

AGREEMENT FOR SALE

THIS AGREEMENT IS MADE ON THIS THE 02nd DAY OF DECEMBER TWO THOUSAND NINETEEN (2019).

- BETWEEN -

1) **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED (Pan No.AAFCB3007J)** a Private Limited Company registered under Indian Companies Act. having its Principal Place of Business at 466A, P.K. Guha Road, Police Station Dum Dum, Kolkata - 700 028, being represented by its Director **SRI RATNANKUR SENGUPTA, (Pan No.ARFPS7328P)** son of Late Ratan Sengupta, by faith Hindu, by Nationality Indian, by Occupation - Business, residing at 422, Motilal Colony, Kolkata - 700 081, P.O. Rajbari, P.S. Dum Dum, Kolkata - 700 081, A N D 2) **SMT. LAKSHMI SARKAR, (Pan No.ENWPS1362A)** wife of Sri Swapan Kumar Sarkar, by faith Hindu, by Nationality Indian, by Occupation Housewife, 3) **SMT. MOUMITA SARKAR, (Pan No.ENWPS1071N)** daughter of Sri Swapan Kumar Sarkar, by faith Hindu, by Nationality Indian, by Occupation Service, both residing at 25, Vivekananda Sarani, P.O. Italgacha, P.S. Dum Dum, Kolkata - 700079 4) **SRI SANJOY SAHA, (Pan No.AVQPS9742J)** son of Late Bimal Prasad Saha, by faith Hindu, by Nationality Indian, by Occupation Business, 5) **SMT. SOMA SAHA, (Pan No.CELPS5839A)** wife of Sri Sanjoy Saha, by faith Hindu, by Nationality Indian, by Occupation Business, both residing at 2 No. Motilal Colony, P.S. Dum Dum, Kolkata - 700081, District North 24-Parganas, hereinafter called the "VENDORS/OWNERS" (Which term of expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, administrators, and legal representatives) of the **FIRST PARTY**.

The Vendor Nos. 2 to 5 herein represented by their Constituted Attorneys **SRI RATNANKUR SENGUPTA, (Pan No.ARFPS7328P)** son of Late Ratan Sengupta, by faith Hindu, by occupation Business, by Nationality Indian, residing at 422, 2 ½ No. Motilal Colony, Kolkata - 700081, P.O. Rajbari, P.S. Dum Dum, under a registered Power of Attorney dated 22.02.2013 and duly registered in the Office of the Additional District Sub-

Registered Cossipore Dum Dum, and recorded therein in Book No. IV, C.D. Volume No.1, Pages from 2974 to 2986, Being No.00281, for the year 2013.

A N D

M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED a Private Limited Company registered under Indian Companies Act. having its Principal Place of Business at 466A, P.K. Guha Road, Police Station Dum Dum, Kolkata - 700 028, being represented by its Director **SRI RATNANKUR SENGUPTA** son of Late Ratan Sengupta, by faith Hindu, by Nationality Indian, by Occupation - Business, residing at 422, 2½ No. Motilal Colony, Kolkata - 700 081, P.O. Rajbari, P.S. Dum Dum, Kolkata - 700 081, hereinafter jointly called the "**PROMOTER/DEVELOPERS**" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor or successors legal representative and assigns) of the **SECOND PARTY**.

1) **SRI DIPAK PODDER (Pan No. AENPP6545E)** son of Sri Sachi Nandan Podder, by faith Hindu, by Nationality- Indian, by occupation- Service, 2) **SMT LILA PODDER (Pan No.ARSPP8227B)** wife of Sri Dipak Poddar, by faith Hindu, by Nationality- Indian, by occupation- Retire, both are residing at Shantiniketan Complex, Debashish Ghatak Sarani, Upper Chelidanga, Asansol MC, U C Danga, Bardhaman, West Bangal Po- Chelidanga, Dist- Bardhaman, Pin. 713304, hereinafter referred to as "**PURCHASER**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and assigns) of the **THIRD PART**.

OWNER/DEVELOPER AND PURCHASERS collectively referred to as Parties and individually as Party.

WHEREAS One Narendra Nath Bandyopadhyay purchased a plot of land measuring about 2 Bigha 6 Cottahs 9 Chittacks more or less at present physical measurement of the land 37

Cottahs 12 Chittacks lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, in the District 24 Parganas by virtue of registered Deed of Conveyance dated 29th October 1954 which was duly registered at the office of Sub Registrar Cossipore Dum Dum, recorded in Book No. 1, Volume No. 79, Pages 83 to 86, Being No. 5840 for the year 1954 from Sri Mohini Mohan Bandyopadhyay .

AND WHEREAS said Narendra Nath Bandyopadhyay died intestate on 22.01.1987 leaving behind him surviving his wife Smt. Sudha Rani Bandyopadhyay, five sons namely Sri Plaban Kumar Bandyopadhyay, Sri Pratik Banerjee, Sri Probal Kumar Banerjee, Sri Prabir Kumar Banerjee, Sri Prolay Kumar Banerjee and three daughters Smt. Sukla Mukherjee, Smt. Swati Chatterjee and Smt. Krishna Ganguly as his only legal heirs and successors to inherit the property left by him .

AND WHEREAS thereafter said Smt. Sudha Rani Bandyopadhyay died intestate on 04.06.2011 leaving behind her five sons namely Sri Plaban Kumar Bandyopadhyay, Sri Pratik Banerjee, Sri Probal Kumar Banerjee, Sri Prabir Kumar Banerjee, Sri Prolay Kumar Banerjee and three daughters Smt. Sukla Mukherjee, Smt. Swati Chatterjee and Smt. Krishna Ganguly as her only legal heirs and successors to inherit the property left by her.

AND WHEREAS the said Sri Plaban Kumar Bandyopadhyay, Pratik Banerjee, Probal Kumar Banerjee, Prabir Kumar Banerjee, Prolay Kumar Banerjee, Smt. Sukla Mukherjee, Smt. Swati Chatterjee and Krishna Ganguly jointly became the owners of 2 Bigha 6 Cottahs 9 Chittacks more or less at present physical measurement of the land 37 Cottahs 12 Chittacks lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at Holding No. 262, Pulin Avenue, Kolkata-700081, in the District 24 Parganas (North).

AND WHEREAS the said Sri Plaban Kumar Bandyopadhyay, Pratik Banerjee, Probal Kumar Banerjee, Prabir Kumar Banerjee, Prolay Kumar Banerjee, Smt. Sukla Mukherjee, Smt. Swati Chatterjee and Krishna Ganguly herein are seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of undivided **1/8th share of total** land measuring about 2 Bigha 6 Cottahs 9 Chittacks more or less at present physical measurement of the land 37 Cottahs 12 Chittacks together with structure measuring about

800 Sq. ft. more or less i.e. **land measuring about 4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at Holding No. 262, Pulin Avenue, Kolkata-700081, in the District 24 Parganas (North), morefully and particularly described in the Schedule hereunder written and hereinafter called the said property.

AND WHEREAS the Sri Plaban Kumar Bandyopadhyay is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 8911 to 8928, Being No. 01801 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating his name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Sri Pratik Banerjee is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 9000 to 9018, Being No. 01807 for the year 2013 at

Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating his name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Sri Probal Kumar Banerjee is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 8929 to 8946, Being No. 01803 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating his name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Sri Prabir Kumar Banerjee is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 8965 to 8981, Being No. 01805 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating his name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Sri Prolay Kumar Banerjee is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza –Sultanpur, P.S. Dum

Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 9019 to 9036, Being No. 01808 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating his name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Smt. Sukla Mukherjee is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza -Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 8947 to 8964, Being No. 01804 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating her name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Smt. Swati Chatterjee is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza -Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 8982 to 8999, Being No. 01806 for the year 2013 at

Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating her name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Smt. Krishna Ganguly is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza -Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 9037 to 9054, Being No. 01809 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating her name and by paying taxes and revenues to the competent authority.

AND WHEREAS one Mohini Mohan Bandopadhyay was well and seized and possessed of or otherwise well and sufficiently entitled to, inter - alia, the land measuring about 21 Decimal comprised in Dag No. 2069, Khatian No. 255, at Mouza - Sultanpur, J.L. No. 10, Touzi No. 173, R.S. No. 148, Police Station - Dum Dum, the then was written the area of Sultanpur I Gram Panchayet.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 30.10.1954, the said Mohini Mohan Bandopadhyay out of the said 21 Decimal of land sold, transferred and conveyed, unto and in favour of one Sri Narendra Chandra Bandopadhyay, son of Late Josoda Kumar Bandopadhyay, the land measuring an area of 17 ³/₄ Decimal comprised in said Dag No. 2069, Khatian No. 255, at Mouza - Sultanpur, J.L. No. 10, Touzi No. 173, R.S. No. 148, Police Station - Dum Dum, in the District of North-24-Parganas along with some other landed properties which was registered before the Addl. District Sub-Registrar Cossipore, Dum Dum and recorded therein in Book No. I, Volume No. 79, Pages 83 to 86, Being Deed No. 5840 for the year 1954.

AND WHEREAS after said purchase the said Narendra Chandra Bandopadhyay being the absolute owner of the said land by virtue of aforesaid Deed of Conveyance and while seized

and possessed thereof and well and sufficiently entitled to the said land after paying of taxes and revenues transferred out of the said land measuring about 02 Cottahs 07 Chittacks 23 Sq.ft. more or less with a R.R. Shed measuring and area 100 Sq.ft. after identified the said land as scheme plot No. 2/B, by way of Gift unto and in favour of his eldest married daughter Smt. Sukla Mukherjee wife of Sri Sambhu Nath Mukherjee, by virtue of a Registered Deed of Gift dated 26.11.1986 which was registered before Addl. District Sub-Registrar office Cossipore, Dum Dum, and recorded therein Book No. I, Volume No. 94, Pages 99 to 106, Being Deed No. 5106 for the year 1986.

AND WHEREAS after having the said land by virtue of the aforesaid Deed of Gift Smt. Sukla Mukherjee was seized and possessed thereof by mutating her name in the Record of Dum Dum Municipality being **Holding No. 261/1, Pulin Avenue, Kolkata - 700081** and premises No. 25/4, Pulin Avenue, Kolkata - 700081 and by payment of taxes and was well and sufficiently seized and possessed thereof as absolute owner.

AND WHEREAS by a Deed of Conveyance dated 27.06.2008 registered at the office of the Addl. District Sub-Registrar Cossipore, Dum Dum, copied in Book No. I, Being No. 7435 for the year 2008 Smt. Sukla Mukherjee, described therein as the Vendor, sold, transferred and conveyed to Sri Pran Sankar Sutradhar, ALL THAT piece or parcel of land measuring as area 02 Cottahs 07 Chittacks 23 Sq.ft. more or less together with one R.T. Shed measuring an area 100 Sq.ft. comprised in Dag No. 2069, Khatian No. 255, at Mouza - Sultanpur, being Plot No. 2/B, Holding No. 261/1, Pulin Avenue, Kolkata - 700081, Police Station - Dum Dum within the limits of Dum Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the Schedule thereunder written.

AND WHEREAS after the said Sri Pran Sankar Sutradhar duly mutated his name in the records of Dum Dum Municipality being Holding No. 261/1, Pulin Avenue, and Kolkata - 700081.

AND WHEREAS Sri Pran Sankar Sutradhar, the vendor herein, is thus well seized and possessed of or otherwise well and sufficiently entitled to the property measuring an area 02(two) Cottahs 07(Seven) Chittacks 23(Twenty Three) Sq.ft. with one R.T. Shed measuring an area 100 Sq.ft. comprised in Dag No. 2069, Khatian No. 255, at Mouza - Sultanpur, being

Plot No. 2/B, Holding No. 261/1, Pulin Avenue, Kolkata - 700081, Police Station - Dum Dum, within the limits of Dum Dum Municipality, in the District of 24-Parganas(North).

AND WHEREAS after having the said land by a Deed of Conveyance dated 23.09.2010 registered at the office of the Addl. Registrar of Assurances-II, Kolkata, West Bengal, copied in Book No. I, CD Volume No. 38, Page from 1061 to 1077, Being No. 11776 for the year 2010 **SRI PRAN SANKAR SUTRADHAR**, described therein as the Vendor, sold, transferred and conveyed to **M/S. RAJ NANDINI CONSTRUCTION**, ALL THAT piece or parcel of land measuring as area 02 Cottahs 07 Chittaks 23 Sq.ft. more or less together with one R.T. Shed measuring an area 100 Sq.ft. comprised in Dag No. 2069, Khatian No. 255, at Mouza - Sultanpur, being Plot No. 2/B, Holding No. 261/1, Pulin Avenue, Kolkata - 700081, Ward No. 04, Police Station - Dum Dum within the limits of Dum Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the Schedule thereunder written.

AND WHEREAS after the said **M/S. RAJ NANDINI CONSTRUCTION** duly mutated their name in the records of Dum Dum Municipality being Holding No. 261/1, Pulin Avenue. Kolkata - 700081, Ward No. 04.

AND WHEREAS after having the said land by a Deed of Conveyance dated 22.02.2013 registered at the office of the Additional District Sub-Registrar Cossipore Dum Dum, West Bengal, copied in Book No. I, CD Volume No. 4, Page from 8893 to 8910, Being No. 01791 for the year 2013 **SMT. LAKSHMI SARKAR**, wife of Sri Swapan Kumar Sarkar, by faith Hindu, by Nationality Indian, by Occupation Housewife, **SMT. MOUMITA SARKAR**, daughter of Sri Swapan Kumar Sarkar, by faith Hindu, by Nationality Indian, by Occupation Service, both residing at 25, Vivekananda Sarani, P.O. Italgacha, P.S. Dum Dum, Kolkata - 700079 **SRI SANJOY SAHA**, son of Late Bimal Prasad Saha, by faith Hindu, by Nationality Indian, by Occupation Business, **SMT. SOMA SAHA**, wife of Sri Sanjoy Saha, by faith Hindu, by Nationality Indian, by Occupation Business, all residing at 2 No. Motilal Colony, P.S. Dum Dum, Kolkata - 700081, District North 24-Parganas, ALL THAT piece or parcel of land measuring as area 02 Cottahs 07 Chittaks 23 Sq.ft. more or less together with one R.T. Shed measuring an area 100 Sq.ft. comprised in Dag No. 2069, Khatian No. 255, at Mouza - Sultanpur, being Plot No. 2/B, **Holding No. 261/1, Pulin Avenue, Kolkata - 700081**, Ward

No. 04, Police Station - Dum Dum within the limits of Dum Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the Schedule thereunder written.

AND WHEREAS after the said **Smt. Lakshmi Sarkar, Smt. Moumita Sarkar, Sri Sanjoy Saha and Smt. Soma Saha** duly mutated their name in the records of Dum Dum Municipality being **Holding No. 261/1, Pulin Avenue. Kolkata - 700081**, Ward No. 04.

AND WHEREAS the above Owners/Vendors are appearing in the record of the Dum Dum Municipality in respect of their respective Holdings having two Separate Holding Nos. that is **No. 262, Pulin Avenue, Dum Dum, Kolkata -700081 & 261/1, Pulin Avenue, , Dum Dum, Kolkata -700081.**

AND WHEREAS the Owners/Vendors are willing to amalgamate their properties and to amalgamated the three Holding Nos. in a singular **Holding No. 262, Pulin Avenue, Dum Dum, Kolkata -700081** in the record of the Dum Dum Municipality, both the properties are very much adjacent, more fully and specifically described in the Schedule "A" hereunder written.

AND WHEREAS for the above purpose both the holding shall be joined into a single Holding and the total measurement of the land shall be **40Cottahs 3 Chittacks 23 Sq.ft.**

AND WHEREAS the party of the First Part meaning the 'OWNERS' of the land and premises being desirous to construct a Multi-storied Building and Garage on the Ground Floor on the aforesaid land described herein below and the Party of the First Part hereto approached the Party of the Second Part herein, a firm of **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** a Private Limited Company registered under Indian Companies Act. having its Principal Place of Business at 466A, P.K. Guha Road, Police Station Dum Dum, Kolkata - 700 028, being represented by its Director **SRI RATNANKUR SENGUPTA** son of Late Ratan Sengupta, by faith Hindu, by Nationality Indian, by Occupation - Business, residing at 422, 2½ No. Motilal Colony, Kolkata - 700 081, P.O. Rajbari, P.S. Dum Dum, Kolkata - 700 081, District North 24-Parganas to construct a Multi-storied Building thereon at their own costs and expenses and to sell/but to the intending Purchaser/Purchasers accordingly.

AND WHEREAS the Promoter/Developers will construct the said Multi-storied Building under the name and style M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED a Private Limited Company registered under Indian Companies Act. having its Principal Place of Business at 466A, P.K. Guha Road, Police Station Dum Dum, Kolkata - 700 028, being represented by its Director **SRI RATNANKUR SENGUPTA** son of Late Ratan Sengupta, by faith Hindu, by Nationality Indian, by Occupation - Business, residing at 422, 2½ No. Motilal Colony, Kolkata - 700 081, P.O. Rajbari, P.S. Dum Dum, Kolkata - 700 081 in accordance with the sanctioned Building Plan duly approved by the Local Limit of Dum Dum Municipality for onward selling both Residential Flat/Flats to the intending Purchaser/Purchasers on ownership basis of a consideration as described hereunder in terms of Agreement with the above Owners and the Developers.

AND WHEREAS After obtaining the said Plan from the Owners/Vendors, the Developers herein duly construct a multi storied brick built building containing self contained flats/units/Garages, staircase, lift, common parts , common amenities and common facilities upon the said premises for residential and commercial purpose and the said building also known as "MADHUMALANCHA".

AND WHEREAS the Developers will construct a Multi-storied building upon the above-mentioned plot of land a building containing several self contained flats, Garages, Shops according to the sanctioned plan of the Dum Dum Municipality at his own cost according to the said agreement and the General Power of Attorney executed by the Owners/Vendors in favour of the Developers/Promoters.

AND WHEREAS The Purchaser/s herein being desirous of acquiring a **FLAT AND/OR UNIT** on ownership basis has approached the **OWNER/DEVELOPER** to sell and transfer a **FLAT AND/OR UNIT** in the said residential area and the **OWNER/DEVELOPER** herein has agreed to sell and transfer and the Purchaser/s has/have agreed to purchase and acquire i.e. **ALL THAT** piece and parcel of the **FLAT AND/OR UNIT** on the
Floor, Block- : "....." Flat No....., measuring about :-

- i) Carpet Area (a) square mtr (b)..... Square feet (.....) (approx)
- (ii) Covered Area: - (a) square mtr (b)..... Square feet (.....) (approx)

(iii) Super Build up: - (a) square mtr (b)..... Square feet (.....)

and one open Car Parking Space on the Floor, Block : ".....", measuring about :-

(i) Carpet Area (a) square mtr (b)..... Square feet (.....) (approx)

(ii) Covered Area: - (a) square mtr (b)..... Square feet (.....) (approx)

(iii) Super Build up: - (a) square mtr (b)..... Square feet (.....)

(approx) area the same a little more or less constructed at the premises 262, Pulin Avenue, Kolkata - 700081, situated at Mouza Sultanpur and particularly described in the Schedule 'B' hereunder written including the undivided proportionate share or interest on the land of the demised premises free from all encumbrances at @ Rs./- (Rupees

(i) Carpet Area (a) square mtr (b)..... Square feet (.....) (approx)

(ii) Covered Area: - (a) square mtr (b)..... Square feet (.....) (approx)

(iii) Super Build up: - (a) square mtr (b)..... Square feet (.....)

(approx)

only per square feet and/or square mtr sum of Rs./-(Rupees for flat and sum of Rs...../-(Rupees only for open Car Parking Space for a totaling consideration of Rs./-(Rupees only to which proposal the Developers/Promoters agrees and confirms.

AND WHEREAS Prior to execution of these presents the Purchasers have fully satisfied themselves and have agreed not to raise any objection as to the: **i)** Title of the **OWNER**. **ii)** Has fully understood the terms and conditions contained in the agreement. **iii)** Has inspected the said **PLAN** sanctioned by Dum Dum Municipality. **iv)** The right of the **OWNER/DEVELOPER** to enter into these presents.

AND WHEREAS The Purchasers herein further acknowledges that for the purpose of maintenance of the common parts and portions and for rendition of the common services making payment of the maintenance charges regularly and punctually is an essential condition of these presents.

ARTICLE-I - DEFINITIONS

IN THESE PRESENTS UNLESS IT IS REPUGNANT TO OR INCONSISTENT WITH THE FOLLOWING EXPRESSIONS SHALL HAVE THE FOLLOWING MEANINGS:

- (a) **ARCHITECT** shall mean the Architect firm or firms, company or companies whom the **OWNER** may appoint from time to time as the Architect of the Complex.
- (b) **BLOCK** shall mean the **BLOCK** as has been identified and in the manner identified by the **OWNER** that comprises the Said **FLAT AND/OR UNIT/** Apartment.
- (c) **CAR PARKING SPACE** shall mean the space for parking of a medium sized motor car and the said Car Parking Spaces will be located in the Ground Floor of any **BLOCK** in the complex and in case of open car parking space as may be decided and identified by the **OWNER/DEVELOPER**.
- (d) **COMMON PARTS** and **PORTIONS** in the **BLOCK** shall mean all such areas and facilities as mentioned in Part-I of the **FIFTH SCHEDULE**.
- (e) **COMMON PARTS** and **PORTIONS** in the **COMPLEX** shall mean all such areas and facilities as mentioned in **PART-II** of the **FIFTH SCHEDULE**.
- (f) **COMMON PORTIONS** shall mean Common parts and Common Portions in the **BLOCK** and in the **COMPLEX** detailed and provided in **PART-I** and **PART-II** of the **FIFTH SCHEDULE**.
- (g) **COMMON EXPENSES** shall mean those expenses incurred for rendition of Common Services to Common Portions. The details of such **COMMON EXPENSES** are provided in **SEVENTH SCHEDULE**.
- (h) **COMMON SERVICE/MAINTENANCE** shall mean those services rendered by the **OWNER/DEVELOPER** for the period as within mentioned or the Association of Flat

Owners for maintenance of the **COMMON PORTIONS**.

- (i) **COMPLEX** shall mean the Buildings comprising of several Building Blocks erected and/or constructed in the residential area and /or the additional area and /or the Entire Premises.
- (j) **OWNER** shall mean the said 1) **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED AND 2) SMT. LAKSHMI SARKAR, 3) SMT. MOUMITA SARKAR, 4) SRI SANJOY SAHA, 5) SMT. SOMA SAHA**, and shall include its successors and/or successors in office and assigns.
- (k) **PLAN** shall mean the plan sanctioned by Dum Dum Municipality and shall include any modification and/or alterations thereto and the Purchaser/s hereby consents to the same. Further any revised plan for vertical/lateral extension of the Complex may be submitted to Dum Dum Municipality for approval.
- (l) **ENTIRE PREMISES** shall mean **ALL THAT** piece of parcel of homestead land measuring an area of **40 Cottahs 03 Chittacks and 23 Sq.ft.** be the same a little more or less together with all appurtenances thereto lying situate under Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255, R.S. Khatian No. 1637, J.L. No. 10, R.S. No. 148, Touzi No. 173, within the local limits of Dum Dum Municipality being Municipal at **Holding No. 262, Pulin Avenue, Kolkata-700 081**, under Additional District Sub- Registry office Cossipore Dum Dum, in the District 24 Parganas (North) as provided in the **SECOND SCHEDULE** hereunder written and/or given.
- (m) **PURCHASER/S** shall mean the intending Purchaser/s abiding to the terms herein.
- (n) **PROJECT** shall mean the housing project "**MADHU MALANCHA**" undertaken for construction, erection and completion of the said **COMPLEX** to be constructed in accordance with the said **PLAN** at the said **PREMISES**.
- (o) **LAND SHARE** shall mean the area of land forming part of the said Entire Premies

which would be specifically allotted for a particular block/building and such land area for each block/building shall be determined by the **OWNER/DEVELOPER** upon completion of the said Complex and the Purchaser/s hereby consent/s to the same.

(p) **SUPER-BUILT-UP AREA** shall mean the saleable space and the proportionate share or interest forming part of the common parts and portion and the Architect shall determine the area occupied by various amenities/facilities.

(q) **SPECIFICATIONS** shall mean and include the various specifications, brief details are mentioned in the **FOURTH SCHEDULE** hereunder written and such specifications may be altered and/or changed and/or modified as may be required by the Architect from time to time in its absolute discretion and in the event of any Purchaser/s requiring any upgraded specification and/or better specification for a particular **FLAT AND/OR UNIT** then the Purchaser/s so requiring such upgraded specification shall be required to pay and bear such extra costs as may be decided by the **OWNER/DEVELOPER**.

(r) **SAID FLAT AND/OR UNIT** shall mean as defined in **THIRD SCHEDULE** below.

ARTICLE-II - INTERPRETATIONS

2.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Purchasers, then the portion of the whole amount payable by the Purchasers shall be in proportion to the area of the Purchasers' respective **FLATS AND/OR UNITS**, which will also include the proportionate area of the total common areas.

2.2 Any reference to statute shall include any statutory extension of modification or enactment of such statute, any rules, regulations or orders there under.

2.3 Any covenant by the Purchasers not to act or do anything shall be deemed to include their obligation not to permit the said act or things to be done.

2.4 Singular number shall include plural and vice versa.

2.5 Masculine gender shall include feminine and neuter genders and vice versa.

2.6 The paragraphs heading do not form part of this agreement and have been given only

for the sake of convenience and shall not be taken into account for the construction or the interpretation.

ARTICLE-III - COMMENCEMENT AND CONDITION PRECEDENTS

3.1 These presents shall be deemed to have commenced on and with effect from the....., hereinafter referred to as the **COMMENCEMENT DATE**.

3.2 The Super-Built-Up area of the **FLAT AND/OR UNIT** is tentative and is subject to final determination on completion and finishing of the **FLAT AND/OR UNIT**. For such final determination, the Parties confirm, accept and assure each other that the certificate of Architect and/or such other architect or architects that the **OWNER/DEVELOPER** may appoint from time to time, shall be final and binding on the Parties and none of the Parties shall be entitled to question and raise any objection and /or challenge the same at any time or under any circumstances.

ARTICLE-IV - SUBJECT MATTER OF SALE AND BASIC UNDERSTANDING

4.1 The **OWNER/DEVELOPER** has agreed to sell and transfer and the Purchasers have agreed to purchase and acquire on the terms and conditions stipulated herein the said **FLAT AND/OR UNIT** thereto subject to the Purchasers making payment of all the amounts agreed to be paid by the Purchasers to the **OWNER/DEVELOPER** also performing and observing all other terms and conditions hereinafter appearing.

4.2 The **COMMON PARTS** and **PORTIONS** in the **BLOCK** and the **COMMON PARTS** and **PORTIONS** in the **COMPLEX** be such as shall be necessary or be required and as thought fit and determined by the **OWNER/ARCHITECT** for the beneficial enjoyment of the said **FLAT AND/OR UNIT**.

4.3 The right of the Purchasers shall remain restricted to the said **FLAT AND/OR UNIT** only and the Purchasers shall have no right nor shall claim any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and the **OWNER/DEVELOPER** shall have the exclusive right to deal with the same.

4.4 The Purchasers confirm, accept and assure the **OWNER/DEVELOPER** that the Purchasers have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.

4.5 The Purchasers acknowledge at or before entering these presents that the **OWNER/DEVELOPER** has made known to the Purchasers that the **OWNER/DEVELOPER** has already acquired and /or shall be entitled to acquire any other piece or parcel of land adjoining or contiguous to the said Residential Area (hereinafter referred to as the **ADDITIONAL AREA**) and shall be entitled to provide all facilities and/or utilities existent the said Entire Premises to any new building and/or buildings which may be constructed on the said Additional Area including any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said Residential Area to the new building and/or buildings which may be constructed on the Additional Area including drainage, sewerage, transformer, generator, cable ducts, water lines, and such other facilities and/or amenities and/or utilities which are to be provided in the said Complex and or Entire Premises in terms of this agreement

ARTICLE-V CONSTRUCTION, ERECTION, COMPLETION AND POSSESSION

5.1 The said **BLOCK** will be constructed erected and completed in accordance with the said plan and with such specifications (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **FOURTH SCHEDULE** hereunder written) and/or with such materials as may be recommended by the Architect from time to time and the Purchaser/s hereby consents to the Architect changing and/or replacing any material and/or specification with such other material and/or specification as the Architect may think fit.

5.2 Subject to force majeure, within **24 month** of the **OWNER/DEVELOPER** shall make the **FLAT AND/OR UNIT** habitable and give notice to the Purchasers and the Purchasers shall,

within 15 (fifteen) days of date of the Notice, take possession of the **FLAT AND/OR UNIT** after fulfilling all obligations under these presents. The **OWNER/DEVELOPER** shall be entitled to a grace period of six months (hereinafter referred to as the **GRACE PERIOD**) if the **OWNER/DEVELOPER** fails to deliver the Possession of the Said **FLAT AND/OR UNIT** at that time the **OWNER/DEVELOPER** bound to pay the bank interest on paid amount.

5.3 For the purpose of completion of the said **BLOCK** and/or the **FLAT AND/OR UNIT**, the said **FLAT AND/OR UNIT** shall be deemed to have been completed if provided with electricity, (through sub meter) water and drainage facilities and it would not be necessary that the other common parts and portions of the Complex are complete and the Purchasers agree not to raise any objection and/or hindrance and the **OWNER/DEVELOPER** shall be entitled to continue with the completion of the common parts and portions without any obstruction or hindrance by the Purchasers or any person and/or persons claiming through or under him/her/it.

5.4 Within fifteen days from the date of notice being given by the **OWNER/DEVELOPER** to the Purchasers regarding completion of the said **FLAT AND/OR UNIT** the Purchasers shall take over possession of the said **FLAT AND/OR UNIT** subject to making payment of all amounts agreed to be paid by the Purchasers in terms of this Agreement it being expressly agreed and declared that in no event the Purchasers shall be entitled to take over possession and/or claim possession until such time all amounts agreed to be paid by the Purchasers are paid and discharged.

5.5 The **OWNER/DEVELOPER** shall intimate the Purchasers through a letter after the completion of the said flat for taking physical possession by paying full consideration amount and immediately upon such intimation letter the purchasers liability to pay maintenance charges for the said flat shall commence. The Purchaser shall deposit @ 15/- only per square feet for full one year to the **OWNER/DEVELOPER** towards for maintenance charges for one year. After completion of one year from the date of the first possession of any flat in the project the maintenance charges as will be then applicable shell

be paid by each unit owner to the owners association directly who shall be in charge for carrying out maintenance services at **Madhu Malancha**.

5.6 Request for up-gradation of materials and/or specification from the Purchasers will not be entertained at any stage of development. This will not preclude the Purchasers from suggesting any relocation of doors only before brickwork commences and the **OWNER/DEVELOPER** may undertake the same at its absolute discretion at Extra Cost.

5.7 From the Date of Possession and/or permissive possession to carry out interior work all outgoings in respect of the **FLAT AND/OR UNIT** including the proportionate share of the common expenses/maintenance charges mentioned in the Seventh Schedule hereto shall become payable by the Purchasers.

ARTICLE-VI - CONSIDERATION AND PAYMENT

6.1 In consideration of the above the Purchasers have agreed to pay to the **OWNER/DEVELOPER** a sum of **Rs./-(Rupees**) only (hereinafter referred to as the **CONSIDERATION AMOUNT**). The purchaser has agreed to and shall pay Government Tax (GST) at the applicable rates in addition to the consideration amount.

6.2 The said consideration amount shall be paid in the manner as appearing in the **SIXTH SCHEDULE (PART-I)** hereunder written.

6.3 The payment Schedule as indicated in **SIXTH SCHEDULE (PART-I)** hereunder written shall stand revised as per progress of work on the date of booking and /or execution of the agreement and the Purchasers shall be under an obligation to adhere to and make payment according to the revised payment schedule.

6.4 Time for payment shall always be the essence of the Contract. It would not be obligatory on the part of the **OWNER/DEVELOPER** to send any notice or letter calling upon the

Purchasers to make payment of the amounts agreed to be paid by the Purchasers and in the event of any default on the part of the Purchasers in making payment of any of the amounts agreed to be paid in terms of this agreement then and in that event without prejudice to any other right which the **OWNER/DEVELOPER** may have the **OWNER/DEVELOPER** shall be entitled to claim of bank interest per annum on all amounts remaining in arrears till such time the said amounts are recovered.

6.5 All payments shall be paid at the office of **OWNER/DEVELOPER** against proper receipts being granted by the **OWNER/DEVELOPER** it being expressly agreed that the Purchasers shall not be entitled and agree not to set up any oral agreement regarding the payments and due performance and observance of the terms and conditions herein contained.

6.6 At or before taking Possession of the said **FLAT AND/OR UNIT** in addition to the Consideration Amount and Other Charges, referred above, committed to be paid by the Purchasers the Purchasers shall be liable and has agreed to make the following payments:

- a) Electrical Meter Expenses – Rs 20,000/- per flat.
- b) Transformer Expenses - Rs 30,000/-

6.7 The Purchasers shall not claim possession or have possession of the said **FLAT AND/OR UNIT** unless and until they have paid the Consideration Amount and/or other Charges and/or the Deposits and all other Charges as stated in these presents.

ARTICLE-VII- DEFAULT IN PAYMENT

7.1 Time for payment and due performance and observance of the terms and conditions herein contained shall always remain as the essence of the contract.

7.2 In the event of the Purchasers failing to make payment of any amounts committed by them in terms of this agreement and/or failing to perform and observe any of the terms and

conditions herein contained and on the part of the Purchasers to be paid, performed and observed and if such default shall continue for a period of more than 30 days (thirty) days then and in that event without prejudice to any other right which the **OWNER/DEVELOPER** may have, the **OWNER/DEVELOPER** shall be entitled to terminate and/or determine this agreement with or without notice and without assigning any reason whatsoever or howsoever.

7.3 Upon the Purchasers committing default to make payment the **OWNER/DEVELOPER** shall have the sole discretion to termination and/or determination this agreement. Upon such termination and/or determination by the **OWNER/DEVELOPER** the Purchasers shall cease to have any right over and in respect of the said **FLAT AND/OR UNIT** and the properties appurtenant thereto or under this Agreement and upon such termination and/or determination the **OWNER/DEVELOPER** shall be entitled to forfeit a sum equivalent to 10% (ten percent) of the total amount paid as on the date of the said termination and the **OWNER/DEVELOPER** shall be entitled to enter into agreement for sale and transfer of the said **FLAT AND/OR UNIT** and properties appurtenant thereto without any obstruction and/or hindrance from the **OWNER** excepting that the Purchasers shall be entitled to receive refund of the Refundable Amount and such Refundable Amount shall be paid by the **OWNER/DEVELOPER** only after the **OWNER/DEVELOPER** has entered into an agreement for sale and transfer of the said **FLAT AND/OR UNIT** and the properties appurtenant thereto with any other person and/or persons and the Purchasers consents to the same.

ARTICLE-VIII NOMINATION/CANCELLATION

8.1 **NOMINATION:** These presents is personal to the Purchasers and in the event of the Purchasers nominating any other person and/or persons in their place and stead for acquiring the said **FLAT AND/OR UNIT**, the Purchasers or the nominee and/or nominees shall be liable to pay to the **OWNER/DEVELOPER** a sum to be calculated at the rate of `100/- (Rupees One Hundred) per Square Feet (hereinafter referred to as the

NOMINATION COSTS) for all such nominations.

8.2 CANCELLATION: In case after booking and /or the agreement for sale the purchasers desire to cancel the booking they shall make such application in writing to the **OWNER/DEVELOPER** herein. Upon receipt of such application, the **OWNER/DEVELOPER** shall be entitled to rebook the **FLAT AND/OR UNIT** in the name of any other Purchaser/s and the refund to the Purchasers shall be made only after such booking amount is received and after deducting 10% (ten percent) of the total amount paid as on the date of the said termination and any other amounts on account of any extra work modification carried out in the said **FLAT AND/OR UNIT**.

ARTICLE-IX - COVENANTS

9.1 The Purchasers have examined the **PLAN** under proper guidance and is acquainted with the Block and Complex that will be constructed on the Said Premises and the Purchasers have identified their requirement as stated in this Agreement and agrees that they shall neither have nor shall claim any right over any portion of the Block/Complex/Premises save and except the **FLAT AND/OR UNIT**.

9.2 In case of any internal addition and alteration of the said flat is carried out at the instance of the Purchasers in that event the Purchasers shall bear additional cost for carrying out such internal addition and alteration and also such charges and /or penalties as may be assessed under law by the concerned authorities.

9.3 The Purchasers admits and accepts that the **OWNER/DEVELOPER** shall have the first charge and/or lien over the **FLAT AND/OR UNIT** for all amounts remaining outstanding from the Purchasers.

9.4 The Purchasers admits and accepts that the **OWNER/DEVELOPER** and/or his employees and/or agents and/or contractors shall be entitled to use and utilize the Block Common Portions and the Complex Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the

Complex and/or extension thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.

9.5 The Purchasers consents to be a member of the Association of Flat Owners to be formed by the Owners of **FLAT AND/OR UNIT** in the Complex and the Purchasers agree and covenants:

i) To Co-Operate With The Other Co-Purchaser/s and the **OWNER/DEVELOPER**/and /or the Association of Flat Owners in The Management And Maintenance Of The Block/Complex.

ii) **TO OBSERVE** the rules framed from time to time by the **OWNER/DEVELOPER** and /or the Association of Flat Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.

iii) **TO ALLOW** the **OWNER/DEVELOPER** and /or the Association of Flat Owners with or without workmen to enter into the said **FLAT AND/OR UNIT** for the purpose of maintenance and repairs.

iv) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **SEVENTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **FLAT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNER/DEVELOPER** and upon the formation of the association or Co-operative Society or Private Limited Company. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Purchasers.

v) **TO DEPOSIT** the amounts reasonably required with the **OWNER/DEVELOPER** and upon the formation with the association or co-operative society or private limited company as the said case may be towards the liability for the rates and taxes and other outgoings.

vi) **TO PAY** charges for electricity in or relating to the said **FLAT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.

vii) **NOT TO** sub-divide the said **FLAT AND/OR UNIT** and/or the parking space or any portion thereof.

viii) **NOT TO** do any act deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **FLAT AND/OR UNIT**.

ix) **NOT TO** throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building.

x) **NOT TO** store or bring and allow to be stored and brought in the said **FLAT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.

xi) **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.

xii) **NOT TO** fix or install air conditions in the said **FLAT AND/OR UNIT** save

and except at the places which have been specified in the said **FLAT AND/OR UNIT** for such installation.

xiii) **NOT TO** do or cause anything to be done in or around the said **FLAT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **FLAT AND/OR UNIT** or adjacent to the said **FLAT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

xiv) **NOT TO** damage or demolish or cause to be damaged or demolished the said **FLAT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.

xv) **NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **FLAT AND/OR UNIT** which in the opinion of the **OWNER/DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNER/DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.

xvi) **NOT TO** install grills the design of which have not been suggested or approved by the Architect.

xvii) **NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **FLAT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

xviii) **NOT TO** raise any objection whatsoever to the **OWNER'S/DEVELOPER'S**

dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNER/DEVELOPER** subject to approval by the concerned authority.

- xix)** **NOT TO** make in the said **FLAT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNER/DEVELOPER** and/or any concerned authority.
- xx)** **NOT TO** use the said **FLAT AND/OR UNIT** or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking space, if allotted, anything other than private motor car and shall not raise or put up any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking any putting any articles shall not be allowed in the parking space.
- xxi)** **NOT TO** claim any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.
- xxii)** **NOT TO** use the allocated car space or permit the same to be used for any other purpose whatsoever other than parking of its own car.
- xxiii)** **NOT TO** park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the **OWNER/DEVELOPER**.

xxiv) **TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNER** before the formation of the and /or the Association of Flat Owners and after the and /or the Association of Flat Owners is formed.

xxv) **NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **FLAT AND/OR UNIT**.

xxvi) **NOT TO** place any signboard, hoarding, signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **FLAT AND/OR UNIT**.

9.6 The transfer shall be completed upon the **OWNER/DEVELOPER** causing execution and registration of the Transfer Deed in favour of the Purchasers.

9.7 For a period of one year from the date of the First Possession at any **FLAT/UNIT** the **OWNER/DEVELOPER** will manage and maintain the Block Common Portions and the Complex Common Portions.

9.8 The **OWNER/DEVELOPER** shall render all necessary cooperation to the Purchasers for obtaining housing finance for purchase of the **FLAT AND/OR UNIT**, if required by the Purchasers.

9.9 Subject to the Purchasers paying the installments of the Total Consideration and all other payments required to be made under this Agreement in time, the **OWNER/DEVELOPER** shall complete and finish the **FLAT AND/OR UNIT** within the time stipulated in this Agreement, unless prevented by force majeure.

ARTICLE-X- FORCE MAJEURE

10.1 The **OWNER/DEVELOPER** shall not be regarded in breach of any of the terms and

conditions herein contained and on the part of the **OWNER/DEVELOPER** to be performed and observed if it is prevented by any of the conditions herein below:

- i). Fire.
- ii). Natural calamity.
- iii). Tempest.
- iv). Labour unrest.
- v). Any prohibitory order from the Courts, Dum Dum Municipality and other authorities.
- vi). Any local problems/disturbances
- vii). Any other unavoidable circumstances beyond the control of the **OWNER/DEVELOPER**.

ARTICLE-XI - MISCELLANEOUS

11.1 These presents supersedes all the earlier agreements, memorandums, brochures and/or arrangements between the Parties hereto and the parties hereto shall be bound by the terms and conditions herein contained.

11.2 These presents has/have been prepared in duplicate. The original of this Agreement has been made over to the Purchasers. It shall be the Obligation and responsibility of the Purchasers to cause the deed of conveyance to be registered upon making payment of the stamp duty and registration charges payable in respect thereof and upon notice being given the **OWNER/DEVELOPER** shall remain present to admit the execution thereof and in the event the **OWNER/DEVELOPER** being saddled with any liability on account of the stamp duty and registration charges the Purchasers have agreed to indemnify and keep the **OWNER/DEVELOPER** indemnified and saved harmless from and against all costs charges claims action suits and proceedings.

11.3 These presents is personal and the Purchasers shall not be entitled to transfer, let out,

mortgage, grant lease in respect of the said **FLAT AND/OR UNIT** until such time the full amount of consideration have been paid by the Purchasers to the **OWNER/DEVELOPER** and the Purchasers performing and observing all the other terms and conditions herein contained and on the part of the Purchasers to be performed and observed **PROVIDED HOWEVER** after the full payment of the entire consideration amount the Purchasers shall be entitled to let out, grant, lease and/or mortgage and/or in any way deal with the said **FLAT AND/OR UNIT** for which no further consent of the **OWNER/DEVELOPER** shall be required however stipulations, rules and or obligations as to payment of maintenance charges shall be applicable in terms of this agreement

11.4 The right of the Purchasers shall remain restricted to the said **FLAT AND/OR UNIT** and in no event the Purchasers shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said Premises.

11.5 The **OWNER/DEVELOPER** shall not be held responsible in any manner whatsoever in the event the complex and/or the block and/or the unit is not completed or delayed due to non availability of steel & cement etc, delay in obtaining delivery of lifts, delay in obtaining electricity connection etc.

11.6 For the purpose of facilitating the construction of the said **FLAT AND/OR UNIT** in the aforesaid building the **OWNER/DEVELOPER** may apply for and obtain financial assistance from banks and other financial institutions.

11.7 The name of the **COMPLEX** shall be " **MADHU MALANCHA** " and will not be changed.

11.8 The **OWNER/DEVELOPER** and the Purchasers have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the **OWNER/DEVELOPER** and the Purchasers or to be construed as a joint venture or joint ventures between the Purchasers and the

OWNER/DEVELOPER nor shall the **OWNER/DEVELOPER** and the Purchasers constitute an association of persons. Each party shall keep the other party duly indemnified from and against the same.

11.9 The **OWNER/DEVELOPER** shall be entitled to all future vertical/lateral expansion of the said BLOCK and/or the complex by way of additional construction or otherwise and the Purchasers have agreed not to raise any objection in any manner whatsoever or howsoever.

11.10 These presents 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 Purchasers acknowledge upon signing this agreement, no other conditions, stipulations, representations, guarantees or warranties have been made by the **OWNER/DEVELOPER** other than what is specifically set forth herein.

11.11 It is hereby expressly agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further agreed by and between the parties hereto in the event of the **OWNER/DEVELOPER** being liable to make payment of any Sales Tax or Service Tax or any other statutory tax or duty or levy in respect of this Agreement, the Purchasers shall be liable and agrees to make payment of the same at or before taking over possession of the said **FLAT AND/OR UNIT**.

11.12 If any provision of these presents or the application thereof, to any circumstance, shall be invalid or unenforceable to some extent, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law. If any such provision is so held to be invalid, illegal and unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner, which is not invalid, illegal and unenforceable.

11.13 The **OWNER/DEVELOPER** shall have exclusive right over all open areas, unsold constructed areas within the premises as well as the area/s and/or portion/s and/or part/s of the premises separately held and/or occupied by the **OWNER/DEVELOPER** herein at and under the premises, which are not specifically allotted to any other person/s. It is pertinent hereto mention that the **OWNER/DEVELOPER** herein is/are holding and/or possessing and/or seizing demarcated and specified portion at the premises which is to be used, occupied, enjoyed, possessed and held by the **OWNER/DEVELOPER** herein and/or its/his/her assigns, representatives and/or transferee/s in the same manner as an owner can use, occupy, seize, possess and have free from all objection/s and/or claim and/or demand from any the Purchasers herein and/or any person whomsoever representing any person/s and the **OWNER/DEVELOPER** herein accordingly shall have the right, title and interest at and upon all ingress and/or egress of the all phases of the project hereof and/or the premises and or the complex , larger and smaller in every manner whatever available thereto.

11.14 The hoarding of **MADHU MALANCHA** may be erected in any of the **BLOCK** inside the Complex.

ARTICLE-XII - DOCUMENTATION CHARGES

12.1 The Advocate nominated by the **OWNER/DEVELOPER** shall draw all papers, documents and drafts required for and/or in connection with the various common purposes relating to the said building as envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole direction of the said Advocates' be determined to be reasonable and the costs and expenses of the same shall be borne and paid by the Purchasers as follows.

12.2 Stamp duty, registration charges Advocate Fees and other incidental expenses and/or in relation to conveyance of the said **FLAT AND/OR UNIT** and for obtaining approval and consent 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 Purchasers.

12.3 At or before taking delivery of possession the Purchasers shall also pay the estimated cost and expenses to cover the aforesaid stamp duty, registration charges Legal Charges and other incidental expenses and/ or in relation to Registration of Deed of Conveyance of the said **FLAT AND/OR UNIT**.

ARTICLE-XIII NOTICE

13.1 All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 15th 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 - ARBITRATION

14.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the arbitration by the arbitrator appointed by the **OWNER/DEVELOPER** under the provisions of the Arbitration and Conciliation Act, 1996.

ARTICLE-XV - JURISDICTION

15.1 In connection with the aforesaid arbitration proceedings and all other proceedings the courts in Kolkata only shall entertain and try all actions, suits and proceeding arising out of this agreement.

THE FIRST SCHEDULE

(TITLE)

WHEREAS One Narendra Nath Bandyopadhyay purchased a plot of land measuring about 2 Bigha 6 Cottahs 9 Chittacks more or less at present physical measurement of the land 37 Cottahs 12 Chittacks lying and situated at Mouza -Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, in the District 24 Parganas by virtue of registered Deed of Conveyance dated 29th October 1954 which was duly registered at the office of Sub Registrar Cossipore Dum Dum, recorded in Book No. 1,

Volume No. 79, Pages 83 to 86, Being No. 5840 for the year 1954 from Sri Mohini Mohan Bandyopadhyay.

AND WHEREAS said Narendra Nath Bandyopadhyay died intestate on 22.01.1987 leaving behind him surviving his wife Smt. Sudha Rani Bandyopadhyay, five sons namely Sri Plaban Kumar Bandyopadhyay, Sri Pratik Banerjee, Sri Probal Kumar Banerjee, Sri Prabir Kumar Banerjee, Sri Prolay Kumar Banerjee and three daughters Smt. Sukla Mukherjee, Smt. Swati Chatterjee and Smt. Krishna Ganguly as his only legal heirs and successors to inherit the property left by him .

AND WHEREAS thereafter said Smt. Sudha Rani Bandyopadhyay died intestate on 04.06.2011 leaving behind her five sons namely Sri Plaban Kumar Bandyopadhyay, Sri Pratik Banerjee, Sri Probal Kumar Banerjee, Sri Prabir Kumar Banerjee, Sri Prolay Kumar Banerjee and three daughters Smt. Sukla Mukherjee, Smt. Swati Chatterjee and Smt. Krishna Ganguly as her only legal heirs and successors to inherit the property left by her.

AND WHEREAS the said Sri Plaban Kumar Bandyopadhyay, Pratik Banerjee, Probal Kumar Banerjee, Prabir Kumar Banerjee, Prolay Kumar Banerjee, Smt. Sukla Mukherjee, Smt. Swati Chatterjee and Krishna Ganguly jointly became the owners of 2 Bigha 6 Cottahs 9 Chittacks more or less at present physical measurement of the land 37 Cottahs 12 Chittacks lying and situated at Mouza -Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at Holding No. 262, Pulin Avenue, Kolkata-700081, in the District 24 Parganas (North).

AND WHEREAS the said Sri Plaban Kumar Bandyopadhyay, Pratik Banerjee, Probal Kumar Banerjee, Prabir Kumar Banerjee, Prolay Kumar Banerjee, Smt. Sukla Mukherjee, Smt. Swati Chatterjee and Krishna Ganguly herein are seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of undivided **1/8th share of total** land measuring about 2 Bigha 6 Cottahs 9 Chittacks more or less at present physical measurement of the land 37 Cottahs 12 Chittacks together with structure measuring about 800 Sq. ft. more or less **i.e. land measuring about 4 Cottahs 11 Chittacks 22 1/2 Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less lying and situated at

Mouza -Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at Holding No. 262, Pulin Avenue, Kolkata-700081, in the District 24 Parganas (North), morefully and particularly described in the Schedule hereunder written and hereinafter called the said property .

AND WHEREAS the Sri Plaban Kumar Bandyopadhyay is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza -Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 8911 to 8928, Being No. 01801 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating his name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Sri Pratik Banerjee is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza -Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 9000 to 9018, Being No. 01807 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating his name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Sri Probal Kumar Banerjee is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 8929 to 8946, Being No. 01803 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating his name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Sri Prabir Kumar Banerjee is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 8965 to 8981, Being No. 01805 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating his name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Sri Prolay Kumar Banerjee is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at

Holding No. 262, Pulin Avenue, Kolkata-700081, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 9019 to 9036, Being No. 01808 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating his name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Smt. Sukla Mukherjee is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza -Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 8947 to 8964, Being No. 01804 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating her name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Smt. Swati Chatterjee is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza -Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 8982 to 8999, Being No. 01806 for the year 2013 at

Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating her name and by paying taxes and revenues to the competent authority.

AND WHEREAS the Smt. Krishna Ganguly is seized possessed of and sufficiently entitled to all that piece and parcel of undivided land measuring about **4 Cottahs 11 Chittacks 22 ½ Sq. ft. more or less** together with structure measuring about 100 Sq. ft. more or less be the same a little more or less lying and situated at Mouza -Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255 under Dum Dum Municipality, at **Holding No. 262, Pulin Avenue, Kolkata-700081**, in the District 24 Parganas (North), under Dum Dum Municipality, Ward No 04, and by way of through a registered Deed of Conveyance which was executed and registered on 22nd. Day of February 2013 sold and transferred to **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** and the same was copied in Book No. I, CD Volume No. 4, Pages from 9037 to 9054, Being No. 01809 for the year 2013 at Additional District Sub-Registrar of Cossipore Dum Dum, West Bengal by mutating her name and by paying taxes and revenues to the competent authority.

AND WHEREAS one Mohini Mohan Bandopadhyay was well and seized and possessed of or otherwise well and sufficiently entitled to, inter - alia, the land measuring about 21 Decimal comprised in Dag No. 2069, Khatian No. 255, at Mouza - Sultanpur, J.L. No. 10, Touzi No. 173, R.S. No. 148, Police Station - Dum Dum, the then was written the area of Sultanpur I Gram Panchayet.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 30.10.1954, the said Mohini Mohan Bandopadhyay out of the said 21 Decimal of land sold, transferred and conveyed, unto and in favour of one Sri Narendra Chandra Bandopadhyay, son of Late Josoda Kumar Bandopadhyay, the land measuring an area of 17 ¾ Decimal comprised in said Dag No. 2069, Khatian No. 255, at Mouza - Sultanpur, J.L. No. 10, Touzi No. 173, R.S. No. 148, Police Station - Dum Dum, in the District of North-24-Parganas along with some other landed properties which was registered before the Addl. District Sub-Registrar Cossipore, Dum Dum and recorded therein in Book No. I, Volume No. 79, Pages 83 to 86, Being Deed No. 5840 for the year 1954.

AND WHEREAS after said purchase the said Narendra Chandra Bandopadhyay being the absolute owner of the said land by virtue of aforesaid Deed of Conveyance and while seized and possessed thereof and well and sufficiently entitled to the said land after paying of taxes and revenues transferred out of the said land measuring about 02 Cottahs 07 Chittacks 23 Sq.ft. more or less with a R.R. Shed measuring and area 100 Sq.ft. after identified the said land as scheme plot No. 2/B, by way of Gift unto and in favour of his eldest married daughter Smt. Sukla Mukherjee wife of Sri Sambhu Nath Mukherjee, by virtue of a Registered Deed of Gift dated 26.11.1986 which was registered before Addl. District Sub-Registrar office Cossipore, Dum Dum, and recorded therein Book No. I, Volume No. 94, Pages 99 to 106, Being Deed No. 5106 for the year 1986.

AND WHEREAS after having the said land by virtue of the aforesaid Deed of Gift Smt. Sukla Mukherjee was seized and possessed thereof by mutating her name in the Record of Dum Dum Municipality being **Holding No. 261/1, Pulin Avenue, Kolkata - 700081** and premises No. 25/4, Pulin Avenue, Kolkata - 700081 and by payment of taxes and was well and sufficiently seized and possessed thereof as absolute owner.

AND WHEREAS by a Deed of Conveyance dated 27.06.2008 registered at the office of the Addl. District Sub-Registrar Cossipore, Dum Dum, copied in Book No. I, Being No. 7435 for the year 2008 Smt. Sukla Mukherjee, described therein as the Vendor, sold, transferred and conveyed to Sri Pran Sankar Sutradhar, ALL THAT piece or parcel of land measuring as area 02 Cottahs 07 Chittaks 23 Sq.ft. more or less together with one R.T. Shed measuring an area 100 Sq.ft. comprised in Dag No. 2069, Khatian No. 255, at Mouza - Sultanpur, being Plot No. 2/B, Holding No. 261/1, Pulin Avenue, Kolkata - 700081, Police Station - Dum Dum within the limits of Dum Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the Schedule thereunder written.

AND WHEREAS after the said Sri Pran Sankar Sutradhar duly mutated his name in the records of Dum Dum Municipality being Holding No. 261/1, Pulin Avenue, and Kolkata - 700081.

AND WHEREAS Sri Pran Sankar Sutradhar, the vendor herein, is thus well seized and possessed of or otherwise well and sufficiently entitled to the property measuring an area 02(two) Cottahs 07(Seven) Chittacks 23(Twenty Three) Sq.ft. with one R.T. Shed measuring

an area 100 Sq.ft. comprised in Dag No. 2069, Khatian No. 255, at Mouza – Sultanpur, being Plot No. 2/B, Holding No. 261/1, Pulin Avenue, Kolkata – 700081, Police Station – Dum Dum, within the limits of Dum Dum Municipality, in the District of 24-Parganas(North).

AND WHEREAS after having the said land by a Deed of Conveyance dated 23.09.2010 registered at the office of the Addl. Registrar of Assurances-II, Kolkata, West Bengal, copied in Book No. I, CD Volume No. 38, Page from 1061 to 1077, Being No. 11776 for the year 2010 **SRI PRAN SANKAR SUTRADHAR**, described therein as the Vendor, sold, transferred and conveyed to **M/S. RAJ NANDINI CONSTRUCTION**, ALL THAT piece or parcel of land measuring as area 02 Cottahs 07 Chittaks 23 Sq.ft. more or less together with one R.T. Shed measuring an area 100 Sq.ft. comprised in Dag No. 2069, Khatian No. 255, at Mouza – Sultanpur, being Plot No. 2/B, Holding No. 261/1, Pulin Avenue, Kolkata - 700081, Ward No. 04, Police Station – Dum Dum within the limits of Dum Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the Schedule thereunder written.

AND WHEREAS after the said **M/S. RAJ NANDINI CONSTRUCTION** duly mutated their name in the records of Dum Dum Municipality being Holding No. 261/1, Pulin Avenue. Kolkata – 700081, Ward No. 04.

AND WHEREAS after having the said land by a Deed of Conveyance dated 22.02.2013 registered at the office of the Additional District Sub-Registrar Cossipore Dum Dum, West Bengal, copied in Book No. I, CD Volume No. 4, Page from 8893 to 8910, Being No. 01791 for the year 2013 **SMT. LAKSHMI SARKAR**, wife of Sri Swapan Kumar Sarkar, by faith Hindu, by Nationality Indian, by Occupation Housewife, **SMT. MOUMITA SARKAR**, daughter of Sri Swapan Kumar Sarkar, by faith Hindu, by Nationality Indian, by Occupation Service, both residing at 25, Vivekananda Sarani, P.O. Italgacha, P.S. Dum Dum, Kolkata – 700079 **SRI SANJOY SAHA**, son of Late Bimal Prasad Saha, by faith Hindu, by Nationality Indian, by Occupation Business, **SMT. SOMA SAHA**, wife of Sri Sanjoy Saha, by faith Hindu, by Nationality Indian, by Occupation Business, all residing at 2 No. Motilal Colony, P.S. Dum Dum, Kolkata – 700081, District North 24-Parganas, ALL THAT piece or parcel of land measuring as area 02 Cottahs 07 Chittaks 23 Sq.ft. more or less together with one R.T. Shed measuring an area 100 Sq.ft. comprised in Dag No. 2069, Khatian No. 255, at Mouza –

Sultanpur, being Plot No. 2/B, **Holding No. 261/1, Pulin Avenue, Kolkata - 700081**, Ward No. 04, Police Station - Dum Dum within the limits of Dum Dum Municipality, in the District of 24-Parganas (North), morefully and particularly described in the Schedule thereunder written.

AND WHEREAS after the said **Smt. Lakshmi Sarkar, Smt. Moumita Sarkar, Sri Sanjoy Saha and Smt. Soma Saha** duly mutated their name in the records of Dum Dum Municipality being **Holding No. 261/1, Pulin Avenue. Kolkata - 700081**, Ward No. 04.

AND WHEREAS the above Owners/Vendors are appearing in the record of the Dum Dum Municipality in respect of their respective Holdings having two Separate Holding Nos. that is No. **262, Pulin Avenue, Dum Dum, Kolkata -700081 & 261/1, Pulin Avenue, , Dum Dum, Kolkata -700081.**

AND WHEREAS the Owners/Vendors are willing to amalgamate their properties and to amalgamed the three Holding Nos. in a singular **Holding No. 262, Pulin Avenue, Dum Dum, Kolkata -700081** in the record of the Dum Dum Municipality, both the properties are very much adjacent, more fully and specifically described in the Schedule "A" hereunder written.

AND WHEREAS for the above purpose both the holding shall be joined into a single Holding and the total measurement of the land shall be **40Cottahs 3 Chittacks 23 Sq.ft.**

AND WHEREAS the party of the First Part meaning the 'OWNERS' of the land and premises being desirous to construct a Multi-storied Building and Garage on the Ground Floor on the aforesaid land described herein below and the Party of the First Part hereto approached the Party of the Second Part herein, a firm of **M/S. BETOP HOUSING DEVELOPERS PRIVATE LIMITED** a Private Limited Company registered under Indian Companies Act. having its Principal Place of Business at 466A, P.K. Guha Road, Police Station Dum Dum, Kolkata - 700 028, being represented by its Director **SRI RATNANKUR SENGUPTA** son of Late Ratan Sengupta, by faith Hindu, by Nationality Indian, by Occupation - Business, residing at 422, 2½ No. Motilal Colony, Kolkata - 700 081, P.O. Rajbari, P.S. Dum Dum, Kolkata - 700 081, District North 24-Parganas to construct a Multi-storied Building thereon at their own costs and expenses and to sell/but to the intending Purchaser/Purchasers accordingly.

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE ENTIRE PREMISES)

ALL THAT piece of parcel of homestead land measuring an area of **40 Cottahs 03 Chittacks and 23 Sq.ft.** be the same a little more or less together with all appurtenances thereto lying situate under Mouza –Sultanpur, P.S. Dum Dum, Dag No. 2064, 2065, 2069, Khatian No. 663, 865, 255, R.S. Khatian No. 1637, J.L. No. 10, R.S. No. 148, Touzi No. 173, within the local limits of Dum Dum Municipality being Municipal at **Holding No. 262, Pulin Avenue, Kolkata-700 081**, under Additional District Sub- Registry office Cossipore Dum Dum, in the District 24 Parganas (North).

The property is butted and bounded as follows :

ON THE NORTH : Property of Partha Guha.
ON THE SOUTH : Pulin Avenue.
ON THE EAST : Pulin Avenue.
ON THE WEST : Pulin Avenue.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(FLAT AND/OR UNIT)

ALL THAT self-contained, independent, flat having

(i)Carpet Area (a) square mtr (b)..... Square feet (.....) (approx)
(ii)Covered Area: - (a) square mtr (b)..... Square feet (.....) (approx)
(iii)Super Build up: - (a) square mtr (b)..... Square feet (.....) (more or less) along with one allotted common car parking space: -
(i)Carpet Area (a) square mtr (b)..... Square feet (.....) (approx)
(ii)Covered Area: - (a) square mtr (b)..... Square feet (.....) (approx)
(iii)Super Build up: - (a) square mtr (b)..... Square feet (.....) (approx) having super-built-up-area of square feet (more or less) consisting of bed rooms, One Dining-cum-Drawing room, One kitchen, Two toilets and One balcony being Flat No. at the Floor of Block - “.....” at the Project known as “MADHUMALANCHA” constructed on the premises stated in the First Schedule herein

above TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building.

THE FOURTH SCHEDULE
(SPECIFICATIONS OF FLAT)

- FOUNDATION** : Earth Quake Resistant RCC Framed Structure
- WALLS FINISH** : Interior: Conventional Brickwork with smooth, impervious Putty finish (Putty of Asian paints/ Berger).
Exterior : Acrylic/Textured Paint.
- FLOORING** : Living/Dining & All Bed Rooms- Vitrified Tiles.
- KITCHEN** : Flooring- Vitrified Tiles.
: Wall- Ceramic Jhonson Tiles.
Fittings - Granite Platform with honed edges.
Stainless Steel Sink. Dado of Ceramic Tiles upto 4 feet above the counter/platform.
Modular Electrical Points for Refrigerator, Aquaguard, Chimney & Mixer Grinder, Microwave and induction.
Basin in Dinning to be provided and washing machine point to be provided.
- TOLIET** : Flooring - Ceramic Tiles.
: Wall - Ceramic Jhonson Tiles.
: Toilet Walls- Good Quality Jhonson Tiles on the Walls upto door height.

- : Fittings - Western type commode of Parryware/Hindware or equivalent make. CP fittings of ESSCO/Jaquar or equivalent make. Electrical points for geyser, mixture & Exhaust.
- DOORS & WINDOWS** : Door Frame - Made of Sal Wood
: Main Door - Segun teak Wood Hinges and Door Eye.
: Internal Doors - Flushed Doors with Laminates & Hinges.
: Windows- Fully glazed Sliding Anodized Aluminium Windows.
- ELECTRICAL** : Total 37 electric points including 1 AC points and 4 15 Amp Plug point. Intercom connection to be provided.
: Copper wiring from Havells or equivalent with central MCB Modular switches of reputed brands.
: Power backup for common uses.
- LIFT, STAIRS & LOBBIES** : Lift of Reputed make
: Stairs & Floor Lobbies - Marble to be used.

THE FIFTH SCHEDULE ABOVE REFERRED TO (COMMON PORTIONS)

PART-I

A. COMMON PARTS and PORTIONS in the BLOCK.

1. Lift.
2. 24 hrs Water Supply.
3. Staircase.

PART-II

B. COMMON PARTS and PORTIONS in the COMPLEX.

1. Well equipped Modern Gym.
2. A C Community Hall.

3. 24 hours power backup for common uses.
4. Round the Clock Security including intercom system.
5. Swimming pool.
6. Skywalk.

THE SIXTH SCHEDULE (CONSIDERATION AND PAYMENT)

- i) 20% of the consideration on Agreement for sale.
- ii) 20% of the consideration cost on Foundation complete.
- iii) 10% of the consideration cost on Ground floor roof casting.
- iv) 10% of the consideration cost on First Floor Roof Casting.
- v) 10% of the consideration cost on Second Floor Roof Casting
- vi) 10% of the consideration cost on Third Floor Roof Casting
- vii) 10% of the consideration cost on Fourth Floor Roof Casting
- viii) 5% of the consideration cost on completion of Brick Work.
- ix) 5% of the consideration cost on Completion of Flooring on Possession of the said.

FLAT/CAR PARKING AND/OR UNIT.

THE SEVENTH SCHEDULE
(COMMON EXPENSES)

1. Establishment and all other capital and operational expenses of the Association of Flat Owners.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto..
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common

use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.

- 7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any **FLAT AND/OR UNIT**) walls of the Blocks.
- 8. All expenses for running and operating all machinery, equipments and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level.
- 9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchasers.
- 10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

RECEIVED of and from the within named PURCHASERS within mentioned sum of Rupees Only.

MEMO OF CONSIDERATION

Date	Bank	Cheque No	Amount
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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 AND DELIVERED BY THE PARTIES

AT KOLKATA IN THE PRESENCE OF:

WITNESSES:

1.

SIGNATURE OF THE OWNER

2.

SIGNATURE OF THE DEVELOPERS

SIGNATURE THE PURCHASERS

DATED THIS DAY OF 2019.

M/S BETOP HOUSING DEVELOPERS PRIVATE LIMITED

..... DEVELOPER.