No.12 H, Kolkata 700067 Post Office Ultadanga, Police Station Ultadanga..

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- d. **SRI JITENDRA AGARWAL, (PAN AISPA 5532D)**, son of Sri Devi Ram Agarwal, presently residing at Aradhana Apartment, Flat No. 3B, 3rd Floor, 27, Rafi Ahmed Kidwai Road, Kolkata 700055, Post Office Dum Dum, Police Station South Dum Dum.
- e. **SRI NARAYAN LOHIA, (PAN ABSPL 0900B)** S/o, Sri Jugal Kishore Lohia, residing at “Parvati Vihar”, Flat No. D/1A, 1st Floor, 52/6, V.I.P. Road, Kolkata -700059, Post Office Deshbandhu Nagar, Police Station Baguihati.

Hereinafter referred to as ‘the **DEVELOPER**’ (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its partners and successor or successors-in-office and/or assigns) of the **SECOND PART**.

A N D

SRI/SMT _____

_____ hereinafter referred to as ‘the **PURCHASER**’ (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include **his/her/its** respective legal heirs, legal representatives, executors, administrators etc.) of the **THIRD PART**.

PAN :

WHEREAS one **Smt. Manju Chandak, Rama Chandak and Alka Chandak** executed a registered Deed of Conveyance dated 24th July, 2014 in favour of the M/s. Shivoham Properties and M/s. Shivoham Realtors the **OWNERS/VENDORS** herein and the same was duly registered before Additional Registrar of Assurances–II, Kolkata, and duly recorded in Book No. I, Volume No. 45, Pages 2941 to 2959, Being No. 09352 for the year 2014 in respect of land, **All That** piece and parcel of land admeasuring an area of 9 (Nine) Cottahs and 3 (Three) Chittacks more or less under Mouza Kaikhali, Comprises in J.L. No. 5, Tauzi No. 172, R.S. & L.R. Dag No. 590, R.S. Khatian No. 49, L.R. Khatian Nos. 885, 886 & 887, Ward No. 10, Internal Plot No. 21 & 22, within the local limit of Rajarhat Gopalpur Municipality, Municipal Holding No. AS/410/BL-KB/14-15, Police Station formerly Rajarhat, thereafter Airport and presently Baguihati, District 24 Parganas North Together with Old dilapidated structure admeasuring an area about 700 Sq. Ft. and electric and/or other installations, together also with easements and all other rights, liberties, privileges and benefits appurtenant thereto, along with benefit of building sanction plan being No. 935/14-15, dated 21st July 2014.

AND WHEREAS subsequent to the above said purchase the Owners/Vendors mutated their name in the record of right of the concern B. L. & L. R. O. and obtained new L. R. Khatian No. 2296 and 2297 and paying tax regularly.

AND WHEREAS the **OWNERS/VENDORS** in the manner above became the absolute owner of said land and seized and possessed of and/or otherwise well and sufficiently entitled to inter alia, **All That** piece and parcel of land admeasuring an area of 9 (Nine) Cottahs and 3 (Three) Chittacks more or less under Mouza Kaikhali, Comprises in J.L. No. 5, Tauzi No. 172, R.S. & L.R. Dag No. 590, R.S. Khatian No. 49, L.R. Khatian Nos. 885, 886 & 887, present L. R. Khatian Nos. 2296 and 2297, Ward No. 10, Internal Plot No. 21 & 22, within the local limit of Rajarhat Gopalpur Municipality, Municipal Holding No. AS/410/BL-KB/14-15, Police Station formerly Rajarhat, thereafter Airport and presently Baguihati, District 24 Parganas North, herein after referred to as the **Said Premises** more fully and particularly mentioned in the **FIRST SCHEDULE** herein below;

AND WHEREAS by an Agreement dated 26th June 2015 entered into between the **OWNERS/VENDORS** and the Developer , the Owners/Vendors has granted the Exclusive right of the development in respect of the said Premises and construction of new building thereat unto and in favour of the Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (Herein after referred to as the **Development Agreement**) and as per building sanction plan being No. 935/14-15, dated 21st July 2014.

AND WHEREAS the **OWNERS/VENDORS** also executed a registered Power of attorney dated 3rd July, 2015 in favour of a) Sri Ganesh Mundhra, b) Sri Vaibhav Lohia, c) Amit Agarwal, d) Narayan Lohia and d) Jitendra Agarwal, which was duly registered before the Additional Registrar of Assurances –III, Kolkata and duly recorded in Book No. IV, CD Volume No. 1903-2015, Pages 13891 to 13935, Being No. 190303678 for the year 2015, for construction of new building in the said Premises.

Prior to entering into this agreement, the Purchaser has examined and got **himself/herself/itself** fully satisfied about the title of the **OWNERS/VENDORS** of the **Said Premises** and accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Purchaser has also inspected the Building Plan sanctioned by the Rajarhat Gopalpur Municipality in respect of the said building and/or buildings and has also satisfied **himself/herself/itself** with regard to the intention and/or plan of the **DEVELOPER** and covenants not to raise any objection with regards thereto. The Purchaser has also satisfied **himself/herself/itself** with regard to the dimensions/ measurement/ specifications and other details whatsoever with regard to the said building and/or buildings and also the said Unit/Flat described, in the **SECOND SCHEDULE** hereunder written and intended to be purchased by the Purchaser.

The Purchaser being desirous of purchasing and acquiring **All That** the said Unit/Flat and car parking space morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written approached the Developer agreed to at or for the consideration and on the terms and conditions hereinafter appearing:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

ARTICLE – I – DEFINITIONS

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

- 1.1 **ARCHITECT** shall mean Maniramka & Associates, 74B, A. J. C. Bose Road Kolkata 700 016 or any other firm of architects as may be appointed by the **Developer**.
- 1.2 **BUILDING** shall mean the all such building and/or buildings and/or other structures to be constructed at the Said Premises in accordance with the plan already sanctioned by the authorities concerned with such variations by the **Developer** and the same will be known as “**SHIVOHAM COURT**”.
- 1.3 **COMMON FACILITIES** shall include lifts, corridors, stairways, landings, water reservoir, tubewell, pump, passageways, driveways, and generator if any and other spaces and facilities whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building(s) and / or common facilities or any one of them as the case may be.
- 1.4 **COMMON AREAS AND INSTALLATIONS** shall mean and include the areas of installations and facilities comprised in the Said Premises as mentioned and specified in the **THIRD SCHEDULE** hereunder written and expressed or intended by the **Developer** for common use and enjoyment of the Purchasers But shall not include any open terrace and the right, title, interest of the said open terrace and same will be exclusive and on behalf of the **Developer** of the New Building and/or Buildings attached to any flat/unit and also shall not include the parking spaces both open or covered at or within the Said Premises which the **Developer** may use or permit to be used for parking of motor cars and other vehicles and the **Developer** shall have the absolute right to deal with the same, to which the purchasers hereby consents.
- 1.5 **COMMON EXPENSES/THE MAINTENANCE EXPENSES** shall mean the proportionate share of common expenses to be paid, borne and contributed by the intending purchaser for enjoying of common services briefly described and without limitation in **SIXTH SCHEDULE** hereunder written.

- 1.6 **PARKING SPACES** shall mean spaces in or portions of the ground floor of the new building and also spaces in the open compound at the ground level of the premises for parking of medium sized motor cars, two wheelers and other vehicles permitted by the **Developer** at their sole discretion.
- 1.7 **PREMISES** shall mean **All That** the Holding no. AS/410/BL-KB/15-16 more fully and particularly described in the **FIRST SCHEUDLE** hereunder written.
- 1.8 **SANCTION PLAN** shall mean the Building plan sanctioned by the authorities concerned being no. 935/14-15, dated 21st July 2014 and shall include such modification or variation as may be made by the **Owners/Developer** from time to time with prior sanction from the authorities concerned.
- 1.9 **THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO** shall mean all that the said **Flat/Unit/Apartment No. _____** on the _____ **floor** of the building containing by admeasurements _____ **Sq. Ft.** (Super Built-up Area) **AND TOGETHER WITH** the undivided proportionate share in the land comprised in the Said Premises attributable thereto **AND TOGETHER WITH** the undivided proportionate share in common parts portions areas and facilities and / or amenities.
- 1.10 **SUPER BUILT UP AREA** shall mean the saleable area which includes the built up area of the unit/flat together with the proportionate areas of the common parts and portions of the building and in this regard the certificate of the Architect shall be final and binding upon the Purchaser(s).
- 1.11 **HOUSE RULE** shall mean the rules and regulation as may from time to time be framed by the Flat Owners and/or facility Management Company regarding the user/holding of the Units as also user of common parts and facilities at the building as hereinafter provided.
- 1.12 **COMMON PURPOSE** shall mean and include the purpose of maintaining the said building and in particular, maintenance of the common parts, facilities and essential services and also the common use and enjoyment thereof and also meeting of the common expenses and matters relating to the mutual rights and obligations of the purchasers of various Units/Flats at the building.
- 1.13 **TRANSFERER** with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi storied building to purchaser (s) thereof although the same may not amount to a transfer in law.
- 1.14 **TRANSFREE** shall mean a person to whom any space in the building has been transferred.

- 1.15 **PURCHASER** shall mean the purchaser above named and shall include as follows:-
- a) In case of an individual the term purchaser shall include his / her heirs legal representatives, executors, administrators and assigns;
 - b) In case of a Limited Company the term purchaser shall include its successors and/or successors in interest and assigns;
 - c) In case of Partnership the term purchaser shall include the partner for the time and their respective heirs legal representatives executors administrators and assigns;
 - d) In case of a Hindu Undivided Family the term purchaser shall includes, the term purchaser shall include its Karta and the other members of the HUF and their respective heirs; legal representatives executors administrators and assigns;
 - e) In case of a Trust the term purchaser shall includes, the term purchaser shall include The Trustee and / or Trustees for the time being of the said Trust and his/ their successor or successors in office / interest and assigns.
- 1.16 **MASCULINE GENDER** shall include feminine gender and vice versa.
- 1.17 **SINGULAR GENDER** shall include plural number and vice versa.
- 1.18 **FACILITY MANAGEMENT COMPANY (FMC)** shall mean and include an Association or Syndicate or Society to be formed by the Units/ Flats Owners.

ARTICLE – II – INTERPRETATIONS

- 2.1 In this Agreement (save to the extent that the context otherwise so requires):-
- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issue under it.
 - ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or notated.
 - iii) An obligation of the Purchaser in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
 - iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
 - v) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.

- vi) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
- vii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- viii) The Schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE – III – COMMENCEMENT

This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution of this Agreement.

ARTICLE–IV–WARRANTIES AND CONFIRMATION BY THE PURCHASER

At or before entering into this Agreement the Purchaser:-

- I. Has carried out independent searches and has satisfied himself/herself as to the title of the owners and developer.
- II. Has inspected the development Agreement and has fully understood the contents and purports thereof.
- III. Has inspected and taken copy of the plan sanctioned by the authorities concerned.
- IV. Acknowledges and confirms to has known and seen that the developer has applied for revision of plan for obtaining sanction of additional floor or floors.
- V. Has caused this agreement to be vetted and finalized by the advocate appointed by the Purchaser.
- VI. Confirm that there is no dominion and/or domination on the part of the Seller and/or owner in causing the Purchaser to enter into this agreement.
- VII. Confirm that the purchaser has agreed to enter into this agreement after having fully understood all the terms and conditions and /or the purport thereof.
- VIII. Acknowledges that the consideration amount agreed to be paid has been arrived at after taking into account that the developer has reserved the right for itself to make additional and/or further construction if permissible in accordance with the plan which may be sanctioned by the authorities concerned.
- IX. Acknowledges that the right of the Purchaser shall remain restricted to the said Unit/Flat and the right of use of various common parts and portions of the building and that the purchaser shall have no right over and in respect of the other parts and portions of the said building and/or Plot of land.
- X. Is fully satisfied as to the total super built up area to comprise in the said Unit.
- XI. Acknowledges that while entering into this agreement there has been calculation of the common areas and is proportionate apportionment based on

the plan sanctioned including its revision for the additional floor by the authorities concerned.

- XII. Acknowledges to receive the draft copy of the sale agreement at the time of booking of the said Unit/Flat.

And has agreed not to raise any objection whatsoever or howsoever.

ARTICLE – V - SALE AND TRANSFER

In consideration of the various amounts to be paid by the Purchaser and subject to Purchaser's performing and observing all the conditions and covenants to be performed and observed on the part of the Purchaser, the Owners/Developer have agreed to sell and transfer **All That the Flat/Unit/Apartment No. ____** on the ____ **floor** and ____ Car Parking Space of the said building now in course of construction at the Said Premises and **TOGETHER WITH** the undivided proportionate impartible share in the land comprised in the Said Premises attributable thereto (more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

ARTICLE – VI - CONSIDERATION / PAYMENT

- 6.1 In consideration of the aforesaid, the Purchaser has agreed to make payment of a sum of **Rs. _____/- (Rupees** **only) plus tax at applicable rates**, hereinafter called the **CONSIDERATION AMOUNT** (which amount includes the cost of construction of the said Flat /Unit /Apartment, common parts and facilities).
- 6.2 In addition to the aforesaid consideration the Purchaser has also agreed to pay to the **Developer** various amounts (more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written.
- 6.3 Time for payment being the essence of the contract. In the event of any default on the part of the Purchaser in making payment of any of the amounts agreed to be paid in terms of this Agreement the **Developer** shall be entitled to claim interest at the rate of 12% per annum on the amount remaining outstanding subject to what is provided hereinafter and/or the **Developer** will be at liberty to forfeit 25% of the total agreed consideration value and cancel the instant Agreement For Sale without any prior information to the Purchaser. The Purchaser shall not raise any objection to the same.
- 6.4 The Purchaser agree and covenants not to claim any right or possession over and in respect of the said Flat/Unit/Apartment till such time the Purchaser have made and/or deposited all the amounts herein agreed to be paid or deposited by the Purchaser and/or the unit/flat is ready for occupation.

- 6.5 It is hereby agreed and declared that the Purchaser has agreed and committed himself/ herself/itself to make payment of the amounts payable in terms or these presents and the **Developer** inform orally and/or issue notice informing the Purchaser about the status of the construction of the building time to time and may demand for payment of the amounts payable in terms or these presents by the Purchaser.

ARTICLE -VII- CONSTRUCTION, COMPLETION AND POSSESSION

- 7.1 The **Developer** shall construct erect and complete the said building and/or the said Flat/Unit/Apartment with such materials and/or specifications (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) or as shall be recommended by the Architect and the Purchaser has agreed not to raise any objection whatsoever or howsoever.
- 7.2 The said Flat/Unit/Apartment shall be constructed in accordance with the said Plan duly sanctioned by the authorities concerned with such modifications or alternations as may be deemed fit and proper by the **Developer** or the Architect or as may be required by the authorities concerned and the Purchaser hereby consents to the same and hereby further agree not to have or raise any objection in the **Developer** and/or the Architect making such alterations or additions.
- 7.3 The Purchaser shall not do any act deed or thing whereby the construction or development of the Said Premises is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained.
- 7.4 The lay out plans and building plans, Specification of building complex and apartments are tentative and are subject to variation. The lay out of Plans, Roads, Windows, Doors, elevation etc. will vary from sample flat, if any. The **Developer** may effect such variations, additions, alterations, deletions and/or modifications therein as it may at its sole discretion. The dimensions of the various portions of the individual flats are tentative and may vary due to site conditions and/or technical reasons.
- 7.5 Unless prevented by circumstances beyond the control and/or any other circumstances amounting to Force Majeure, the construction of the Said unit/ Flat shall be completed on or before 31st December, 2017 with a grace period of 6 (six) months (hereinafter referred to as the **COMPLETION DATE**).
- 7.6 Immediately after the said Flat/Unit/Apartment is ready and made fit for habitation (and in this regard the decision of the Architect shall be final and binding) the **Developer** shall serve a notice on the Purchaser and within 15 days from the date of such notice (hereinafter referred to as the **POSSESSION**

DATE) the Purchaser shall be deemed to have taken over possession of the said Flat /Unit Apartment for the purpose of making payment of the common expenses and maintenance charges **PROVIDED HOWEVER** in no event the Purchaser will be entitled to claim physical possession of the said Flat/Unit/Apartment until such time the Purchaser has made full payment and/or deposited all the amounts payable by the Purchaser to the **Developer** and the **Developer** shall not be liable to deliver possession of the said Flat/Unit/Apartment until such time the Purchaser has made full payment of the amounts agreed to be paid by the Purchaser/s in terms of this Agreement.

- 7.7 From the Date of Possession the Purchaser shall be liable to and agree to pay and contribute the proportionate share of electricity security deposit, Municipal rates, Service tax, multi-storied taxes and other taxes, and service charges and all other statutory outgoings payable presently or which may be imposed or levied in future in respect of the said Flat/Unit/Apartment and proportionately for the whole building and Premises regularly and punctually whether actual physical possession of the said Flat/ Unit/ Apartment is taken or not by the Purchaser.
- 7.8 In no event the Purchaser shall be entitled to have any claim against the Developer of the said New Building and the said Flat/ Unit/ Apartment are not completed within the completion date, if the **Developer** is prevented from any circumstances beyond the control of the **Developer** and the certificate of the Architect in this regard shall be final and conclusive and binding on the parties.

ARTICLE -VIII- CONVEYANCE DEED

Subject to the Purchaser herein duly making payment of the aforesaid agreed consideration money as also the amount of costs and expenses as also advances and deposits mentioned in Part- I, and Part –II, of the Fourth Schedule hereunder written and all other amounts payable by the Purchaser as per this Agreement and further duly observing and performing the various terms conditions and covenants herein contained and on the part of the Purchaser to be observed and performed, the Developer herein shall complete the sale and/or transfer in respect of the “Said Unit” by executing and registering appropriate deed of Conveyance/Transfer in favour of the Purchaser herein.

The Purchaser hereby agrees to have the proposed deed of Conveyance/Transfer in respect if the said unit/flat executed and registered by the Developer.

ARTICLE -IX- DOCUMENTATION AND PROFESSIONAL CHARGES

- 10.1 Advocate Shall mean **M/S. NISHANT KR. SARAF ADVOCATES** of 8, Old Post Office Street, 2nd Floor, Kolkata- 700 001, has prepared this Agreement

and shall draw all papers documents and drafts required for and/or in connection with the registration of deed of conveyance and/or Agreement for Sale.

- 10.2 The Stamp Duty, registration charges, user charges, copy writing charges and incidental expenses for and/or in relation to execution and registration of the Agreement for Sale and/or Deed of Conveyance in respect of the said Flat/ Unit/ Apartment 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 including Advocate fees.

ARTICLE -X- TERMINATION AND CANCELLATION

The **Developer** shall be entitled to terminate and/or rescind this Agreement if:

- i) The Purchaser shall fail to make payment of the amounts due and payable in terms of this Agreement or
- ii) Shall commit any breach of any of the terms and conditions herein contained and on the part of the Purchaser to be paid performed and observed.

Then on the happening of any of the aforesaid events, the **Developer** shall be entitled to cancel and/or rescind and/or terminate this Agreement with or without assigning any reason and upon such termination and/or cancellation, the Purchaser shall cease to have any right under this agreement or in respect of the flat/unit/apartment intended to be acquired by the Purchaser. Upon such termination, the **Developer** shall be entitled to refund the entire earnest money received by the Developer till the date of cancellation after deducting sum of Rs 1,00,000/- for 2 BHK and Rs.1,50,000/- 3 BHK. The Developer shall refund the amount to the Purchaser only after reselling of the said flat/unit to the third Party.

ARTICLE -XI- FORCE MAJEURE

The **Developer** shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the **Developer** to be performed and observe if it is prevented by any of the conditions herein below:-

- i) Fire.
- ii) Natural calamity.
- iii) Tempest.
- iv) Labour unrest.
- v) Local problem and/or local disturbance.
- vi) Any prohibitory order from the court, Airport Authority, Rajarhat Gopalpur Municipality and/or authorities and/or any Corporation.
- vii) Any other unavoidable circumstances beyond control of the **Developer**.

- viii) Unavailability of raw materials that is cement, Flooring/ Sanitary items. pipes etc

ARTICLE –XII- MISCELLANEOUS

1. The Purchaser shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said Flat/Unit/Apartment without the consent in writing of the **Developer** till such time the Purchaser has fulfilled all the obligations and the possession of the said Flat/Unit/Apartment has been obtained by the Purchaser.
2. It is agreed that the Purchaser from the date hereof is not entitled to assign and/or transfer his/her/its rights under this Agreement relating to the said Flat /Unit /Apartment to any party, save and except after paying the transfer fees to the Developer herein.
3. It is also agreed that in the event the Purchaser may or can assign and/or transfer his/her it/their rights relating to the said Flat/Unit/ Apartment under this agreement to any third party only upon the payment of the charges a sum of Rs. 1,00,000/= (Rupees One Lac) only for 2 BHK and a sum of Rs. 1,50,000/= (Rupees One Lac and Fifty Thousand) only for 3 BHK on such assignment/transfer hereinafter referred as the **TRANSFER FEES** to the **Developer** and simultaneously, the **Developer** upon the receipt of the said Transfer Fees shall allow the said transfer, subject to the said transfer shall be coupled with the undertaking of the third party to observe/fulfill the obligations to be observed/fulfilled by the Purchaser herein.
4. The Apartment at the said premises shall be known by the name of “**SHIVOHAM COURT**”, and the said name shall not be changed under any circumstances.
5. This Agreement is being signed in duplicate and each of it would be treated as the original.
6. For the purpose of acquiring the said Flat/Unit/Apartment in the aforesaid Building the Purchaser will be entitled to apply for and obtain financial assistance from banks and other financial institutions but in no event the **Developer** will be liable or assume any liability for such loans and granting of any loan will always be subject to the terms and conditions herein contained.
7. The **Developer** and the Purchaser has entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the **Developer** and the Purchaser or to be construed as a joint venture or joint ventures between the Purchaser and the **Developer** nor shall the **Developer** and the Purchaser constitute an association

of persons. Such party shall keep the other party duly indemnified from and against the same.

8. This Agreement contains the entire Agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both the parties. The Purchaser acknowledge upon signing this agreement, conditions, stipulation, representations guarantees or warranties have been made by the **Developer** other than what is specifically set forth herein. In the event of any of the clauses becoming void and/or unenforceable then and in that event the other clauses such survive.
9. This Agreement supersedes all other agreements arrangements, understanding or brochure and in no event the Purchaser shall be entitled to set up any oral Agreement.

ARTICLE-XIII- NOTICE

All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

ARTICLE-XIV – SERVICE TAX

The implication of service tax have become operative w.e.f 1st day of July, 2010 under the provision of Section 76 and 77 of the Finance Act, 2010 and hence it has become obligatory on the part of the developer imposed the same at a rate prevailing and determined in consonance with the relevant provision with the said Finance Act, 2010.

ARTICLE-XV-JURISDICTION

Only Courts of Kolkata shall have the sole and specific jurisdiction to entertain and try all actions suits and proceedings arising out of this Agreement.

ARTICLE-XVI-ARBITRATION

All disputes between the Parties relating to this Agreement or its interpretation shall be referred to the Arbitration of such a person as mutually agreed (the "**Tribunal**"). In case no agreement can be reached in selecting the person, the Tribunal shall consist of three arbitrators one each to be appointed by the Parties and the third to be appointed by the two arbitrators so appointed. The Tribunal shall proceed summarily and not give any reason for its Award and may give interim Awards and/or directions. The Tribunal may avoid such rules, procedures and/or evidences which can be lawfully avoided by the mutual consent of or directions of the Parties, such consent or direction will be deemed to have been hereby given. The language of the Tribunal shall be English and its proceedings will be held in Kolkata unless otherwise agreed. The award of the Tribunal shall be final and binding upon the Parties.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)

All That piece and parcel of land admeasuring an area of 9 (Nine) Cottahs and 3 (Three) Chittacks more or less under Mouza Kaikhali, Comprises in J.L. No. 5, Tauzi No. 172, R.S. & L.R. Dag No. 590, R.S. Khatian No. 49, L.R. Khatian Nos. 2269 and 2297, Ward No. 10, Internal Plot No. 21 & 22, within the local limit of Rajarhat Gopalpur Municipality, Municipal Holding No. AS/410/BL-KB/14-15, Present Holding No. AS/410/BL-KB/15-16, Post Office Airport, Police Station formerly Rajarhat, thereafter Airport and presently Baguihati, District 24 Parganas North, butted and bounded as under:-

ON THE NORTH	:	By G+5 storied residential building named “Royal Regency Apartment”.
ON THE SOUTH	:	By G+5 storied residential building named “Radhe Krishna Enclave”.
ON THE EAST	:	By G+5 storied residential building named “Balaka Apartment”.
ON THE WEST	:	By Municipal Road.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID FLAT AND THE PROPERTIES APPURTENENT THERETO)

ALL THAT the Unit in or portion of the New Building being **Flat/Unit No.** _____ containing a super built-up area of _____ Square Feet more or less on a portion on the _____ **floor**, in the building known as “**SHIVOHAM COURT**”, at the Said Premises **TOGETHER WITH** proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the **THIRD SCHEDULE** hereunder written attributable to the Said Flat/ Unit **AND TOGETHER WITH** proportionate undivided undemarcated indivisible impartible share in the land described and mentioned in the **FIRST SCHEDULE** hereinabove written attributable to the said Unit/Flat at the Said Premises.

AND

ALL THAT piece or parcel of a open/covered medium size car parking space measuring **100 Sq. Ft.** more or less in the Ground Floor, of the said building written alongwith undivided proportionate share of land of the said premises described under the **First Schedule** hereinabove written along with all easement right.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Common Parts and Portions)

1. Lifts, lift rooms, lift shafts, lift installations.
2. Boundary walls.
3. Main gate, entrances and exits.
4. Paths and passengers corridors.
5. Driveways.
6. Staircases, stairways, landing and lobbies.
7. Overhead reservoirs.
8. Toilets, bathrooms and fittings and fixtures.
9. Wiring, meter for lighting for common areas, etc.
10. Windows, doors, grills and other fittings of the common areas.
11. Foundation.
12. Transformer, transformer room and its installations and fittings and fixtures for lighting the staircase lobby and other common areas.
13. Generator and its installation.
14. Pump and its installations.
15. Water filtration plant and its installations.
16. Drains.
17. Sewers.
18. Such other common parts and portions as may be determined by the Developer upon completion of the new building.
19. Ultimate usage right of the Roof of the said building.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Consideration Amount)
PART – I

The consideration payable by the Purchaser to the Developer for sale of the said Unit/Flat and proportionate undivided share in the common areas and installation and the said share in the Said Premises shall be as follows:-

- (i) Consideration money for the said Unit/Flat calculated @ **Rs.** _____/-per Square Feet of the super built-up area of _____ **Sq. Ft.** **Rs.** _____/-
- (ii) Consideration money for the grant of right for parking one medium seized motor car on the **Covered/Open** car parking area of the Premises **Rs.** _____/-
- (iii) Tax as applicable rate;

Rs. _____/-

(Rupees
 Plus Tax at applicable rates

) only

PART – II

1. The amount mentioned in **PART-I** hereinabove shall be paid by the Purchaser to the Developer in installments as follows:

a.	BOOKING	:- 2 Lacs
b.	ON AGREEMENT (WITHIN 15 DAYS OF BOOKING)	:- 10 %
c.	COMPLETION OF PILING/BASEMENT RAFT	:- 10 %
d.	COMPLETION OF FOUNDATION	:- 10 %
e.	COMPLETION OF FIRST FLOOR ROOF CASTING	:- 10 %
f.	COMPLETION OF SECOND FLOOR ROOF CASTING	:- 10 %
g.	COMPLETION OF THIRD FLOOR ROOF CASTING	:- 10 %
h.	COMPLETION OF FOURTH FLOOR ROOF CASTING	:- 10 %
i.	COMPLETION OF BRICK WORK OF SAID FLAT	:- 10 %
j.	COMPLETION OF FLOORING OF SAID FLAT	:- 10 %
k.	ON POSSESSION/REGISTRATION WHICHEVER EARLIER	:- 10 %

Time for payment shall always be the essence of these presents.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Specifications)

Structure	: RCC-framed structure
Elevation	: Dignified exterior having attractive elevation with weather coat paints.
Doors	: Flush Doors
Internal Finish	: Plaster of Paris.
Windows	: Sliding Alluminium windows with smoke glass
Flooring	: Vitrified Tiles in Bedrooms, drawing/living room, Kitchen. Ceramic Tiles in Toilets. Full marble/Kota Stone in common areas like corridor and staircases etc.
Kitchen	: Counter to have black granite with stainless steel sink and Wall Tiles up to 2 (two) feet height above kitchen counter top. Provisions for exhaust fan / chimney.
Toilet	: Hot and Cold water line, designer ceramic tiles up to door height.
Elevators	: 5 (Five) Passenger lift of reputed brand
Electrical	: Concealed Copper Wiring with modular Switches. Adequate points in all living spaces having necessary plugs for electrical fittings, Geyser, A.C's, T.V. Washing machines, Micro Owen, Refrigerator,

- phone etc.
- Water Supply** : Deep Tube well water supply.
- Security** : Intercom facility.
- Treatment** : Anti termite treatment during various stages of constructions. Water proofing treatment in toilets, kitchen and roof.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Maintenance Charges)

1. **MAINTENANCE** : All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating, redecorating, renewing and replacing the main structure, all the Common Areas and Installations common machineries, equipments installations and accessories for common services utilities and facilities (including the outer walls of the New Building) gutters and water pipes, drains and electric cables and wires in under or upon the New Building, staircase of the New Building and the boundary walls of the New Building.
2. **OPERATIONAL**: All expenses for running and operating, working and maintenance of all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.) and all costs of cleaning and lighting the main entrance passage, landings, staircase and other common areas of the New Building and keeping the adjoining side space in good and repaired conditions.
3. **STAFF** : The salaries of and all other expenses on the staff (including Office Manager, clerks, bill-collector, liftman, chowkidars, sweepers, caretakers, electrician plumbers and other persons) to be employed for the common purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION** : Establishment and all other expenses of the association or cooperative society (including its formation) and also similar expenses of the Owner/ Vendor or any agency looking after the Common Purposes until handing over the same to the Association.
5. **TAXES** : Municipal and other rates, Sales Tax, VAT, Service Tax and any other Tax and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any unit).
6. **COMMON UTILITIES** : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES** : Creation of funds for replacement, renovation and/or other periodic expenses

8. **OTHERS** : All other expenses and/or outgoings including litigation expenses as are incurred by the Owner/ Vendor and/or the Association or Co-operative Society for the Common Purposes.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(Extra Charges & Deposits)

The full amount of Security Deposit and other costs payable to the WBSEB Ltd., for giving direct electric meter in respect of the Said Unit and proportionate share of the total amount of Security Deposit and other costs payable to the WBSEB Ltd., for the electric meters for maintenance running and operating any common area or installation.

Betterment fees, development charges and other levies Sales Tax, VAT, Service Tax and any other Tax duties and statutory liabilities that may be charged on the premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be.

In addition to the Extras and Deposits the purchaser shall also deposit and/or keep deposited with the Developer, a sum calculated Rs. 20,000/- for 2BHK and Rs. 25,000/- for 3BHK towards common expenses to remain in deposit with the Developer to meet there from in the event of default by the Purchasers, in making payment of the maintenance charges and proportionate liability towards the other common expenses (including those mentioned in the **SIXTH SCHEDULE** hereunder written) in terms hereof.

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

SIGNED SEALED AND DELIVERED by
the **OWNERS/VENDORS** Kolkata in the
presence of:

1.

2.

SIGNED SEALED AND DELIVERED by
the **DEVELOPER** Kolkata in the presence
of:

1.

2.

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

1.

2.

Drafted by me,

Mr. Nishant Kr. Saraf, Advocate

Nishant Kr. Saraf Advocates

8, Old Post Office Street,
2nd Floor, Kolkata 700 001.

Phone No. (033) 22623384 / 9830235574

Email: nishantsaraf1976@gmail.com

MEMO OF CONSIDERATION

RECEIVED on and from the within named Purchaser the within mentioned the sum of Rs.-/- (Rupees Lacs) only being the earnest money of these presents:-

Dated	Cheque No.	Bank	Amount (Rs.)
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Total	Rs.	----- ----- /-
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(Rupees Only)

DATED THIS DAY OF 2016

BETWEEN

M/S. SHIVOHAM PROPERTIES AND ANR..... OWNERS

AND

M/S. SHIVOHAM BUILDERS & DEVELOPERS DEVELOPER

AND

SRI PURCHASER

AGREEMENT FOR SALE
(SHIVOHAM COURT)

NISHANT KR. SARAF ADVOCATES

8, OLD POST OFFICE STREET,

2ND FLOOR, KOLKATA 700 001.

Phone: (033) 2262 3384

Email : nishantsaraf1976@gmail.com

DEED OF CONVEYANCE

THIS INDENTURE is made this day of in the year of Two Thousand and Seventeen (2017).

B E T W E E N

- 1) **M/S. SHIVOHAM PROPERTIES : (PAN NO. ACOFS 5860 Q)**
- 2) **M/S. SHIVOHAM REALTORS : (PAN NO. ACOFS 5856 L)**
both partnership firms constituted in accordance with the provisions of Indian Partnership Act, 1932, both the firms having its office at **The Meridian**” Municipal Holding No. RGM/M/08/2005-2006, Room No. G/3B, Ground Floor, Raghunathpur, V.I.P. Road, Kolkata 700059, Post Office Deshbandhu Nagar, Police Station Baguihati, all the partnership firm represented by their partners namely :-
 - a. **SRI GANESH MUNDRA ALIAS SRI GANESH MUNDHRA (PAN: AELPM 0680 B), (AADHAR No. :),** son of Sri Ramananda Mundhra, residing at “Parvati Vihar” Flat No. E-2/B, 52/6, V.I.P Road, Raghunathpur, Kolkata 700059, Post Office Deshbandhu Nagar, Police Station Baguihati.
 - b. **SRI AMIT AGARWAL, (PAN AGSPA 0658A), (AADHAR No. :),** son of Sri Om Prakash Agarwal, at present residing at 82, Ultadanga Main Road, Natural View, Flat No.12 H, Kolkata 700067 Post Office Ultadanga, Police Station Ultadanga..
 - c. **SRI VAIBHAV LOHIA, (PAN ACNPL 1439M), (AADHAR No. :),** son of Sri Bimal Kumar Lohia, at present residing at 12C, Lord Sinha Road, Flat No, 6B, Kolkata 700 071, Post Office Park Street, Police Station Shakespeare Sarani.
 - d. **SRI JITENDRA AGARWAL, (PAN AISPA 5532D), (AADHAR No. :),** son of Sri Devi Ram Agarwal, presently residing at Aradhana Apartment, Flat No. 3B, 3rd Floor, 27, Rafi Ahmed Kidwai Road, Kolkata 700055, Post Office Dum Dum, Police Station South Dum Dum.
 - e. **SRI NARAYAN LOHIA, (PAN ABSPL 0900B), (AADHAR No. :),** S/o, Sri Jugal Kishore Lohia, residing at “Parvati Vihar”, Flat No. D/1A, 1st Floor, 52/6, V.I.P. Road, Kolkata -700059, Post Office Deshbandhu Nagar, Police Station Baguihati.

Hereinafter referred to as ‘the **VENDORS**, all the Vendors are represented by their constituted attorney namely **SRI JITENDRA AGARWAL, (PAN : AISPA 5532D)**, son of Sri Devi Ram Agarwal, presently residing at Aradhana Apartment, Flat No. 3B, 3rd Floor, 27, Rafi Ahmed Kaidwai Road, Kolkata 700055, Post Office D um

Dum, Police Station South Dum Dum authorized by and under registered Power of Attorney dated 3rd May July 2015 duly registered before the A.R.A.-III, Kolkata, and duly recorded in Book No. IV, CD Volume No. 1903-2015, Pages 13891 to 13935, Being No. 190303678 for the year 2015, (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his respective legal heirs, legal representatives, executors, administrators etc.) of the **FIRST PART**.

A N D

MESSERS SHIVOHAM BUILDERS & DEVELOPERS, (PAN ACOFS5859F) a partnership firm constituted in accordance with the provisions of Indian Partnership Act, 1932, having its office at **The Meridian** Municipal Holding No. RGM/M/08/2005-2006, Room No. G/3B, Ground Floor, Raghunathpur, V.I.P. Road, Kolkata 700059, Post Office Deshbandhu Nagar, Police Station Baguihati, represented by its partners namely :-

- a. **SRI GANESH MUNDRA ALIAS SRI GANESH MUNDHRA (PAN : AELPM 0680 B)**, son of Sri Ramananda Mundhra, residing at “Parvati Vihar” Flat No. E-2/B, 52/6, V.I.P Road, Raghunathpur, Kolkata 700059, Post Office Deshbandhu Nagar, Police Station Baguihati.
- b. **SRI AMIT AGARWAL, (PAN AGSPA 0658A)** son of Sri Om Prakash Agarwal, at present residing at 82, Ultadanga Main Road, Natural View, Flat No.12 H, Kolkata 700067 Post Office Ultadanga, Police Station Ultadanga..
- c. **SRI VAIBHAV LOHIA, (PAN ACNPL 1439M)** son of Sri Bimal Kumar Lohia, at present residing at l2C, Lord Sinha Road, Flat No, 6B, Kolkata 700 071, Post Office Park Street, Police Station Shakespeare Sarani.
- d. **SRI JITENDRA AGARWAL, (PAN AISPA 5532D)**, son of Sri Devi Ram Agarwal, presently residing at Aradhana Apartment, Flat No. 3B, 3rd Floor, 27, Rafi Ahmed Kidwai Road, Kolkata 700055, Post Office Dum Dum, Police Station South Dum Dum.
- e. **SRI NARAYAN LOHIA, (PAN ABSPL 0900B)** S/o, Sri Jugal Kishore Lohia, residing at “Parvati Vihar”, Flat No. D/1A, 1st Floor, 52/6, V.I.P. Road, Kolkata - 700059, Post Office Deshbandhu Nagar, Police Station Baguihati.

Hereinafter referred to as ‘the **DEVELOPER**’ represented by its constituted attorney namely **SRI JITENDRA AGARWAL, (PAN AISPA 5532D)**, son of Sri Devi Ram Agarwal, presently residing at Aradhana Apartment, Flat No. 3B, 3rd Floor, 27, Rafi Ahmed Kaidwai Road, Kolkata 700055, Post Office Dum Dum, Police Station South Dum Dum authorized by and under registered Power of Attorney dated 3rd May July 2015 duly registered before the A.R.A.-III, Kolkata, and duly recorded in Book No. IV, CD Volume No. 1903-2015, Pages 13891 to 13935, Being No. 190303678 for the year 2015, (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its partners and successor or successors-in-office and/or assigns) of the **SECOND PART**.

AND

Mr.(PAN –), (AADHAR No. :), son ofand (2) **Mrs.** (PAN), (AADHAR No. :), wife of Mr....., both by nationality Indian, by faith Hindu, by occupation, residing at....., Kolkata 7000....., Police Station, (PIN) hereinafter jointly called and referred to as the **Purchasers** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **Third Part**.

A. *Whereas one Elahi Box Mondal, the then resident of Kaikhali, Police Station-Rajarhat, District 24 Parganas (North) was the absolute recorded owner and seized and possessed of or otherwise well and sufficiently entitled to **All That** piece and parcel of land measuring about an area a little more or less 63 (Sixty Three) Cottahs and 7 (Seven) Chittacks comprised at and under Mouza Kaikhali, Police Station Rajarhat, District North 24 Parganas, R.S. Dag no. 590, R.S. Khatian no. 49, Sub-Registration Office and Additional District Sub-Registration Office at Bidhannagar, Salt Lake City herein after referred to the **Said Land** and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.*

B. *And Whereas the said Elahi Box Mondal died intestate leaving behind his surviving legal heirs namely Abul Hussen Mondal, Abu Hussen Mondal, Motiar Rahaman Mondal, Altab Hussen Mondal and Benu Hussain Mondal who had inherited the Said Land so owned by the said Elahi Box Mondal as per the law of inheritance in equal proportionate shares.*

C. *And Whereas by an registered deed of partition dated 24th day of June 1965, said Abul Hussen Mondal, Abu Hussen Mondal, Motiar Rahaman Mondal, Altab Hussen Mondal and Benu Hussain Mondal, jointly and severally became absolute owners of 1/5th Share each brothers of R.S Dag No. 590, R.S. Khaitan No. 49, Mouza Kaikhali, Police Station Rajarhat, in the District 24 Parganas (N).*

D. *And Whereas by the Deed of Conveyance dated 9th February, 1990 duly registered with the Office of the Additional District Sub-Registrar at Bidhannagar, Salt Lake City and recorded in Book no. I, Volume no. 19, Pages 207 to 220, Being no. 864 for the year 1990, duly registered with the Office of the Additional District Sub-Registrar at Bidhannagar, Salt Lake City, and another Deed of Conveyance dated 9th February, 1990, duly recorded in Book no. I, Volume no.19, Pages 237 to 250, Being no. 866 for the year 1990 and another Deed of Conveyance dated 9th February, 1990, duly registered with the Office of the Additional District Sub-Registrar at Bidhannagar, Salt Lake City*

and recorded in Book no. I, Volume no.19, Pages 267 to 280, Being no. 968 for the year 1990, and another Deed of Conveyance dated 9th February, 1990, duly registered with the Office of the Additional District Sub-Registrar at Bidhannagar, Salt Lake City and recorded in Book no. I, Volume no. 19, Pages 251 to 266, Being no. 867 for the year 1990 and another Deed of Conveyance dated 9th February, 1990, duly registered with the Office of the Additional District Sub-Registrar at Bidhannagar. Salt Lake City and recorded in Book no. I, Volume no.19, Pages 221 to 236, Being no. 865 for the year 1990, the said Abul Hussen Mondal, Abu Hussen Mondal, Motiar Rahaman Mondal Altab Hussen Mondal and Banu Hussain Mondal being the owners and seized and possessed of or otherwise well and sufficiently entitled to sold, transferred, conveyed, alienated, granted, demised, devised, provided and given the same unto and in favour of Gita Devi Goenka, Nagarmal Anganlal Goenka, Arun Kumar Goenka, Anup Goenka, Sanjiv Goenka, Amish Goenka, Kusum Goenka, S.K. Goenka, Raj Kumar Goenka, Sangita Modi, Rita Goenka, Rajiv Goenka, Krishna Murari Goenka, Sushila Devi Goenka, Vinod Kumar Goenka, Pramod Goenka, Sunita Bali, Saneeta Goenka, Ashila Goenka, Bina Goenka, Sila Modi, Krishna Modi, Manoj Modi, Pravina Modi, Sanjay Modi, Bjjay Kumar Modi, Ved Prakash Agarwal, Suresh Kumar Agarwal, Umesh Kumar Agarwal, Bijoy Kumar Agarwal, Kamal Kumar Agarwal, Sunil Kumar Agarwal and Mukund Modi, the said Land i.e **All That** piece and parcel of land measuring about an area a little more or less 63 (Sixty Three) Cottahs, and 7 (Seven) Chittacks comprised at and under Mouza Kaikhali, Police Station Rajarhat, District North 24 Parganas, R.S. Dag no. 590, R.S. Khatian no. 49, Sub-Registration Office and Additional District Sub-Registration Office at Bidhannagar, Salt Lake City for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

E. **And Whereas** by the above said five deed of Conveyance all dated 2/9/1990 said Gita Devi Goenka and 32 others became the absolute owners of said land i.e **All That** piece and parcel of land measuring about an area a little more or less 63 (Sixty Three) Cottahs and 7 (Seven) Chittacks comprised at and under Mouza Kaikhali, R.S. Dag no. 590, R.S. Khatian no. 49, Sub-Registration Office and Additional District Sub-Registration Office at Bidhannagar, Salt Lake City, Police Station Rajarhat, District North 24 Parganas.

F. **And Whereas** said Gita Devi Goenka and 32 others by a registered Deed of Conveyance dated 16th February 1996, which was registered before the A.D.S.R. Bidhannagar, Salt Lake City and duly recorded in Book - I, Volume No. 49, Pages 153 to 164, Being No. 2702 for the year 1996, sold, conveyed and transferred unto and in favour of **Smt. Manju Chandak**, wife of Bimal Kumar Chandak, **Rama Chandak**, wife of Binod Kumar Chandak and **Alka Chandak**, wife of Rajendra Kumar Chandak (the **Vendors** herein) **All That** piece and parcel of land admeasuring an area of 9 (Nine) Cottahs and 3 (Three) Chittacks more or less out of the Said Land under Mouza Kaikhali, Comprises in J.L. No. 5, Tauzi No. 172, R.S. & L.R. Dag No. 590, R.S. Khatian No. 49, within the local limit of Rajarhat Gopalpur Municipality, Police Station Rajarhat (Then), District 24

Parganas North, for the total consideration mentioned therein and free from all encumbrances.

*G. And Whereas by the above said registered Deed of Conveyance dated 16th February 1996 said **Smt. Manju Chandak, Rama Chandak and Alka Chandak**, become the absolute Owners of **All That** piece and parcel of land admeasuring an area of 9 (Nine) Cottahs and 3 (Three) Chittacks more or less under Mouza Kaikhali, Comprises in J.L. No. 5, Tauzi No. 172, R.S. & L.R. Dag No. 590, R. S. Khatian No. 49, within the local limit of Rajarhat Gopalpur Municipality, Police Station Rajarhat now Baguiati, District 24 Parganas North (**Said Property**).*

*H. And Whereas the said **Smt. Manju Chandak, Rama Chandak and Alka Chandak**, mutated their names in the record of the concern B.L. & L.R.O. and obtained new L.R. Khatian Nos. 885, 886 & 887, in respect of the **Said Property** and paying tax regularly and is in peaceful possession thereof and obtain site sanction plan being No. 161/14-15, dated 4/7/14 and also obtain building sanction plan being No. 935/14-15, dated 21st July 2014,*

I. WHEREAS one **Smt. Manju Chandak, Rama Chandak and Alka Chandak** executed a registered Deed of Conveyance dated 24th July, 2014 in favour of the M/s. Shivoham Properties and M/s. Shivoham Realtors the **VENDORS** herein and the same was duly registered before Additional Registrar of Assurances-II, Kolkata, and duly recorded in Book No. I, Volume No. 45, Pages 2941 to 2959, Being No. 09352 for the year 2014 in respect of land, **All That** piece and parcel of land admeasuring an area of 9 (Nine) Cottahs and 3 (Three) Chittacks more or less under Mouza Kaikhali, Comprises in J.L. No. 5, Tauzi No. 172, R.S. & L.R. Dag No. 590, R.S. Khatian No. 49, L.R. Khatian Nos. 885, 886 & 887, Ward No. 10, Internal Plot No. 21 & 22, within the local limit of Rajarhat Gopalpur Municipality, Municipal Holding No. AS/410/BL-KB/14-15, Police Station formerly Rajarhat, thereafter Airport and presently Baguihati, District 24 Parganas North together also with easements and all other rights, liberties, privileges and benefits appurtenant thereto, along with benefit of building sanction plan being No. 935/14-15, dated 21st July 2014.

J. AND WHEREAS subsequent to the above said purchase the Vendors mutated their name in the record of right of the concern B. L. & L. R. O. and obtained new L. R. Khatian No. 2296 and 2297 and paying tax regularly.

K. AND WHEREAS the **VENDORS** in the manner above became the absolute owner of said land and seized and possessed of and/or otherwise well and sufficiently entitled to inter alia, **All That** piece and parcel of land admeasuring an area of 9 (Nine) Cottahs and 3 (Three) Chittacks more or less under Mouza Kaikhali, Comprises in J.L. No. 5, Tauzi No. 172, R.S. & L.R. Dag No. 590, R.S. Khatian No. 49, L.R. Khatian Nos. 885, 886 & 887, present L. R. Khatian Nos. 2296 and 2297, Ward No. 10, Internal Plot No. 21 & 22, within the local limit of Bidhannagar Municipal Corporation formally Rajarhat Gopalpur Municipality, Municipal Holding No. AS/410/BL-KB/14-15, Police

Station formerly within the local limit of Rajarhat, thereafter Airport and presently Baguihati, District 24 Parganas North, herein after referred to as the **Said Premises** more fully and particularly mentioned in the **FIRST SCHEDULE** herein below;

L. AND WHEREAS by an Agreement dated 26th June 2015 entered into between the **VENDORS** and the Developer, the Vendors have granted the Exclusive right of the development in respect of the said Premises and construction of new building thereat unto and in favour of the Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (Herein after referred to as the **Development Agreement**) and as per building sanction plan being No. 935/14-15, dated 21st July 2014.

AND WHEREAS the VENDORS also executed a registered Power of Attorney dated 3rd July, 2015 in favour of a) Sri Ganesh Mundhra, b) Sri Vaibhav Lohia, c) Amit Agarwal, d) Narayan Lohia and d) Jitendra Agarwal, which was duly registered before the Additional Registrar of Assurances – III, Kolkata and duly recorded in Book No. IV, CD Volume No. 1903-2015, Pages 13891 to 13935, Being No. 190303678 for the year 2015, for construction of new building in the said Premises.

M. AND WHEREAS the Vendors and the Developer constructed building known as **SHIVOHAM COURT** consisting of several Flats/Shops and spaces in the Said Premises in accordance with the plan sanctioned by the Municipality.

N. AND WHEREAS the Vendors and the Developer agree to sell and the Purchasers agree to purchase the Flat being **Flat No.** situated on the ... Floor measuring a Super Built up area **Sq. Ft.** more or less, of the said building more fully and particularly described in the **Second Schedule** hereunder written together with proportionate share or interest in the land described in the **First Schedule** at or for the total consideration of **Rs./- (Rupees)** only;

O. AND WHEREAS the Purchasers entered into an Agreement for Sale dated, with the **Vendors** and the **Developer** to purchase one flat being Flat No., situated on the Floor measuring Super Built area **Sq. Ft.** more or less, of the said building more fully and particularly described in the **Second Schedule** hereunder written, together with proportionate share of land and interest described in the **First Schedule** hereunder written as per the terms conditions mentioned therein.

P. AND WHEREAS the Purchasers asked the **Vendors** and the **Developer** to execute the deed of conveyance in respect of the Said Flat being **Flat No.**, situated on the Floor measuring Super Built area **Sq. Ft.** more or less, of the said building more fully and particularly described in the **Second Schedule** hereunder written, together with proportionate share of land and interest described in the **First Schedule** hereunder written.

7

NOW THIS INDENTURE WITNESSETH as follows:

In pursuance of the said Agreement dated and in terms of the conditions mutually agreed upon and in total consideration of payment of the said sum of **Rs.**/- (**Rupees**.....) **only** and sum of Rs./- (Rupees only) as applicable Tax and sum of Rs./- (Rupees only) as the maintenance Deposit, the lawful money of the Union of India truly paid by the Purchasers to the Developer on or before the execution of these presents (the receipt whereof the do hereby admit and acknowledge and/or from the same and every part thereof doth hereby acquit and forever discharge to the Purchasers, the Developer deliver and the Purchasers hereby taken the vacant peaceful possession of the **Flat No.**, situated on the floor, measuring Super Built up area of **Sq. Ft.** more or less, of the said building known as **SHIVOHAM COURT** and together with all facilities and other amenities and the said **Vendors** and the **Developer** do hereby indefeasible grant convey, transfer and assure and assign free from all encumbrances, attachments liens, charges etc. unto and in favour of the Purchasers **ALL THAT** a complete Flat No., situated on the floor, at Mouza Kaikhali, Comprises in J.L. No. 5, Tauzi No. 172, R.S. & L.R. Dag No. 590, R.S. Khatian No. 49, L.R. Khatian Nos. 885, 886 & 887, present L. R. Khatian Nos. 2296 and 2297, Ward No. 10, Internal Plot No. 21 & 22, within the local limit of Bidhannagar Municipal Corporation formally Rajarhat Gopalpur Municipality, Municipal Holding No. AS/410/BL-KB/14-15, Police Station formerly within the local limit of Rajarhat, thereafter Airport and presently Baguihati, District 24 Parganas North more fully and particularly described in the **Second Schedule** hereunder written together with common parts and portions and facilities and amenities provided thereon together with proportionate share of land described in the **First Schedule** hereunder written and the Said Flat No., situated on the floor, of the said building having an Super Built up area of Square Feet more or less hereinafter referred to as the **Said Flat** together with right to common with other Purchasers or Owners so acquiring similar right to enjoy and possess all common passages roof open spaces stairs case landing lobbies drains water courses, easement advantages liberties rights and privileges in anywise appertaining thereto or reputed to belong to the estate right title interest claim demand and of the **Vendors** and the **Developer** into and upon the said property, The specific purchased portion of the said Flat of the Purchasers pacifically described in the **Second Schedule** and written hereunder free from all encumbrances charges trust, liens, claims or demand whatsoever. The Purchasers shall have full easement right over the Said Flat of the said building and the common parts in common with the co-owners, Purchasers and occupiers of the said building such common being described in the Fourth Schedule hereunder written subject to be governed by such rights and obligations as set forth in the Fifth Schedule hereunder written and also subject to the Purchasers paying and discharging terms and impositions on the Said Flat of the building and the common expenses as mentioned in the Schedule outgoings in connection with Said Flat and the said building proportionately also such other expenses as may be included in the said common expenses **TO ENTER INTO AND TO HAVE AND TO HOLD OWN POSSESS AND ENJOY** the Said Flat of the said building constructed on the basis of the sanctioned plan, hereby conveyed to the Purchasers absolutely and forever and the

Vendors and the **Developer** to hereby covenant and agree with the Purchasers **THAT NOTWITHSTANDING** any act deed or things whatsoever and amenities by the Vendors and the Developer or by any of their ancestors or predecessors in title done or executed or knowingly suffered to the contrary the Vendors and the Developer now has good right full power and absolutely authority and indefeasible title to grant sell convey and transfer the Said Flat of the said building and also the common areas and facilities as described in the Second Schedule, Third Schedule, Fourth Schedule and Fifth Schedule herein below respectively hereby grant convey sold and transferred or expressed or intended so to be unto and to the use of the Purchasers their heirs, executors administrators, representatives attachments charges liens, and lispendens and that the Purchasers their heirs, executors administrators representatives and assigns shall and may at all times hereinafter peaceably and quietly posses and enjoy the Said Flat of the said building receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors and the Developer or any person or persons claiming or having any lawful authority to claim as aforesaid **AND FURTHER THAT** the Vendors and the Developer and all person having lawfully claiming any estate or interest whatsoever in the Said Flat of the said building or in the said common areas and facilities and also on the land underneath or any part thereof from under entrust for the Vendors and the Developer from or under any of their predecessors or successors, in title shall and will from time to time and at all times hereafter at the request and cost of the Purchasers, their heirs, executors, administrators representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the Said Flat of the said building together with common areas and facilities and the land underneath and other parts thereof unto and to the use of the Purchasers and their heirs, executors, administrators representatives and assigns as may be reasonable required and that the Purchasers, their heirs executors, administrators representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the Said Flat of the said building or every part thereof without any lawful eviction hindrance and interruption disturbance claim or demand whatsoever from or by the Vendors and the Developer or any person or persons or any other flat or apartment owners in the Said Premises.

The Purchasers have examined the plan and the title of the Vendors and the Developer to the Said Premises and the common part and common portion and the facilities and amenities provided in the said building including the Said Flat or unit and being fully satisfied themselves with regard to the title of the Vendors and the Developer and nature of the construction provided to them and shall not make any claim or demand whatsoever against the Vendors and the Developer in these respect in future.

The Vendors and the Developer shall always reserve their right over the common passage leading from the main road and shall be entitled to make further construction over the adjacent plot/plots of land which it may require and in such event the Purchasers of flats/units in the new building /buildings shall also have equal right over the said common passage.

THE VENDORS and DEVELOPER doth hereby covenant with the **PURCHASERS** as follows:-

- (a) **THAT NOTWITHSTANDING** anything hereto before done or suffered to the contrary the Vendors and the Developer have good and perfect right title and interest to convey, the flat and the undivided proportionate share in the said piece or parcel of land described in the First Schedule and all the rights privileges and appurtenances thereunto belonging and hereby sold conveyed and transferred to the Purchasers in the manner aforesaid and that Vendors and the Developer have not done or knowingly suffered anything whereby the Said Premises may be encumbered effected or imposed in estate title or interest or otherwise.
- (b) There are no encumbrances charges trusts, liens, attachments claims or demands whatsoever now subsisting on the Said Premises and that the same is not the subject matter of any suit or litigation or proceedings and has not been offered as security or otherwise to any court or Revenue Authority.
- (c) The Purchasers shall henceforth peacefully and quietly hold possess and enjoy the rents and profits derivable from and out of the Said Flat without any hindrance interruption or disturbance from or by the Vendors and the Developer or any person or persons claiming through or under or interest for the Vendors and the Developer and without any lawful hindrance interruption or disturbance by any other person or persons whomsoever.
- (d) The Vendors and the Developer shall at all times do and execute at the expenses of the Purchasers all such further acts, deeds and things and assurances as may be reasonably required by the Purchaser for better and/or further effectuating and assuring the conveyance hereby made or the title of the Purchasers to the property made or the Purchasers to the property hereby sold and conveyed.
- (e) The Vendors and the Developer may construct any shop rooms or commercials units in the building the Purchasers and/or occupiers of Flat of the building shall have no objection.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)

All That piece and parcel of land admeasuring an area of 9 (Nine) Cottahs and 3 (Three) Chittacks more or less under Mouza Kaikhali, Comprises in J.L. No. 5, Tauzi No. 172, R.S. & L.R. Dag No. 590, R.S. Khatian No. 49, L.R. Khatian Nos. 2296 and 2297, Ward No. 10, Internal Plot No. 21 & 22, within the local limit of Rajarhat Gopalpur Municipality, (presently under Bidhannagar Municipal Corporation) Municipal Holding

No. AS/410/BL-KB/14-15, Present Holding No. AS/410/BL-KB/15-16, Post Office Airport, Police Station formerly Rajarhat, thereafter Airport and presently Baguihati, District 24 Parganas North, butted and bounded as under:-

ON THE NORTH	:	By G+5 storied residential building named "Royal Regency Apartment".
ON THE SOUTH	:	By G+5 storied residential building named "Radhe Krishna Enclave".
ON THE EAST	:	By G+5 storied residential building named "Balaka Apartment".
ON THE WEST	:	By Municipal Road (Sardarpara).

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID FLAT AND THE PROPERTIES APPURTENENT THERETO)

ALL THAT the Unit in or portion of the New Building being **Flat/Unit No.** containing a super built-up area of **Square Feet** more or less on a portion on the **floor**, in the building known as **SHIVOHAM COURT**, at the Said Premises **TOGETHER WITH** proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the **THIRD SCHEDULE** hereunder written attributable to the Said Flat/ Unit **AND TOGETHER WITH** proportionate undivided undemarcated indivisible impartible share in the land described and mentioned in the **FIRST SCHEDULE** hereinabove written attributable to the said Unit/Flat at the Said Property.

THE THIRD SCHEDULE ABOVE REFERRED TO
(THE COMMON AREAS, FACILITIES)

1. Lifts, lift rooms, lift shafts, lift installations.
2. Boundary walls.
3. Main gate, entrances and exits.
4. Paths and passengers corridors.
5. Driveways.
6. Staircases, stairways, landing and lobbies.
7. Overhead reservoirs.

8. Toilets, bathrooms and fittings and fixtures.
9. Wiring, meter for lighting for common areas, etc.
10. Windows, doors, grills and other fittings of the common areas.
11. Foundation.
12. Transformer, transformer room and its installations and fittings and fixtures for lighting the staircase lobby and other common areas.
13. Generator and its installation.
14. Pump and its installations.
15. Water filtration plant and its installations.
16. Drains.
17. Sewers.
18. Such other common parts and portions as may be determined by the Developer upon completion of the new building.
19. Ultimate usage right of the roof of the said building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(RIGHTS & OBLIGATION OF THE PURCHASERS)**

1. That the Purchasers shall own and enjoy the Said Flat of the building at the Said Premises described in the **First Schedule** thereof the Said Flat along with undivided proportionate share of land has been purchased by the Purchasers as per the said building plan approved and sanctioned by the local municipality together with right in common with all other persons lawfully entitled hereto all sewers, drains, water courses, and all proportionate right in respect of all the common areas mentioned in the Third Schedule Above written.
2. That Purchasers shall become and remain Member of the Society, Company or Association to be formed by and consisting of the Owners of the flat of the buildings namely **SHIVOHAM COURT** constructed in the Said Premises written for the purpose of attending to safe guarding maintaining all matters and common interest like repairs white washing of the building and common colour washing or painting of the common parts of the building and repairing road, staircase, compound walls and all other common amenities lifts.
3. That the Purchasers shall observe and perform the terms and conditions and bylaws the rules and regulations of the said Society, Company or Association.
4. That the Purchasers shall not at any time carry on or suffered to carry on the flat hereby sold and conveyed or any part thereof or the Said Flat any trade or business whatsoever. Pursuant where of is may be or become any way, nuisance annoyance or danger to the Vendors and the Developer or its successors in office or to the owners and/or the occupiers of the other flat owners or of the owners or occupiers of any neighboring property or which may tend to depreciate the value of the Said Flat or any part thereof as a residential property or permit the same to be used (except as aforesaid) for any purpose.

5. That the Purchasers shall give the owner of the other flats the necessary vertical and horizontal and lateral support for their flat and also a right to any way over all common roads, staircase, passages etc and shall and will be entitled to similar rights from and other owners of the said building.
6. The Purchasers shall have the right to enter into any other flats in the said building for the purpose of affecting repair of service pipes line and portions of their flat as may be reasonably necessitate such entry with 48 hours advance intimation of their such intended entry to the owners concerned and shall and will allow owners of other flats such entry into their flat areas under similar circumstances and upon having similar prior Notice in writing.
7. The Purchasers shall be liable to pay directly to municipality and/or other appropriate authorities or contribute in proportion to the floor area of the Said Flat towards in the account of payment of municipality taxes and other outgoings payable in respect of the said plot of land and/or the premises and in cases where the said payment shall not be made directly to the municipality and/or statutory authorities as aforesaid same shall be made by the Purchasers to the Developer so long the Vendors and the Developer retains such authority and upon its formation to the Associations or Society of the Purchasers of the undivided proportionate share in the said land and thus becoming owners of the several flats in the building and in defaults shall be liable for payment thereof with costs of litigation being sued by the Vendors and the Developer or the Association or Society as the case may be. The Purchasers shall mutate their name in the records of local Bidhannagar Municipal Corporation in respect of their flat and proportionate share of land.
8. The Association of the flat owner shall be formed by the Purchasers herein, with other flat owners in the building and submit the building to the provision of West Bengal Apartment Ownership Act 1972 and that the Purchasers shall and will sign and execute all forms returns declarations and documents as may be from time to time become necessary.
9. The Purchasers shall have the full proprietary rights on the Said Flat No. situated on the floor together with undivided proportionate share of land, the Purchasers shall be entitled to sell mortgage, let out lease out or transfer in any way permitted by laws without requiring to have or seek any consent for the purpose from the Vendors and Developer or any other owners or owners of the flat areas other then their own contained in the said Building.
10. The Purchasers undivided interest in the said soil or land described in the First Schedule hereunder written and shall remain joint forever with the owners of other flat, owners of the said building and it being hereby further declare that the interest in the said soil or the said Premises is impartible.

11. The Purchasers shall not in any case damage the main structural wall of the said building which may be prejudicial to the interest of the other flat owners.
12. The Purchasers shall not decorate the exterior portion of the said flat otherwise than in the manner in writing by the committee.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

1. The expense of maintaining repairing reconstructing and renewing the said structure and the drainage system rain water discharge arrangement or supply of electricity and all common areas contained in the Said Premises.
2. The costs of cleaning and lighting the entrance of the building the passage and spaces around the building lobby corridor staircase.
3. Costs of repairing and decorating the exterior of the building.
4. All taxes levies and impositions, deposit etc for the premises as a whole.
5. All litigation costs relating to the common portions /parts and common interest in the building.
6. All salaries wages, fees and remuneration of all workmen staff and experts engaged and hired for the common purposes.
7. Costs of maintaining, operating, replacing and installing implements including pump motor pipes lift etc for common services.
8. Premises of Insurance for the building if any.
9. Such expenses as would be necessary for or incidental to the said maintenance and up keep of the premises and the common areas facilities and amenities.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(TAXES AND IMPOSITION)**

1. Until such time as the Said Flat comprised in the said building is separately assessed and/or mutated in respect of the municipal taxes or impositions, the Purchasers from the date of their purchase or occupation of the Said Flat whichever is earlier, shall have to bear and pay such proportion of such municipal taxes and rates or impositions to the Vendors and the Developer as may be deemed reasonably from time to time by the Vendors and the Developer.
2. Apart from the amount of such municipal taxes and impositions the Purchasers shall also bear and pay other taxes and impositions including multi storied

building tax, Urban land tax if any when necessary in respect of the Said Flat proportionately and the said building wholly.

- 3. All proportionate cost of maintenance, operating replacing white washing, painting, rebuilding, reconstructing, decorating, redecorating including the outer walls of the said building.

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

EXECUTED AND DELIVERED by the **VENDORS** hereto at Kolkata in the presence of:

1.

2.

EXECUTED AND DELIVERED by the **DEVELOPER** hereto at Kolkata in the presence of:

1.

2.

EXECUTED AND DELIVERED by the **PURCHASERS** hereto at Kolkata in the presence of:

1.

2.

Drafted by me,
Mr. Nishant Kr. Saraf, Advocate
Nishant Kr. Saraf Advocates
8, Old Post Office Street,
2nd Floor, Kolkata 700 001.
Email: nishantsaraf1976@gmail.com

MEMO OF CONSIDERATION

RECEIVED on and from the within named Purchasers the within mentioned the sum of **Rs./- (Rupees)** **only** being the full and final payment towards Sale of the Said Flat including the sum of Rs./- (Rupees Twenty Thousand only) as the maintenance Deposit :-

Dated	Cheque No.	Bank	Amount (Rs.)
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Total Rs. _____/=-

(Rupees) **only**

WITNESS

1.

2.

DEVELOPER

DATED THIS DAY OF 2017

BETWEEN

**M/S. SHIVOHAM PROPERTIES AND ANOTHER VENDORS
AND
MESSERS SHIVOHAM BUILDERS & DEVELOPERS DEVELOPER
AND
MR..... & ANR. PURCHASERS**

**C O N V E Y A N C E
(Flat No.)**

NISHANT KR. SARAF ADVOCATES
8, OLD POST OFFICE STREET,
2ND FLOOR, KOLKATA 700 001.
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