

ALLOTMENT/BOOKING LETTER

Dear Mr./ Mrs.

Sub: Allotment of Flat No. _____ No. of Rooms _____ Sq. Ft. _____ in Floor _____ in _____

We are pleased to inform you that Apartment No.....in Block____of _____ has been allotted in your name/s for sale consideration of Rs._____ (in Words)

(Rupees only). You are hereby requested to make the payments as per the following within time, for continuation of the allotment of the apartment in your name/s.

The sale consideration price not includes the cost of car park area.

The detailed payment schedule for the above – mentioned apartment is as follows:

a) On signing the agreement	15%
b) On completion of foundation work	10%
c) On commencement of basement floor slab	10%
d) On commencement of Level One slab	10%
e) On commencement of Level Two slab	10%
f) On commencement of Level Three slab	10%
g) On commencement of Level Four slab	10%
h) On commencement of partition wall work	10%
i) On commencement of floor work	10%
j) At the time of handing over the possession	5%

Please Note: Maintenance Deposit, BESCO/BWSSB, Stamp Duty, Registration charges, Legal Charges and other statutory charges per annexure to the Sale Agreement shall be payable on completion of the construction and registration of the Sale Deed, whichever is earlier.

Kindly arrange to make payment as hereunder:

1. Rs. _____ /- (Rupees _____) as advance towards 15% of the total cost of apartment on the date of allotment.

2. Sale Agreement will be executed on receipt of the 15% of the sale price **(which shall not be later than 30 days from the date of allotment.)**

Thanking you and assuring you of our best attention and services at all times

Yours faithfully,

For

TERMS AND CONDITIONS OF ALLOTMENT

1. The Payment of Rs. _____ /- (Rupees _____) shall be made on the date of allotment.

2. 15% of the Sale price payable at the time of signing the agreement shall be inclusive of Booking amount of Rs. _____ /- (Rupees _____), **(which shall not be later than 30 days from the date of allotment.)**

3. In addition to the cost of the flat, the purchasers shall be liable to pay Maintenance Deposit, BESCOM/BWSSB, Stamp Duty, Registration charges, Legal charges and other statutory levies as per annexure to the Sale Agreement.

4. The Purchasers shall also be liable to pay VAT, Service Tax and all other taxes as applicable.

5. The cost of the Flat is inclusive of one car park area, Pool and club house membership.

6. The final payment of 5% to be made at the time of possession shall be necessarily by way of Demand Draft/Banker's Cheque.

7. If the allotment is to be canceled at the request of the allotted, before signing the agreement, the same shall attract a penalty of 15% of the Booking amount.

8. Please make your Cheque payable to "_____".

9. We suggest that NRI purchasers should use their respective NRE accounts to make all transfers starting with the booking amount, the payment schedule and all other charges mentioned in this allotment letter.

10. Wiring instructions available upon request.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the day of _____ A.D.
BETWEEN (1) SRI RAM CHANDRA MONDAL, PAN – AOQPM792D, son of Late Jogendra Nath Mondal, by Nationality – Indian, by faith – Hindu, by occupation – Retired, (2) **SMT. SHEFALI MONDAL**, PAN – CTFPM8309E, wife of Sri Ram Chandra Mondal, by Nationality – Indian by faith – Hindu, by occupation Housewife, both are residing at 37/3, S.N. Roy Road, Post Office – **Sahapur**, Police Station – **Behala**, Kolkata – 700038, hereinafter called and referred to as the **“OWNERS/VENDORS”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

Said (1) **SRI RAM CHANDRA MONDAL**, PAN AIQPM0792D AND (2) **SMT. SHEFALI MONDAL**, PAN CTFPM8309E (the **Owners/Vendors/First party** herein) are being represented by their constituted **ATTORNEY** namely **S. PAIK & CO.**, a sole proprietorship firm, having its office at 2B, S.N. Roy Road, Post Office – **Behala**, Police Station – Behala, Kolkata – 700034, represented by its Proprietor **SRI ANIL KUMAR PAIK** alias **SANKAR PAIK**, PAN – AFLPP6567R, son of Late Panchu Gopal Paik. Nationality – Indian by faith – Hindu, by occupation – Business, residing at 2B, S. N. Roy Road, Post Office – **Behala**, Police Station – Behala, Kolkata – 700034 by a registered **DEVELOPMENT AGREEMENT & GENERAL POWER OF ATTORNEY** which was registered on **12.10.2018** at the Office of Additional District Sub-Registrar – Behala, South 24 Parganas and recorded at Book No. 1, Volume No. 1607-2018, Page Nos. 337716 to 337778, Being No. 160710275 for the year 2018.

AND

S. PAIK & CO., a sole proprietorship firm, having its office at 2B, S.N. Roy Road, Post Office – **Behala**, Police Station – Behala, Kolkata – 700034, represented by its Proprietor **SRI ANIL KUMAR PAIK** alias **SANKAR PAIK**, PAN – AFLPP6567R, son of Late Panchu Gopal Paik, by Nationality – Indian, by faith – Hindu, by occupation – Business, residing at 2B, S.N. Roy Road, Post Office – Behala, Police Station – Behala, Kolkata – 700034, hereinafter called and referred to as the **“BUILDER”** (which expression shall unless excluded by or repugnant to the context hereto be deemed to include his heirs, executors, administrators, successors-in-office, legal representatives and/or assigns) of the **SECOND PART**.

AND

(1) _____, PAN _____, Aadhaar No. _____
Son/Daughter/Wife of _____, by faith _____,
by occupation _____, (2) -
_____, PAN _____, Aadhaar No. _____,
Son/Daughter/Wife of _____, by faith _____,
by occupation _____, both residing at _____

_____, hereinafter jointly called and referred to as the **“PURCHASERS”** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART** ;

A. In this Agreement of Sale unless it be contrary of repugnant to the subject or context the following words and /or expressions shall mean as follows :-

The said **“PROPERTY”** shall be divided and demarcated portions of land measuring **5 (five) Cottahs 7 (seven) Chttaks 41 (forty one) sft**, more or less (3 Cottahs 4 Chittaks 30 Sft. + 2 Cottahs 3 Chittaks 11 Sft.) lying and situated at Mouza – Behala, J.L. No. 2, Revenue Survey No 8, under C.S. Khatian Nos. 2533 & 2522, Dag Nos. 4450, 4440, 4439, 4443, R.S. Khatian No. 6782, Dag No. 12752/14123 & 12751, Khatian No. 6782,

Dag No. 12751/14069 & 12843, presently within the limits of the Kolkata Municipal Corporation (S.S. Unit), K. M. C, Premises No. **48, Diamond Harbour Road**, Kolkata – 700060 under Police Station – formerly Behala presently **Parnashree**, Addl. District Sub-Registrar Office – Behala in the District of South 24 Parganas containing in the Schedule – “A” or FIRST SCHEDULE hereunder written which shall also mean and include the new building or buildings to be constructed of the said premises together with additional floors or stories to be constructed thereon.

- # **“BUILDING”** shall be **Multi Storied Building** inclusive of garage space which the BUILDER has agreed to construct according to a sanctioned Plan at the said property.
- # **“FLAT”** shall mean a cover space consisting of bed rooms, drawing-cum-dining, toilet, kitchen balcony etc. and all fittings, fixtures therein along with undivided share of land measuring super built up area more or less **960 Sft.** morefully described in the SCHEDULE – “B” written hereunder.
- # **“UNIT”** shall mean an covered space in the building intended of or capable of being exclusively occupied and enjoyed including facility of common toilet.
- # **“PARKING SPACE”** shall mean only either in the open land and or ground or in any covered space as the case may be in the said property reserved for parking of a motor car/ motor cycle as per sanction plan.
- # **“COMMON PARTS”** shall mean the equipment and accessories provided for and / or reserved in the said Building including the common passage around the premises, courtyard, stair-case, landings, septic tank, Semi underground water reservoir, overhead tank and motor & pumps) (if any) electrical installations etc. for common use and enjoyment of the intending Purchasers.
- # **“COMMON EXPENSES”** shall mean and include a proportionate share of costs, charges and expenses for working, maintenance, upkeep, repairs and replacement of the common parts and common amenities excluding proportionate share of Municipal tax and other taxes and levies relating to or connected with the said Building and the said property Purchasers shall form Owner Association or Body or Owners Association in any name for maintenance and cost of maintenance will be borne by the owners proportionately.
- # **“DEVELOPMENT AGREEMENT/PRINCIPAL AGREEMENT”** shall mean the Agreement dated **12.10.2018** between the Landowners/First Party herein and the Builder / **Second** Party herein to the construction and erection of the Building and sale of the flat/s in the Builder’s Allocation thereof referred to above.
- # **“COVERED AREA”** shall mean the carpet area of the flat including internal partition walls and peripheral walls of that flat and 50% of common walls.
- # **“BUILT-UP AREA”** shall mean the summation of covered area and proportionate share of total staircase (as per sanction plan) to covered area.

- # **“COMMON AREA”** shall mean the common passage around the premises, courtyard, stair-cases, landings, septic tank, septic underground water reservoir, overhead tank, motor pumps, electrical installations etc. for common use and enjoyment of the intending Purchasers.
- # **“SUPPER BUILT-UP AREA”** shall mean and include for the determination of the payable area for the intending Purchasers.
- # **“PROPORTIONATE SHARE”** shall mean in the case of any unit/ flat and/ or car parking space the proportion or ration which the floor space of any flat, unit and/or any car parking space bears to the aggregate of all the floor spaces of all the flats and all the car parking spaces in the said property but excluding the area comprising the common parts and the common areas thereof in the said property and the building.
- # **“THE PRONOUN ‘HE’ OR ‘HIS’** in these presents shall mean and be construed to have been used to mean any person or persons (male or female) a firm a company or any other legal entity capable of holding property if the tontext so admits.

B. **WHEREAS** one **SOURINDRA NATH ROY**, since deceased was the owner or various landed properties in Behala and during his lift time he distributed the same amongst his four sons, including one of his sons Sri Sachindra Nath Roy in the year 1946, by executing and registering separate Deeds of Gift and said Sachindra Nath Roy, by virtue of the said Deed of Gift got absolutely the properties recorded in C.S. Khatian Nos. 2533 and 2532, Dag Nos. 4450, 4440, 4443, 4431, 4442 at Mouza – Behala, J.L. No. 2, R.S. No. 83, Police Station – Behala, District South 24 Parganas and the said property was recorded in Revisional Settlement in the name of the said SRI SACHINDRA NATH ROY in R.S. Khatian Nos. 6782 & 6781. R.S. Dag No. 14123, 12751/14060 and others which was recorded as the Municipal Holding No. 34, Diamond Harbour Road within the South Suburban Municipality and at present within the limits of the Kolkata Municipal Corporation commonly known as Roy’s Bara Bagan.

AND WHEREAS said SRI SACHINDRA NATH ROY received a loan amounting to Rs. 50,000/- (Rupees Fifty thousand) only from the Calcutta Insurance Company in the year 1946 by hypothecating his properties got from his father by virtue of the Deed of Gift and a formal Deed of Mortgage was executed and registered on 26.11.1946 at Behala Sub-Registry Office the said Mortgage Deed was recorded in Book No. 1, Volume No. 29, Pages from 283 to 292, Being No. 1452 of the year 1946 at Behala, Sub-Registry Office.

AND WHEREAS the said SRI SACHINDRA NATH ROY failed and / or neglected to clear the aforesaid mortgage, debts, the Life Insurance Corporation of India, the Successor to the assets and li abilities of the Calcutta Insurance Company the Original mortgagee, instituted a suit against the said SRI SACHINDRA NATH ROY being the title Suit No. 3 of 1954 in the Court of the 7th Subordinate Judge at Alipore for realisation of the money with interest and got a decree for a sum of Rs. 90,267.55 p/ (Rupees Ninety Thousand Two Hundred Sixty Seven and paise fifty five) only.

AND WHEREAS the said Life Insurance Corporation of India put the said decree in execution in Title Execution Case No. 19 of 1974 for realisation of the decretal dues.

AND WHEREAS by a registered Deed of Lease dated 01.10.1963 executed by and between said SRI SACHINDRA NATH ROY as the “Lessor” and said SRI RAM CHANDRA MONDAL AS Lessee and registered at Behala Sub-Registry office on 03.10.1963, a plot of land measuring more or less 03 (Three) Cottahs with a room thereon was let – out to said SRI RAM CHANDRA MONDAL for a period of 30 years at a rental of Rs. 60/- per month and upon other terms and conditions mentioned therein and said purchaser constructed factory shed upon the said land and running his business after payment of rent and Corporation Tax as stipulated in the said Lease Deed.

AND WHEREAS The Life Insurance Corporation of India, the decree-holder, in Title Execution Case No. 19 of 1974 put the mortgage property including the land in occupation of the said SRI RAM CHANDRA MONDAL as Lessee, into sale fixing 03.10.1991 the auction date for realisation of the decretal dues with interest and for payment of decretal dues, the said SRI SACHINDRA NATH ROY offered to sale the land to the respective tenants which is in their occupation as a Lessee and the tenants accepted the offer of the said SRI SACHINDRA NATH ROY.

AND WHEREAS said SRI RAM CHANDRA MONDAL AGREED TO PURCHASE 03 ((Three) Cottahs 04 (Four) Chittaks 30 (Thirty) Sft. of land in his occupation as a Lessee, fully described in the Schedule at a consideration price of Rs. 25,000/- (Rupees Twenty Five Thousand) only fixed by Agreement dated 27.09.1991 with the said Sri Sachindra Nath Roy and paid instalment towards the total consideration as mentioned in the Memo of Consideration below to the said Sri Sachindra Nath Roy for payment to the Life Insurance Corporation of India.

AND WHEREAS said Sachindra Nath Roy, has paid the Life Insurance Corporation of India a sum of Rs. 3,00,630/- (Rupees Three Lacs Six Hundred and Thirty) only the decretal dues including interest till that date, in full and final settlement of the claim and upon the prayer of the said Sri Sachindra Nath Roy and on production of the Challan and receipt granted by the Life Insurance Corporation of India showing full payment of the decretal dues the learned 7th. Court of Assistant District Judge by the Order No. 146 dated 04.12.1991 has disposed the Title Execution Case No. 19 of 1974, finally recording the full satisfaction of the Mortgage Decree passed in Title Suit No. 3 of 1954.

AND WHEREAS thus said SRI SACHINDRA NATH ROY became the absolute owner of the said property and thereafter said SRI SACHINDRA NATH ROY sold, conveyed and transferred ALL THAT piece and parcel of land measuring **03 (Three) Cottahs 04 (Four) Chittaks 30 (Thirty) Sft.** with structure standing thereon, lying and situated at Mouza – Behala, J.L. No. 2, Revenue Survey No. 83, under C.S. Khatian Nos. 2533 & 2522, Dag Nos. 4450, 4440, 4439, 4443, R.S. Khatian No. 6782, Dag No. 12752/14123 & 12751, Khatian no. 6781, Dag No. 12751/14069 & 12843, formally within the limits of the South Suburban Municipality, presently within the limit of the Kolkata Municipal Corporation (S.S.UNIT), K.M.C, Premises No. 34, Diamong Harbour Road, thereafter K.M.C Premises No. 48, Diamond Harbour Road, Assessee No. 41-132-05-0048-9, Kolkata – 700060 under Police Station – Parnashree, Addl. District Sub-Registrar

Office – Behala in the District of South 24 Parganas to and in favour of SHRI RAM CHANDRA MONDAL (the Owner No. 1 herein) by virtue of a registered Deed of Conveyance which was duly registered on 10.01.1992 at the Office of Addl. District Sub-Registrar – Behala, South 24 Parganas and recorded at Book No. 1, Volume No. 1, Pages 463 to 470, Deed No. 110 for the year 1992.

WHEREAS one **SOURINDRA NATH ROY**, since deceased was the owner or various landed properties in Behala and during his life time he distributed the same amongst his four sons, including one of the sons Sri Sachindra Nath Roy in the year 1946, by executing and registering separate Deeds of Gift and said Sachindra Nath Roy, virtue of the said Deed of Gift got absolutely the properties recorded in C.S. Khatian Nos. 2533 and 2532, Dag Nos. 4450, 4440, 4443, 4431, 4442 at Mouza – Behala, J.L. No. 2, R.S. No. 83, Police Station – Behala, District South 24 Parganas and the said property was recorded in Revisional Settlement in the name of the Said Sri Sachindra Nath Roy in R.S. Khatian Nos. 6782 & 6781, R.S. Dag No. 14123, 12751/14069 and others which was recorded as the Municipal Holding No. 34, Diamond Harbour Road within the South Suburban Municipality and present within the limits of the Kolkata Municipal Corporation commonly known as Roy's Bara Bagan.

AND WHEREAS the said SRI SACHINDRA NATH ROY failed and /or neglected to clear the aforesaid mortgage, debts, the Life Insurance Corporation of India, the Successor to the assets and liabilities of the Calcutta Insurance Company the Original mortgagee, instituted a suit against the said SRI SACHINDRA NATH ROY being the title Suit No. 3 of 1954 in the Court of the 7th Subordinate Judge at Alipore for realisation of the money with interest and got a decree for a sum of 50,000/- (Rupees Fifty Thousand) only from the Calcutta Insurance Company in the year 1946 by hypothecating his properties got from his father by virtue of the Deed of Gift and a formal Deed of Mortgage was executed and registered on 26.11.1946 at Behala Sub-Registry Office the said Mortgage Deed was recorded in Book No. 1, Volume No. 29, Pages from 283 to 292, Being No. 1452 of the year 1946 at Behala, Sub-Registry Office.

AND WHEREAS the said SRI SACHINDRA NATH ROY failed and/or neglected to clear the aforesaid mortgage debts, the Life Insurance Corporation of India, the Successor to the assets and liabilities of the Calcutta Insurance Company the Original mortgagee, instituted a suit against the said SRI SACHINDRA NATH ROY being the title Suit No. 3 of 1954 in the Court of the 7th Subordinate Judge at Alipore for realisation of the money with interest and got a decree for a sum of Rs. 90,267.55 /- (Rupees Ninety Thousand Two Hundred Sixty seven and paise fifty five) only.

AND WHEREAS the said Life Insurance Corporation of India put the said decree in execution in Title Execution Case No. 19 of 1974 for realisation of the decretal dues.

AND WHEREAS by a registered Deed of Lease dated 01.02.1972 executed by and between said SRI SACHINDRA NATH ROY as the "Lessor" and said SMT. SHEFALI MONDAL (the Owner No. 2 herein above) as Lessee and registered at Behala Sub-Registry office on 01.02.1972, a plot of land measuring more or less 2 (two) Cottahs 1 (one) Chittak 27 (twenty seven) Sq. ft. with a room thereon was let-out to said SMT. SHEFALI MONDAL (the Owner No. 2 herein) for a period of 30 years at rental of Rs. 62/- per month and upon other terms and conditions mentioned therein and said SMT. SHEFALI MONDAL (the Owner No. 2 herein) constructed factory shed upon the said land and running her business after payment of rent and Corporation Tax as stipulated in the said Lease Deed.

AND WHEREAS the Life Insurance Corporation of India the decree-holder, in Title Execution Case No. 19 of 1974 put the mortgage property including the land in occupation of the said SMT. SHEFALI MONDAL (Owner No. 2 herein) as Lease, into sale fixing 03.10.1991 the auction date for realisation of the decretal dues with interest and for payment of decretal dues, the said SRI SACHINDRA NATH ROY offered to sale the land to the respective tenants which is in their occupation as a Lessee and the tenants accepted the offer of the said SRI SACHINDRA NATH ROY.

AND WHEREAS said SMT. SHEFALI MONDAL (the owner No. 2 herein) agreed to purchase 2 (two) Cottahs 3 (three) Chittaks 11 (eleven) Sq. ft. of land in her occupation as a Lessee, fully described in the Schedule at a consideration price of Rs. 16,712/- (Rupees Sixteen thousand seven hundred twelve) only fixed by Agreement dated 27.09.1991 with the said Sri Sachindra Nath Roy and paid instalment towards the total consideration as mentioned in the Memo of Consideration below to the said Sri Sachindra Nath Roy for payment to the Life Insurance Corporation of India.

AND WHEREAS said Sachindra Nath Roy, has paid to the Life Insurance Corporation of India a sum of Rs. 2,00630/- (Rupees Three lacs six hundred and thirty) only the decretal dues including interest till that date, in full and final settlement of the claim and upon the prayer of the said Sri Sachindra Nath Roy and on production of the Challan and receipt granted by the Life Insurance Corporation of India showing full payment of the decretal dues the learned 7th Court of Assistant District Judge by the Order No. 146 dated 04.12.1991 has disposed the Title Execution Case No. 19 of 1974, finally recording the full satisfaction of the Mortgage Decree passed in Title Suit No. 3 of 1954.

AND WHEREAS thus said Sri Sachindra Nath Roy become the absolute owner of the said property and thereafter said Sri Sachindra Nath Roy sold, conveyed and transferred all that piece and parcel of land measuring 2(two) Cottahs 3(three) Chittaks 11 (eleven) Sft. with structure standing thereon, lying and situated at Mouza – Behala, J.L. No. 2, Revenue Survey No. 8 , under C.S. Khatian Nos. 2533 & 2522, Dag Nos. 4450, 4440, 4439, 4443, R.S. Khatian No. 6782, Dag No. 12751/ 14069 & 12843, formerly within the limits of the South Suburban Municipality, presently within the limits of the Kolkata Municipal Corporation (S.S.Unit), K.M.C. Premises No. 34, Diamond Harbour Road, thereafter K.M.C. Premises No. 403, Diamond Harbour Road, Assessee No. 41-132-05-0311-9, Kolkata – 700060 under Police Station – Parnashree, Addl. District Sub-Registrar Office – Behala in the District of South 24 Parganas TO AND IN FAVOUR OF said SMT. Shefali Mondal (the owner No. 2 herein) by virtue of a registered Deed of Conveyance which was duly registered on 10.01.1992 at the Office of Addl. District Sub-Registrar – Behala , South 24 Parganas and recorded at Book No. 1, Volume No. 1 Pages 479 to 486, Deed No. 112 for the year 1992.

AND WHEREAS thus said Sri Ram Chandra Mondal (the Owner No. 1 herein) became the sole and absolute owner of said ALL THAT Piece and parcel of land measuring 03 (Three) Cottahs 04 (Four) Chittaks 30 (Thirty) Sft. with structure standing thereon, lying and situated at Mouza – Behala, J.L. No. 2, Revenue Survey No. 8, under C.S. Khatian Nos. 2533 & 2522, Dag Nos. 4450, 4440, 4439, 4443, R.S. Khatian No. 6782, Dag No.

12752/14123 & 12751, Khatian No. 6781, Kag No. 12551/14069 & 12843, formerly within the limits of the South Suburban Municipality, presently with the limits of the Kolkata Municipality, presently within the limits of the Kolkata Municipal Corporation (S.S. Unit), K.M.C. Premises No. 34, Diamond Harbour Road, thereafter K.M.C. Premises No. 48, Diamond Harbour Road, Assessee No. 41-132-05-0048-9. Kolkata – 700060 under Police Station – Parnashree, Addl. District Sub-Registrar Office- Behala in the District of South 24 Parganas and thereafter said Sri Ram Chandra Mondal (the Owner No. 1 herein) mutated his name in respect of his said property before the Kolkata Municipal Corporation as K.M.C. Premises No. 48, Diamond Harbour Road, vide Assessee No. 411320500489 and since then Sri Ram Chandra Mondal (the Owner No. 1 herein) has been possessing and enjoying his said property by paying the relevant rents/taxes to the appropriate authority concerned free from all sorts of encumbrances.

AND WHEREAS thus said SMT. Shefali Mondal (the owner No. 2 herein) became the sole and absolute owner of said land measuring 2 (two) Cottahs 3 (three) Chittaks 11 (eleven) Sq. ft. and thereafter she mutated her name in respect of here said property before the Kolkata Municipal Corporation as K.M.C. Premises No. 403, Diamond Harbour Road, vide assessee No. 411320503119.

AND WHEREAS thus the Owners/ First Party herein became the owners of said two adjacent premises vide K.M.C. Premises No. 48 and 403, Diamond Harbour Road, Kolkata - 700060 and thereafter the Owners/First Party herein amalgamated the said two adjacent premises into a single premises in the record of the Kolkata Municipal Corporation and recorded their names in respect of their said new single premises as K.M.C. Premises No. K.M.C. Premises No. 48, Diamond Harbour Road, Kolkata – 700060 and during the possession, the Owners/Vendors/First Party herein were desirous of developing the said property by constructing a new Multi Storeyed Building and the owners/Vendors/First Party herein approached the Builder/ Second Party herein the purpose of developing the aforesaid property and after discussion, the Owners/Vendors/First party and the Builder Second Party herein entered into a registered DEVELOPMENT AGREEMENT & GENERAL POWER OF ATTORNEY with certain terms and conditions stipulated therein and the said Indenture was duly registered 12.10.2018 at the Office of Additional District Sub-Registrar – Behala, South 24 Parganas and recorded at Book No. 1, Volume No. 1607-2018, Page No. 337716 to 337778, Being No. 160710275 for the year 2018 and the Owners/First Party herein have granted to the Builder/Second Party herein exclusive rights for commercial development of the land on the terms and conditions as contained in the **Development Agreement dt. 12.10.2018.**

AND WHEREAS as per the terms and conditions of the said Development Agreement, the Builder/Second Party herein sanctioned a Building Plan vide B.S. Plan No. _____ Dt. _____ From the Kolkata Municipal Corporation in the names of the Owners/First Party herein and in accordance with the said sanctioned Building Plan, the Builder/ Second Party herein have started construction of the _____ Storeyed Building upon the said premises out of which some portion morefully specified at the said **Development Agreement dt.**

12.10.2018 will be reserved for the Owners/Vendors/ First Party herein as 'OWNERS' ALLOCATION and remaining portion will be reserved for the Builder/Second Party herein as the BUILDER'S ALLOCATION.

AND WHEREAS the Purchasers/Third Party herein, being interested in acquiring and owning one self contained flat being Flat No. 48 having a super built up area 960 Sft. more or less on the Fourth floor, South-Eastern side at the newly constructed building at K.M.C. Premises No. 48, Diamond Harbour Road, Kolkata – 700060 under Police Station – formerly Behala Presently Parnashree, in the District of South 24 Parganas at the total consideration of Rs. _____/- (Rupees _____) Only and the Building/Second Party herein have agreed to sell the aforesaid flat being Flat No. _____ having a super built up area 960 Sft. more or less on the Fourth floor, South-Eastern side of the said Building along with the undivided share of the land and common amenities of the said land and building in favour of the Purchasers and the Purchasers has agreed to acquire the said unit, the common portions appropriately constructed directly from the Builder at the total consideration money of Rs. _____/- (Rupees _____)) only after taken inspection of a copy of the original conveyance in respect of the said premises and has made herself fully conversant with the contents of the said conveyance and abstract of title deed as well as the sanctioned building plan and has full satisfied herself as to the title of the Owners regarding the said land at the said premises.

NOW IT IS HEREBY AGREED, SETTLED DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Purchasers has prior to the execution and entering into the Agreement has become satisfied herself in respect of the said Landowners' right, interest on the said land and other necessary title deeds and papers of the land owners and Building. After execution of this Agreement if Purchasers wants to take any sort of paper/ papers regarding this project, she will arrange those necessary paper/papers at her own costs.
2. That the Builder firm has agreed to sell and the Purchasers has agreed to purchase on flat in the proposed multi-storied Building on the said land shown and delineated and marked on the sanctioned plan annexed together with the common right on the common provisions including common paths, passages, lobbies, stair-cases including super built-up area.
3. That timely payment of instalments by the Purchasers is the essence of this contract and agreement.
4. That if the Purchasers fails to pay any instalment/instalments as per "PAYMENT SCHEDULE" hereunder written, the construction work of the said flat may be kept in abeyance and the Builders will give verbal/written notice to the Purchasers for effecting payment of the particular instalment/instalments within 15 days along with % percent interest per month on the outstanding dues of instalments and the Purchasers shall be bound and hereby agree to pay. If the Purchasers does not pay the amount claimed as per agreement and payment schedule along with interest the Builder shall have every right to terminate/revoke this Agreement/Contract without

giving the Purchasers and further time and notice and upon such termination of this Agreement/Contract the Builders shall forfeit _____ % percent of the total Sale Value and the balance shall be refunded to the Purchasers by the Builders within 3 (three) months in 3 installments from the date of termination of this Agreement.

PAYMENT SCHEDULE REFERRED TO ABOVE

(Mode of Payment)

At the time of signing this Agreement Rs. _____/-

Balance amount will be paid by the Purchasers to the Builder herein on _____
On before registration of final Deed of Conveyance or handover of the handover Of the possession or within 20____
Which ever is earlier

Total _____/-

5. No Escalation will be charged on the Purchasers but hand over of possession may be delayed subject to any act of nature, such as earthquake floods or any other natural calamity and or enemy, was restriction by Govt. **Kolkata Municipal Corporation** or other public authorities or Judicial Authority or any other cause beyond the control of the Builder Firm. The Builder agree to give **possession of the said flat** to and in favour of the Purchasers herein with **18 (Eighteen) months from the date of signing this Agreement for Sale**
6. The total price of the said flat is fixed Rs. _____/ (Rupees _____).
7. That under any circumstances possession and hand over will not be given to the Purchasers until all payment as per said payment schedule herein before required to be made and clear full and final under the Agreement by the Purchasers to the Builder and necessary formalities and cost of Registration of flats are being observed and paid by the Purchasers.
8. That the cost of Registration Fees, Stamp Duty, Legal fees for the conveyance and other expenses if any, in connection with the registration of the flat will be paid and borne by the Purchasers.
9. That if the Purchasers fails to purchase the said flat and express her inability whatsoever reason on her part before taking possession as per said payment schedule and value, in that case, the Builder shall refund this paid money after deducting _____ % of the total Sale Value as liquidated damage within 3 (three) months.
10. That if the Builder/Second Party fails/neglects to give possession/handover/finish the said flat to the Purchasers, then the Builder will refund the money paid by the Purchasers along interest at per Banking rates.

11. The Builders firm do not make any guarantee for the supply of any particular quality and quantity of water to the Building, whatever water supply is given by the Kolkata Municipal Corporation shall be supplied to the Building.
12. That the Purchases is a liberty any time during working hours to inspect/visit the construction work/process and progress.
13. Materials to be used standard quality & construction be marked strictly as per SPECIFICATIONS in the sanctioned plan
14. That after taking possession, the Purchasers shall not raise any objection regarding the quality of material used and/or fitted. Every possible care are being taken to procure standard quality of materials from the running market.
15. It is further agreed declared and confirmed that from the date of delivery of possession letter to the Purchasers by the Builder, the Purchasers shall pay and contribute here respective proportionate Municipal tax Govt. revenues (occupier's share), electricity charges common maintenance charge & cost, service charge and other outgoing charges from time to time in respect of the said finished flat and shall pay other cost for providing additional facilities, if any however, any such fees, till the date of possession letter to the Purchasers will be paid and contributed by the Builder only in respect to the land.
16. That the Builders shall make arrangement for individual separate Electric Meter in the name of the Purchasers, all costs, charges, fees to be borne by the Purchasers extra.
17. That before taking/offering possession letter by the Builder, the Purchasers is not allowed/permitted to undergo/ erection any interior decoration work inside the unfinished flat without written consent of the Builder.
18. That the Purchasers shall not allow to let or sub-let, grant, lease transfer or otherwise use the said flat or to sell to enter into any sort of agreement to sell unless getting the possession is giving by the Builder in written, but after registration of the said flat the Purchasers is free to allow to let, sublet grant lease, transfer or sale or enter into any short of agreement to sell and to receive the rents. Profits without any interruption, disturbance, claim or demand whatsoever from the Builder or present Landowners or any person/s claiming through under or in trust for them.
19. That the super built-up area referred to above shall mean and include proportionate share of common passage, except open car parking space, stair-case landing, what tanks and reservoir, main lobby on the ground floor, common paths which will be used by the occupants of the Building.
20. All costs, charges and expenses in connection with preparing, engrossing, stamping and registering all agreements, conveyances, transfer deeds or any other documents required to be executed by the Builder Firm on the Buyer as well as the entire Professional cost of the legal advice of the Builder Firm in preparing and approving all such documents shall be borne proportionately by the Buyers of flats, garage etc. in the same building. The Builder firm shall not contribute anything towards such

expenses the proportionate share of such costs, charge and expenses payable by the Purchasers shall be paid by here immediately on demand.

21. That the common rights and facility are enjoyable be the Owners and Purchasers will not be entitled to sell common right & facilities common areas & common parts that the Purchasers shall not through, accumulate any dirt, rubbish, waste on the ground floor in common space under any circumstances.

AND WHEREAS after full payment of all the dues relating to the above mentioned flat the Builder is ready to give possession to the Purchasers. It is to be noted that the Builders herein will prepare the final Sale Deed through their advocate subject to approval of the Purchasers.

AND WHEREAS if the Purchasers makes any delay for registration of the flat at the time of receiving letter of possession all responsibility regarding monetary and legal would be borne by the Purchasers in due course.

THE SCHEDULE – “A” ABOVE REFERRED TO
(DESCRIPTION OF ENTIRE PREMISES)

ALL THAT piece and parcel of bastu land measuring 5 (five) Cottahs 7 (Seven) Chittaks 41 (forty one) Sq. ft. more or less (3 Cottahs 4 Chittaks 30 Sft. + 2 Cottahs 3 Chittaks 11 Sq.ft. together with a _____ Storied Building standing thereon, lying and situated at Mouza – Behala, J.L. No. 2, Revenue Survey No. 8, under C.S. Khatian Nos. 2533 & 2522, Dag No. 4450, 4440, 4439, 4443, R.S. Khatuan No. 6781, Dag No. 12751/14069 & 12843, presently within the limits of the Kolkata Municipal Corporation (S.S. Unit), K.M.C. Premises No. 48. Diamond Harbour Road, Kolkata – 700060 un Police Station – formerly Behala presently Parnashree, Addl. District Sub-Registrar Office – Behala in the District of South 24 Parganas together with all sorts of easement rights over the Road adjacent to the said gifted property.

The said property has been more fully and particularly described in the annexed Map/ Plan and depicted by the RED Border lines and the said Map/Plan will be considered as the part and parcel of this Indenture.

Zone :- The Premises is not located on D.H. Road.

It is butted and bounded in the manner following that is to say :-

<u>ON THE NORTH :</u>	4’-0” wide K.M.C Road.
<u>ON THE SOUTH :</u>	16’-0” wide K.M.C. Road.
<u>ON THE EAST :</u>	K.M.C Drain.
<u>ON THE WEST :</u>	11’ – 0” wide K.M.C. Road.

THE SCHEDULE – “B” ABOVE REFERRED TO
(Description of the flat hereby sold)

ALL THAT one residential self-contained marble flooring flat being Flat No. 4B having a super built up area 960 Sft. more or less consisting of 2 bed rooms, 1 living-cum-dining, 1 kitchen, 2 toilets & 1 verandah on the Fourth Floor, South-Eastern side of the said Building with all fittings and fixtures along with undivided proportionate share or interest of the land at K.M.C. Premises No. 48, Diamond Harbour Road, Kolkata – 700060 under Police Station – formerly

Behala presently Parnashree, in the District of South 24 Parganas and which is particularly described in the Schedule 'A' hereinabove written.

The said flat has been more fully and particularly described in the annexed map/plan and depicted by the RED border lines and the said map/ plan always will be considered as the part and parcel of this Indenture.

THE SCHEDULE 'C' REFERRED TO ABOVE

(i.e. the common portion/common areas and facilities in the said building at the said Premises)

1. Entrance and exists.
2. Boundary walls and main gate and all spaces and portions in between building walls and boundary walls of the said premises.
3. Entrance bobby.
4. Stair cases, landings on all floors.
5. Drainage and sewerage lines and other installation for the same except only those which are installed within the exclusive area of any unit/flat exclusively for use of respective Purchasers.
6. Water pump, pump room, underground and overhead reservoirs together with the common plumbing installation for carriage of water excluding only such parts of installation and fittings as are exclusively within and for the unit/flat.
7. Such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or about the land and the building as are necessary for passage to and/or user of the Units/flats in common by the co-owners.
8. Roof terrace on the top of the building.
9. Electrical wiring, meter room and fittings for common purposes.
10. Lawns in the ground floor.
11. Common passage, back space and lobbies on the ground floor excepting car parking area.
12. Lift.

THE SCHEDULE 'D' AS REFERRED TO ABOVE.

(The common expenses and maintenance of the Premises)

1. The expenses of maintaining repairing redecorating and renewing the main structure and in particular thereof drainage system rain water discharge arrangements water supply and all common areas mentioned in Schedule "C" hereto.
2. The cost of cleaning and lighting the entrance to the Building, the passage and spaces around the building lobbies corridors stair-cases.
3. Cost of decorating the exterior of the premises.

4. All corporation rates taxes (consolidated) and all outgoings surcharges and impositions now in force or which may hereafter be imposed on the said premises including interest or penalty accrued thereof.
5. Salary, wages, fees and remuneration of lawyers, engineers accountant, durwans, technicians, plumber, electricians, masons, carpenters, peon and sweepers whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.
6. All expenses of common services and in connection with common areas and facilities.
7. Premium for insurance of the premises against earth quake and fire, if any.
8. The costs and expenses in connection with formation Association or Society as herein provided including fees to lawyers and charges for registration.
9. Such other expenses as are necessary for or incidental to the maintenance and up keep of the premises and of the common areas facilities and amenities.

All that the above costs and expenses of the common portions and common service areas shall be vested to all the owners of flats of the said building and each have to pay the same proportionately, as are reasonably required.

THE SCHEDULE 'E' ABOVE REFERRED TO :
TECHNICAL SPECIFICATION OF CONSTRUCTION OF THE BUILDING

- | | | |
|-------------------------|---|---|
| 1. Structure | : | E.C.C. Frame structure with individual Footing foundation. |
| 2. Brick Work | : | Outer wall and common wall with 8" And 3" brick works with good quality Brick in cement mortar. |
| 3. Flooring | : | Floor will be Marble. |
| 4. Doors and Fittings | : | All door-frame will be of Sal Wood, Main Door shutter will be hot press flush door With one side teak ply with Godrej Night latch. Other doors will be hot press flush door with Godrej fittings. |
| 5. Grill & Window | : | Aluminium Sliding window with white Glass covered with M.S. Steel grill. |
| 6. Wall Finishing | : | Internal wall to be finished with coat of Plaster of Paris. |
| 7. Kitchen | : | Kitchen top will be Granite with steel Sink with Ecsco C.P. fittings. White tiles dedo above kitchen platform upto 2' Height. |
| 8. Toilets and Sanitary | : | All toilet will be provided with Indian/ |

European style pan and low down P.V.C. Cistern, Glazed tiles dedo upto 5' height Ecsco C.P. fittings, one toilet will be hot And cold.

9. Electrical : Concealed wiring with points in 2 room Flat, points in 3 room flat, general points Like fans, plugs, Geyser and power points etc. with M.C. Box.
10. Roof/Terrace Finish : Cement/ roof – tiles will be laid to Proper slope with one cut machine grinding.
11. Reservoir : Common reservoir on the under ground And on the terrace.
12. Intercom : Intercom from each flat to reception.
13. Generator : Generator may be provided with Extra Cost.

IN WITNESS WHEREOF the PARTIES hereto have set and subscribed their signature on this the day, months and years first above written.

SIGNED, SEALED & DELIVERED

In the presence of

WITNESS :

1.

2.

**SIGNATURE OF THE BUILDIER/
SECOND PARTY HEREIN**

**SIGNATURE OF THE PURCHASERS/
THIRD PARTY HEREIN**

MEMO OF CONSIERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs. _____/- (Rupees _____) only as an advance/earnest money out of total consideration money of Rs. _____/- (Rupees _____) only in the following manners :-

MEMO

<u>CHEQUE NO./CASH</u>	<u>DATE</u>	<u>BANK & BRANCH</u>	<u>AMOUNT</u>
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(Rupees _____ Total Rs. _____) /-

**SIGNATURE OF THE BUILDIER/
SECOND PARTY HEREIN**

DEED OF CONVEYANCE

THIS AGREEMENT FOR SALE is made on this the _____ day of _____, Two Thousand (20____),

BETWEEN

(1) SRI RAM CHANDRA MONDAL, PAN – AOQPM792D, son of Late Jogendra Nath Mondal, by Nationality – Indian, by faith – Hindu, by occupation – Retired, **(2) SMT. SHEFALI MONDAL**, PAN – CTFPM8309E, wife of Sri Ram Chandra Mondal, by Nationality – Indian by faith – Hindu, by occupation Housewife, both are residing at 37/3, S.N. Roy Road, Post Office – **Sahapur**, Police Station – **Behala**, Kolkata – 700038, hereinafter called and referred to as the **“OWNERS/VENDORS”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

Said (1) **SRI RAM CHANDRA MONDAL**, PAN AIQPM0792D AND (2) **SMT. SHEFALI MONDAL**, PAN CTFPM8309E (the **Owners/Vendors/First party** herein) are being represented by their constituted **ATTORNEY** namely **S. PAIK & CO.**, a sole proprietorship firm, having its office at 2B, S.N. Roy Road, Post Office – **Behala**, Police Station – Behala, Kolkata – 700034, represented by its Proprietor **SRI ANIL KUMAR PAIK** alias **SANKAR PAIK**, PAN – AFLPP6567R, son of Late Panchu Gopal Paik. Nationality – Indian by faith – Hindu, by occupation – Business, residing at 2B, S. N. Roy Road, Post Office –**Behala**, Police Station – Behala, Kolkata – 700034 by a registered **DEVELOPMENT AGREEMENT & GENERAL POWER OF ATTORNEY** which was registered on **12.10.2018** at the Office of Additional District Sub-Registrar – Behala, South 24 Parganas and recorded at Book No. 1, Volume No. 1607-2018, Page Nos. 337716 to 337778, Being No. 160710275 for the year 2018.

AND

S. PAIK & CO., a sole proprietorship firm, having its office at 2B, S.N. Roy Road, Post Office – **Behala**, Police Station – Behala, Kolkata – 700034, represented by its Proprietor **SRI ANIL KUMAR PAIK** alias **SANKAR PAIK**, PAN – AFLPP6567R, son of Late Panchu Gopal Paik, by Nationality – Indian, by faith – Hindu, by occupation – Business, residing at 2B, S.N. Roy Road, Post Office – Behala, Police Station – Behala, Kolkata – 700034, hereinafter called and referred to as the **“BUILDER”** (which expression shall unless excluded by or repugnant to the context hereto be deemed to include his heirs, executors, administrators, successors-in-office, legal representatives and/or assigns) of the **SECOND PART.**

AND

[If the Buyer is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office _____ at _____, (PAN _____), represented by its signatory, _____, authorized (Aadhar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the **“BUYER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the **THIRD PART;**

[OR]

[If the Buyer is a Partnership]

_____ , a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____ , (PAN _____), represented by its Authorized partner, _____ , (Aadhar No. _____) authorized vide _____ hereinafter referred to as the “BUYER” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the **THIRD PART**::;

[OR]

[If the Buyer is a LLP]

_____ (LLP), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration no. _____ and having its registered office at _____ , (PAN _____), represented by its authorized partner, _____ (Aadhar No. _____) authorized vide _____ hereinafter referred to as the “BUYER” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the **THIRD PART**::;

[OR]

[If the Buyer is an Individual]

Mr./Ms. _____ (Aadhar no _____) son/daughter of _____ , aged about _____ , residing at _____ (PAN _____), hereinafter called the “BUYER” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted A assigns) being party of the **THIRD PART**::;

[OR]

[If the Buyer is a HUF]

Mr. _____ (Aadhar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____ (PAN _____), hereinafter referred to as the “BUYER” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns). being party of the **THIRD PART**:

[Please insert details of other buyer(s), in case of more than one buyer]

All the parties to this Deed of Conveyance being DEVELOPER/ PROMOTER, OWNER/VENDOR and BUYER are hereinafter collectively referred to as the "Parties" and sometimes individually referred to as "Party". The terms DEVELOPER/PROMOTER and OWNER/VENDOR shall mean the Transferor and the term BUYER shall mean the Transferee.

- C. **WHEREAS** one **SOURINDRA NATH ROY**, since deceased was the owner or various landed properties in Behala and during his life time he distributed the same amongst his four sons, including one of his sons Sri Sachindra Nath Roy in the year 1946, by executing and registering separate Deeds of Gift and said Sachindra Nath Roy, by virtue of the said Deed of Gift got absolutely the properties recorded in C.S. Khatian Nos. 2533 and 2532, Dag Nos. 4450, 4440, 4443, 4431, 4442 at Mouza – Behala, J.L. No. 2, R.S. No. 83, Police Station – Behala, District South 24 Parganas and the said property was recorded in Revisional Settlement in the name of the said SRI SACHINDRA NATH ROY in R.S. Khatian Nos. 6782 & 6781. R.S. Dag No. 14123, 12751/14060 and others which was recorded as the Municipal Holding No. 34, Diamond Harbour Road within the South Suburban Municipality and at present within the limits of the Kolkata Municipal Corporation commonly known as Roy's Bara Bagan.

AND WHEREAS said SRI SACHINDRA NATH ROY received a loan amounting to Rs. 50,000/- (Rupees Fifty thousand) only from the Calcutta Insurance Company in the year 1946 by hypothecating his properties got from his father by virtue of the Deed of Gift and a formal Deed of Mortgage was executed and registered on 26.11.1946 at Behala Sub-Registry Office the said Mortgage Deed was recorded in Book No. 1, Volume No. 29, Pages from 283 to 292, Being No. 1452 of the year 1946 at Behala, Sub-Registry Office.

AND WHEREAS the said SRI SACHINDRA NATH ROY failed and / or neglected to clear the aforesaid mortgage, debts, the Life Insurance Corporation of India, the Successor to the assets and liabilities of the Calcutta Insurance Company the Original mortgagee, instituted a suit against the said SRI SACHINDRA NATH ROY being the title Suit No. 3 of 1954 in the Court of the 7th Subordinate Judge at Alipore for realisation of the money with interest and got a decree for a sum of Rs. 90,267.55 p/ (Rupees Ninety Thousand Two Hundred Sixty Seven and paise fifty five) only.

AND WHEREAS the said Life Insurance Corporation of India put the said decree in execution in Title Execution Case No. 19 of 1974 for realisation of the decretal dues.

AND WHEREAS by a registered Deed of Lease dated 01.10.1963 executed by and between said SRI SACHINDRA NATH ROY as the "Lessor" and said SRI RAM CHANDRA MONDAL AS Lessee and registered at Behala Sub-Registry office on 03.10.1963, a plot of land measuring more or less 03 (Three) Cottahs with a room thereon was let – out to said SRI RAM CHANDRA MONDAL for a period of 30 years at a rental of Rs. 60/- per month and upon other terms and conditions mentioned therein and said purchaser constructed factory shed upon the said land and running his business after payment of rent and Corporation Tax as stipulated in the said Lease Deed.

AND WHEREAS The Life Insurance Corporation of India, the decree-holder, in Title Execution Case No. 19 of 1974 put the mortgage property including the land in occupation of the said SRI RAM CHANDRA MONDAL as Lessee, into sale fixing 03.10.1991 the auction date for realisation of the decretal dues with interest and for payment of decretal dues, the said SRI SACHINDRA NATH ROY offered to sale the land to the respective tenants which is in their occupation as a Lessee and the tenants accepted the offer of the said SRI SACHINDRA NATH ROY.

AND WHEREAS said SRI RAM CHANDRA MONDAL AGREED TO PURCHASE 03 ((Three) Cottahs 04 (Four) Chittaks 30 (Thirty) Sft. of land in his occupation as a Lessee, fully described in the Schedule at a consideration price of Rs. 25,000/- (Rupees Twenty Five Thousand) only fixed by Agreement dated 27.09.1991 with the said Sri Sachindra Nath Roy and paid instalment towards the total consideration as mentioned in the Memo of Consideration below to the said Sri Sachindra Nath Roy for payment to the Life Insurance Corporation of India.

AND WHEREAS said Sachindra Nath Roy, has paid the Life Insurance Corporation of India a sum of Rs. 3,00,630/- (Rupees Three Lacs Six Hundred and Thirty) only the decretal dues including interest till that date, in full and final settlement of the claim and upon the prayer of the said Sri Sachindra Nath Roy and on production of the Challan and receipt granted by the Life Insurance Corporation of India showing full payment of the decretal dues the learned 7th. Court of Assistant District Judge by the Order No. 146 dated 04.12.1991 has disposed the Title Execution Case No. 19 of 1974, finally recording the full satisfaction of the Mortgage Decree passed in Title Suit No. 3 of 1954.

AND WHEREAS thus said SRI SACHINDRA NATH ROY became the absolute owner of the said property and thereafter said SRI SACHINDRA NATH ROY sold, conveyed and transferred ALL THAT piece and parcel of land measuring **03 (Three) Cottahs 04 (Four) Chittaks 30 (Thirty) Sft.** with structure standing thereon, lying and situated at Mouza – Behala, J.L. No. 2, Revenue Survey No. 83, under C.S. Khatian Nos. 2533 & 2522, Dag Nos. 4450, 4440, 4439, 4443, R.S. Khatian No. 6782, Dag No. 12752/14123 & 12751, Khatian no. 6781, Dag No. 12751/14069 & 12843, formally within the limits of the South Suburban Municipality, presently within the limit of the Kolkata Municipal Corporation (S.S.UNIT), K.M.C, Premises No. 34, Diamong Harbour Road, thereafter K.M.C Premises No. 48, Diamond Harbour Road, Assessee No. 41-132-05-0048-9, Kolkata – 700060 under Police Station – Parnashree, Addl. District Sub-Registrar Office – Behala in the District of South 24 Parganas to and in favour of SHRI RAM CHANDRA MONDAL (the Owner No. 1 herein) by virtue of a registered Deed of Conveyance which was duly registered on 10.01.1992 at the Office of Addl. District Sub-Registrar – Behala, South 24 Parganas and recorded at Book No. 1, Volume No. 1, Pages 463 to 470, Deed No. 110 for the year 1992.

WHEREAS one SOURINDRA NATH ROY, since deceased was the owner or various landed properties in Behala and during his lift time he distributed the same amongst his four sons, including one of the sons Sri Sachindra Nath Roy in the year 1946, by executing and registering separate Deeds of Gift and said Sachindra Nath Roy, virtue of the said Deed of Gift got absolutely the properties recorded in C.S. Khatian Nos. 2533 and 2532, Dag Nos. 4450, 4440, 4443, 4431, 4442 at Mouza – Behala, J.L. No. 2, R.S. No. 83, Police Station – Behala, District

South 24 Parganas and the said property was recorded in Revisional Settlement in the name of the Said Sri Sachindra Nath Roy in R.S. Khatian Nos. 6782 & 6781, R.S. Dag No. 14123, 12751/14069 and others which was recorded as the Municipal Holding No. 34, Diamond Harbour Road within the South Suburban Municipality and present within the limits of the Kolkata Municipal Corporation commonly known as Roy's Bara Bagan.

AND WHEREAS the said SRI SACHINDRA NATH ROY failed and /or neglected to clear the aforesaid mortgage, debts, the Life Insurance Corporation of India, the Successor to the assets and liabilities of the Calcutta Insurance Company the Original mortgagee, instituted a suit against the said SRI SACHINDRA NATH ROY being the title Suit No. 3 of 1954 in the Court of the 7th Subordinate Judge at Alipore for realisation of the money with interest and got a decree for a sum of 50,000/- (Rupees Fifty Thousand) only from the Calcutta Insurance Company in the year 1946 by hypothecating his properties got from his father by virtue of the Deed of Gift and a formal Deed of Mortgage was executed and registered on 26.11.1946 at Behala Sub-Registry Office the said Mortgage Deed was recorded in Book No. 1, Volume No. 29, Pages from 283 to 292, Being No. 1452 of the year 1946 at Behala, Sub-Registry Office.

AND WHEREAS the said SRI SACHINDRA NATH ROY failed and/or neglected to clear the aforesaid mortgage debts, the Life Insurance Corporation of India, the Successor to the assets and liabilities of the Calcutta Insurance Company the Original mortgagee, instituted a suit against the said SRI SACHINDRA NATH ROY being the title Suit No. 3 of 1954 in the Court of the 7th Subordinate Judge at Alipore for realisation of the money with interest and got a decree for a sum of Rs. 90,267.55 /- (Rupees Ninety Thousand Two Hundred Sixty seven and paise fifty five) only.

AND WHEREAS the said Life Insurance Corporation of India put the said decree in execution in Title Execution Case No. 19 of 1974 for realisation of the decretal dues.

AND WHEREAS by a registered Deed of Lease dated 01.02.1972 executed by and between said SRI SACHINDRA NATH ROY as the "Lessor" and said SMT. SHEFALI MONDAL (the Owner No. 2 herein above) as Lessee and registered at Behala Sub-Registry office on 01.02.1972, a plot of land measuring more or less 2 (two) Cottahs 1 (one) Chittak 27 (twenty seven) Sq. ft. with a room thereon was let-out to said SMT. SHEFALI MONDAL (the Owner No. 2 herein) for a period of 30 years at rental of Rs. 62/- per month and upon other terms and conditions mentioned therein and said SMT. SHEFALI MONDAL (the Owner No. 2 hereinb) constructed factory shed upon the said land and running her business after payment of rent and Corporation Tax as stipulated in the said Lease Deed.

AND WHEREAS the Life Insurance Corporation of India the decree-holder, in Title Execution Case No. 19 of 1974 put the mortgage property including the land in occupation of the said SMT. SHEFALI MONDAL (Owner No. 2 herein) as Lease, into sale fixing 03.10.1991 the auction date for realisation of the decretal dues with interest and for payment of decretal dues, the said SRI SACHINDRA NATH ROY offered to sale the land to the respective tenants which is in their occupation as a Lessee and the tenants accepted the offer of the said SRI SACHINDRA NATH ROY.

AND WHEREAS said SMT. SHEFALI MONDAL (the owner No. 2 herein) agreed to purchase 2 (two) Cottahs 3 (three) Chittaks 11 (eleven) Sq. ft. of land in her occupation as a Lessee, fully described in the Schedule at a consideration price of Rs. 16,712/- (Rupees Sixteen thousand seven hundred twelve) only fixed by Agreement dated 27.09.1991 with the said Sri Sachindra Nath Roy and paid instalment towards the total consideration as mentioned in the Memo of Consideration below to the said Sri Sachindra Nath Roy for payment to the Life Insurance Corporation of India.

AND WHEREAS said Sachindra Nath Roy, has paid to the Life Insurance Corporation of India a sum of Rs. 2,00630/- (Rupees Three lacs six hundred and thirty) only the decretal dues including interest till that date, in full and final settlement of the claim and upon the prayer of the said Sri Sachindra Nath Roy and on production of the Challan and receipt granted by the Life Insurance Corporation of India showing full payment of the decretal dues the learned 7th Court of Assistant District Judge by the Order No. 146 dated 04.12.1991 has disposed the Title Execution Case No. 19 of 1974, finally recording the full satisfaction of the Mortgage Decree passed in Title Suit No. 3 of 1954.

AND WHEREAS thus said Sri Sachindra Nath Roy become the absolute owner of the said property and thereafter said Sri Sachindra Nath Roy sold, conveyed and transferred all that piece and parcel of land measuring 2(two) Cottahs 3(three) Chittaks 11 (eleven) Sft. with structure standing thereon, lying and situated at Mouza – Behala, J.L. No. 2, Revenue Survey No. 8 , under C.S. Khatian Nos. 2533 & 2522, Dag Nos. 4450, 4440, 4439, 4443, R.S. Khatian No. 6782, Dag No. 12751/ 14069 & 12843, formerly within the limits of the South Suburban Municipality, presently within the limits of the Kolkata Municipal Corporation (S.S.Unit), K.M.C. Premises No. 34, Diamond Harbour Road, thereafter K.M.C. Premises No. 403, Diamond Harbour Road, Assessee No. 41-132-05-0311-9, Kolkata – 700060 under Police Station – Parnashree, Addl. District Sub-Registrar Office – Behala in the District of South 24 Parganas TO AND IN FAVOUR OF said SMT. Shefali Mondal (the owner No. 2 herein) by virtue of a registered Deed of Conveyance which was duly registered on 10.01.1992 at the Office of Addl. District Sub-Registrar – Behala , South 24 Parganas and recorded at Book No. 1, Volume No. 1 Pages 479 to 486, Deed No. 112 for the year 1992.

AND WHEREAS thus said Sri Ram Chandra Mondal (the Owner No. 1 herein) became the sole and absolute owner of said ALL THAT Piece and parcel of land measuring 03 (Three) Cottahs 04 (Four) Chittaks 30 (Thirty) Sft. with structure standing thereon, lying and situated at Mouza – Behala, J.L. No. 2, Revenue Survey No. 8, under C.S. Khatian Nos. 2533 & 2522, Dag Nos. 4450, 4440, 4439, 4443, R.S. Khatian No. 6782, Dag No. 12752/14123 & 12751, Khatian No. 6781, Kag No. 12551/14069 & 12843, formerly within the limits of the South Suburban Municipality, presently within the limits of the Kolkata Municipality, presently within the limits of the Kolkata Municipal Corporation (S.S. Unit), K.M.C. Premises No. 34, Diamond Harbour Road, thereafter K.M.C. Premises No. 48, Diamond Harbour Road, Assessee No. 41-132-05-0048-9. Kolkata – 700060 under Police Station – Parnashree, Addl. District Sub-Registrar Office- Behala in the District of South 24 Parganas and thereafter said Sri Ram Chandra Mondal (the Owner No. 1 herein) mutated his name in respect of his said property before the Kolkata Municipal Corporation as K.M.C. Premises No. 48, Diamond Harbour Road, vide Assessee No. 411320500489 and since then Sri Ram Chandra Mondal (the Owner No. 1

herein) has been possessing and enjoying his said property by paying the relevant rents/taxes to the appropriate authority concerned free from all sorts of encumbrances.

AND WHEREAS thus said SMT. Shefali Mondal (the owner No. 2 herein) became the sole and absolute owner of said land measuring 2 (two) Cottahs 3 (three) Chittaks 11 (eleven) Sq. ft. and thereafter she mutated her name in respect of here said property before the Kolkata Municipal Corporation as K.M.C. Premises No. 403, Diamond Harbour Road, vide assesse No. 411320503119.

AND WHEREAS thus the Owners/ First Party herein became the owners of said two adjacent premises vide K.M.C. Premises No. 48 and 403, Diamond Harbour Road, Kolkata -700060 and thereafter the Owners/First Party herein amalgamated the said two adjacent premises into a single premises in the record of the Kolkata Municipal Corporation and recorded their names in respect of their said new single premises as K.M.C. Premises No. K.M.C. Premises No. 48, Diamond Harbour Road, Kolkata – 700060 and during the possession, the Owners/Vendors/First Party herein were desirous of developing the said property by constructing a new Multi Storeyed Building and the owners/Vendors/First Party herein approached the Builder/ Second Party herein the purpose of developing the aforesaid property and after discussion, the Owners/Vendors/First party and the Builder Second Party herein entered into a registered DEVELOPMENT AGREEMENT & GENERAL POWER OF ATTORNEY with certain terms and conditions stipulated therein and the said Indenture was duly registered 12.10.2018 at the Office of Additional District Sub-Registrar – Behala, South 24 Parganas and recorded at Book No. 1, Volume No. 1607-2018, Page No. 337716 to 337778, Being No. 160710275 for the year 2018 and the Owners/First Party herein have granted to the Builder/Second Party herein exclusive rights for commercial development of the land on the terms and conditions as contained in the **Development Agreement dt. 12.10.2018**.

AND WHEREAS as per the terms and conditions of the said Development Agreement, the Builder/Second Party herein sanctioned a Building Plan vide B.S. Plan No. _____ Dt. _____ From the Kolkata Municipal Corporation in the names of the Owners/First Party herein and in accordance with the said sanctioned Building Plan, the Builder/ Second Party herein have started construction of the _____ Storeyed Building upon the said premises out of which some portion morefully specified at the said **Development Agreement** dt. 12.10.2018 will be reserved for the Owners/Vendors/ First Party herein as 'OWNERS' ALLOCATION and remaining portion will be reserved for the Builder/Second Party herein as the BUILDER'S ALLOCATION.

AND WHEREAS the Purchasers/Third Party herein, being interested in acquiring and owning one self contained flat being Flat No. 48 having a super built up area 960 Sft. more or less on the Fourth floor, South-Eastern side at the newly constructed building at K.M.C. Premises No. 48, Diamond Harbour Road, Kolkata – 700060 under Police Station – formerly Behala Presently Parnashree, in the District of South 24 Parganas at the total consideration of Rs. _____/- (**Rupees _____**) Only and the Building/Second Party herein have agreed to sell the aforesaid flat being Flat No. _____ having a super built up area 960 Sft. more or less on the Fourth floor, South-Eastern side of the said Building along with the undivided share of the land and common amenities of the said land and building in favour of the Purchasers and the Purchasers has agreed to acquire the said unit,

the common portions appropriately constructed directly from the Builder at the total consideration money of Rs. _____/- (Rupees _____) only after taken inspection of a copy of the original conveyance in respect of the said premises and has made herself fully conversant with the contents of the said conveyance and abstract of title deed as well as the sanctioned building plan and has full satisfied herself as to the title of the Owners regarding the said land at the said premises.

NOW IT IS HEREBY AGREED, SETTLED DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Purchasers has prior to the execution and entering into the Agreement has become satisfied herself in respect of the said Landowners' right, interest on the said land and other necessary title deeds and papers of the land owners and Building. After execution of this Agreement if Purchasers wants to take any sort of paper/ papers regarding this project, she will arrange those necessary paper/papers at her own costs.
2. That the Builder firm has agreed to sell and the Purchasers has agreed to purchase on flat in the proposed multi-storied Building on the said land shown and delineated and marked on the sanctioned plan annexed together with the common right on the common provisions including common paths, passages, lobbies, stair-cases including super built-up area.
3. That timely payment of instalments by the Purchasers is the essence of this contract and agreement.
4. That if the Purchasers fails to pay any instalment/instalments as per "PAYMENT SCHEDULE" hereunder written, the construction work of the said flat may be kept in abeyance and the Builders will give verbal/written notice to the Purchasers for effecting payment of the particular instalment/instalments within 15 days along with % percent interest per month on the outstanding dues of instalments and the Purchasers shall be bound and hereby agree to pay. If the Purchasers does not pay the amount claimed as per agreement and payment schedule along with interest the Builder shall have every right to terminate/revoke this Agreement/Contract without giving the Purchasers and further time and notice and upon such termination of this Agreement/Contract the Builders shall for forfeit % percent of the total Sale Value and the balance shall be refunded to the Purchasers by the Builders within 3 (three) months in 3 installments from the date of termination of this Agreement.
5. The aforesaid construction shall however be made as per the specifications as mentioned in the Schedule 'C' hereunder written, as per sanctioned plan.
6. The purchasers shall pay the price and cost of the undivided proportionate share of land to the developer herein the manner as mentioned in the Schedule 'D' hereunder written.
7. It is agreed and made clear that the purchasers of the flats/space and/or the other spaces in the said building including the purchasers abovenamed shall have proportionate share in the common areas, facilities and that each of the purchaser of the flat/space in the said building including the purchasers herein shall in like proportion be liable to bear and to pay the costs of maintenance of the said common areas and facilities.

8. It is made clear that the purchasers herein are liable to make payment of the said agreed consideration money in the manner as stated in the Schedule 'D' hereunder written and/or payment of other amounts payable by them as per provisions of this agreement.
9. If the purchasers will make default in making payment of any part of the said agreed consideration money in the manner as mentioned in the Schedule 'D' hereunder written in spite of demand and registered notice the purchaser will be liable to pay damages at the rate of ____% (_____percent) to be calculated from the date of amount payable upto the date of cancellation of this agreement only with the written consent of the developer and in that event the developer will be entitled to terminate this agreement refunding the balance money to the purchasers after adjusting Rs. _____/- as damages etc.
10. The developer shall complete the construction of the said flat as per Schedule 'C' of these presents and shall handover possession of the same in a habitable condition with Completion Certificate to the purchasers herein within _____ (_____) months from the date of execution of this Agreement for Sale. The Deed of Conveyance shall be executed and registered in favour of the purchaser after payment of the full consideration within that period.
11. If a marketable title is not made out or the said property is found to be subject to any encumbrances attachment or changes or their claims or demands or affected by any notice of acquisition or requisition the purchasers shall be at liberty to terminate this agreement and the vendors shall in that event and on demand by the purchaser refund the said earnest money of Rs. _____/- (Rupees _____) only plus interest at the rate of _____% over and above the said amount of earnest money of Rs. _____/-.
12. If a marketable title is made out to the said property by the vendors and the same is found to be free from all encumbrances, attachments, charges and other claims attachments and not affected by any notice or scheme of any acquisition of the vendors fail to execute and register the Deed of Conveyance in that event the purchaser shall have liberty to sue the vendors for Specific Performance of Contract and or refund of earnest money with interest @ _____% p.a. and costs.
13. The costs of preparation of Deed of Conveyance and the cost of the stamp and registration thereof shall be borne and paid by the purchaser.
14. So long as the said flat shall not be separately assessed for Municipal Taxes, building taxes, urban land taxes and other taxes or which may hereafter be payable of the Municipal taxes both owner's and occupier's shares, building taxes, Urban Land Taxes, Water taxes, and other taxes levied in respect of the whole building such apportionment shall be made by the purchaser as well as the Developer and the same shall be conclusive final and binding.
15. The purchasers shall maintain his own costs with the said flat in good condition and state and order and shall abide by all bye-laws, rules and regulations of Government or any other authorities and local bodies including those of the Association and/or syndicate which may hereafter be formed by all the purchasers, owner and the said association/society will be liable for maintenance administration and legal matters, etc. of the said building and shall be responsible for violation any of the conditions of rules or bye-laws.
16. The purchasers may at their own costs supply for and obtain electric connection at the said flat. The owner and the Developer shall sign all necessary applications, papers and documents as may be from time to time be required by the purchasers signifying his consent and approval for obtaining the connection of electricity by the purchasers in respect of the said flat.

17. After disposed of all the flats, spaces and other spaces of the said proposed building, the landowners and the developer may with the consultation with all the purchasers take steps to form an association under the Society Registration Act. The object of such Association shall be taken over the measurement and the administration of the affairs of the said building and of the common areas and facilities hereunder written and also to receive and realise contributions from all the owners and/or occupiers of the flats, spaces and other spaces in the building, payable by them respectively towards the maintenance rates and taxes and to punctually and regularly pay and disputes the same.
18. Each of the purchasers of the flat/flats/spaces and other spaces/flats in the said building including the purchasers herein shall in case of formation of an association be a member of the same and shall prepare the paper and documents and made all payments and do all acts and things, as may be necessary for the purpose and would be bound by the provisions of the Memorandum of Articles and bye-laws of such Association/Society.
19. The landowners as well as the Developer doth hereby declare that the said property is in no way charged, mortgaged, hypothecated or otherwise encumbered and free from all encumbrances and also not effected by any requisition or acquisition proceedings. The Developer herein further undertakes not to put the Schedule 'B' property charges, mortgages, hypothecated in any way encumber in any manner whatsoever.
20. That purchaser shall maintain and keep the said flat in good habitable and repaired condition and shall not do or cause to be done or suffered in or about the said building and/or the said flat of any other portion of the said building which may in any manner tantamount to gross nuisance or obscenity of illegality or sufferings.

The Developer shall have right to raise an extra floor over the ground plus four storied building and the purchasers shall have no right to raise any objection to that construction.

21. It is hereby agreed and admitted by the purchasers or their nominees herein that if the title of the property being found marketable, if the purchasers fail to observe and/or comply any of the agreement or to complete the sale transaction and to get the conveyance of the property registered within the foresaid stipulated period of 18 months from the date of execution of this agreement in that event this agreement shall stand cancelled ipso-facto and the money shall be refunded to the purchasers within 60 days from the date of such cancellation after deduction of 2% amount from the earnest money from the purchaser herein through notice given by the developer herein.
22. That as the flat in question will be purchased by the purchasers from the developer's allocation, this agreement for sale shall be made in duplicate and one copy of the same retains by the developer and the owners each in their respective capacity.

DEFINITIONS AND INTERPRETATIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

- i. "ACT" means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
- ii. "AGREEMENT" shall mean this Agreement for Sale together with the schedules and annexures hereto and any other deed and/or document executed in pursuance hereof.
- iii. "APPROVALS" shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Project
- iv. "ADVOCATES" shall mean Mr. Champak Ghosh and Mrs. Mitusree Boral Ghosh, Solicitors & Advocates of Calcutta High Court, Kolkata 700 001 appointed by the Developer/Promoter and Owner/Vendor herein, inter alia, for preparation of this agreement and the sale deed for transfer of the said Apartment/Unit.

- v. "ARCHITECT" shall mean the Architect appointed or to be appointed from time to time by Developer/Promoter for the purpose of planning, designing and supervision of the construction of the Project.
- vi. "ALLOTMENT/BOOKING" shall mean the provisional Allotment/Booking letter issued by the parties of this Deed of Conveyance in respect of the said Apartment.
- vii. "APARTMENT" whether called dwelling unit, flat, office, chamber, showroom, shop, godown, Lands, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in the building or a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of used ancillary to the purpose specified;
- viii. "ALLOTTEE" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the Developer/Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;
- ix. "APPLICABLE LAWS" shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any governmental authority, tribunal, board, court, as updated or revised or amended from time to time, as applicable to the Apartment/Building/Project ;
- x. "APPLICABLE TAXES" shall mean all the taxes, cess, revenue, by whatever name called, payable by the Promoters;
- xi. "ASSOCIATION OF BUYERS" shall mean the condominium / association of the buyers / apartment owners in the Real Estate Project as the case may be, which shall be formed by the Promoters under the Applicable Laws;
- xii. "BUYER" in relation to this real estate project, means the person/persons who buy/purchase apartment/apartments or building or part of the building, as the case may be or to whom a apartment/apartments or building, as the case may be, has been sold (whether as freehold or leasehold) or otherwise transferred by the Owner/Vendor and/or Developer/Promoter, and includes the person who subsequently acquires the said apartment/apartments or building through sale, transfer or otherwise but does not include a person to whom such apartment or building, as the case may be, is given on rent;
- xiii. "BUILDING" shall mean the Building to be constructed by the Developer/Promoter at the said Land in accordance with the Plan being a multi storied multi facility residential building of G+ 11 floors containing self-contained single Apartment in each floors which includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for the purpose of any business, occupation, profession or trade, or for any other related purposes which comprises of 11 self-contained Apartments/Units and/or constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership/exclusive basis.
- xiv. "BUILT UP AREA" shall mean and include the aggregate of the Carpet Area, Balcony Area and the External Wall/Column Area.
- xv. "CARPET AREA" shall mean net usable floor area of the Apartment, excluding the area covered by external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by internal partition walls of the apartment.
- xvi. "COMMON MAINTENANCE EXPENSES" shall mean and include all expenses for the maintenance, management, upkeep and administration of the common areas/common parts and facilities and for rendition of services in common to the owners/occupiers of the units/apartments and all other expenses for the common purposes to be contributed borne paid and shared by the owners/occupiers relating to the Project including those mentioned in SCHEDULE F hereto.
- xvii. "COMMON PURPOSES" shall include the purpose of upkeep, management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the Owner/Vendor, Developer/Promoter and/or Buyer and/or all owners/occupiers of the respective Apartments/Units and all other purposes or matters in which Association and Occupants have common interest relating to the building in the project.
- xviii. "COMMON AREAS/Common Parts and Facilities" shall mean common areas of the Project including all the present and future phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker's room, toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, pump motors and its

installations, generator and installations, drains, pipes, specifically for the purpose of common user of Co-owners/Co-lessees and/or Co-occupiers and the entire land in each phase if constructed in future more fully and particularly described in SCHEDULE E hereunder.

xix. "COMMON ROOF" shall mean a part or portion of the ultimate roof as may be determined by the Developer/Promoter which shall form part of the common parts and portions and shall remain available for common use and enjoyment of all owners and/or occupiers of the building situated at the said Land and shall also include demarcated portion of the roof of the podium as well.

xx. "COMPETENT AUTHORITY" means the local authority or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property;

xxi. "INTERNAL DEVELOPMENT WORKS" means roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, provision for community buildings and for treatment and disposal of sewage and sullage water, solid waste management and disposal, water conservation, energy management, fire protection and fire safety requirements, social infrastructure such as educational health and other public amenities or any other work in a project for its benefit, as per plans;

xxii. "LICENCES" shall mean and include all licenses consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project;

xxiii. "MAINTENANCE AGENCY" shall mean either the Promoters themselves or the Association of Buyers or any third party employed/ hired by the Promoters / Association of Buyers carrying out the maintenance services in the Real Estate Project;

xxiv. "OCCUPANCY CERTIFICATE" shall mean the Occupation certificate to be granted by Kolkata Municipal Corporation to be granted by Kolkata Municipal Corporation certifying completion of the new building and permitting the Apartment Owner to take possession of the Apartment intended to be acquired by the Purchaser/Allottee;

xxv. "PARKING SPACE" shall mean right to use space for parking of car, two wheeler or cycles in the portions of the basement (if any), ground floor level or at other levels / MLCP, whether open or covered or multi-level/mechanical, of the Project and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc to be allowed by the Developer/Promoter for exclusive use of the Buyer who opts to take it from the Developer/ Promoter. The specifically allotted Parking Space (Dependent/ Independent) to a particular Buyer shall be regarded as Reserved Area to be allotted for the exclusive use by the said individual Buyer as decided by the Developer/Promoter.

xxvi. "PROPORTIONATE SHARE" will be fixed on the basis of the Carpet area of the Apartment/Unit purchased in proportion to the Carpet area of all the Apartment/Unit in the building or the Project as the case may be PROVIDED THAT where it refers to the share of the Buyer in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.

xxvii. "PROJECT" shall mean the Building to be constructed at the said Land under the name and style "ANKUR DIVA" or such other name as the Developer/Promoter and/or the Owner/Vendor in their absolute discretion may deem fit and proper which includes a multi storied multi facility residential building of G + 11 floors tower containing self contained single Apartment in each floors comprises with 11 multi storied apartments along with a Gymnasium, Moon Garden on the terrace, Landscaped terrace with sitting area with Barbeque counter, Yoga and Meditation Place, Two automatic lifts, CCTV, Car Parking, Fire Fighting System, Entrance Lobby with smart Decor, Power back up, Fully AC with VRV System, Video door phone with Intercom Facility, Wi-Fi Access and Community Hall on the 1st floor under the said Building constructed on the said Land more fully and particularly mentioned in the SCHEDULE A hereunder written. These facilities/facilities may be changed and/or varied as per the decision of Developer/Promoter in the manner prescribed in the Act.

xxviii. "RESERVED AREAS AND FACILITIES" shall mean such areas and/or facilities which may be reserved for use of certain Apartment or Apartments to the exclusion of the other Apartments more fully described in the SCHEDULE E. The Open/Covered/Multi-level car parking areas (Dependent / Independent) shall be part of Reserved Areas as well as the grant of exclusive right of use of demarcated space (if any) in any floor or a terrace appurtenant to any particular Flat of the Building to any Buyer of the said Apartment plus any other Reserved Areas/Rights as defined herein.

xxix. "RULES" means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.

xxx. "REGULATION" means the Regulations made under The West Bengal Housing Industry Regulation Act 2017.

xxxi. "SECTION" means a section of the Act.

xxxii. "STRUCTURAL ENGINEER" shall mean the Engineer appointed or to be appointed from time to time by Developer/ Promoter for the preparation of the structural design and drawings of the buildings.

xxxiii. "TERRACE" shall mean an open terrace attached to a particular floor of the Building and not attached to a particular Apartment and form an integral part of such Building/Project is meant for common use and common to all Apartment owners on the contrary an open terrace attached to a particular Apartment and to form an integral part of such Apartment is exclusively meant for use of the said Apartment owner without any right of any other Apartment owners.

D. In this Agreement of Sale unless it be contrary of repugnant to the subject or context the following words and /or expressions shall mean as follows :-

The said "**PROPERTY**" shall be divided and demarcated portions of land measuring **5 (five) Cottahs 7 (seven) Chittaks 41 (forty one) sft**, more or less (3 Cottahs 4 Chittaks 30 Sft. + 2 Cottahs 3 Chittaks 11 Sft.) lying and situated at Mouza – Behala, J.L. No. 2, Revenue Survey No 8, under C.S. Khatian Nos. 2533 & 2522, Dag Nos. 4450, 4440, 4439, 4443, R.S. Khatian No. 6782, Dag No. 12752/14123 & 12751, Khatian No. 6782, Dag No. 12751/14069 & 12843, presently within the limits of the Kolkata Municipal Corporation (S.S. Unit), K. M. C, Premises No. **48, Diamond Harbour Road**, Kolkata – 700060 under Police Station – formerly Behala presently **Parnashree**, Addl. District Sub-Registrar Office – Behala in the District of South 24 Parganas containing in the Schedule – "A" or FIRST SCHEDULE hereunder written which shall also mean and include the new building or buildings to constructed of the said premises together with additional floors or stories to be constructed thereon.

"**BUILDING**" shall be **Multi Storied Building** inclusive of garage space which the BUILDER has agreed to construct according to a sanctioned Plan at the said property.

"**FLAT**" shall mean a cover space consisting of bed rooms, drawing-cum-dining, toilet, kitchen balcony etc. and all fittings, fixtures therein along with undivided share of land measuring super built up area more or less **960 Sft.** morefully described in the SCHEDULE – "B" written hereunder.

"**UNIT**" shall mean an covered space in the building intended of or capable of being exclusively occupied and enjoyed including facility of common toilet.

"**PARKING SPACE**" shall mean only either in the open land and or ground or in any covered space as the case may be in the said property reserved for parking of a motor car/ motor cycle as per sanction plan.

"**COMMON PARTS**" shall mean the equipment and accessories provided for and / or reserved in the said Building including the common passage around the premises, courtyard, stair-case, landings, septic tank, Semi underground water reservoir, overhead tank and motor & pumps) (if any) electrical installations etc. for common use and enjoyment of the intending Purchasers.

"**COMMON EXPENSES**" shall mean and include a proportionate share of costs, charges and expenses for working, maintenance, upkeep, rapiers and replacement of the

common parts and common amenities excluding proportionate share of Municipal tax and other taxes and levies relating to or connected with the said Building and the said property Purchasers shall form Owner Association or Body or Owners Association in any name for maintenance and cost of maintenance will be borne by the owners proportionately.

- # **“DEVELOPMENT AGREEMENT/PRINCIPAL AGREEMENT”** shall mean the Agreement dated **12.10.2018** between the Landowners/First Party herein and the Builder / **Second** Party herein to the construction and erection of the Building and sale of the flat/s in the Builder’s Allocation thereof referred to above.
- # **“COVERED AREA”** shall mean the carpet area of the flat including internal partition walls and peripheral walls of that flat and 50% of common walls.
- # **“BUILT-UP AREA”** shall mean the summation of covered area and proportionate share of total staircase (as per sanction plan) to covered area.
- # **“COMMON AREA”** shall mean the common passage around the premises, courtyard, stair-cases, landings, septic tank, septic underground water reservoir, overhead tank, motor pumps, electrical installations etc. for common use and enjoyment of the intending Purchasers.
- # **“SUPPER BUILT-UP AREA”** shall mean and include for the determination of the payable area for the intending Purchasers.
- # **“PROPORTIONATE SHARE”** shall mean in the case of any unit/ flat and/ or car parking space the proportion or ration which the floor space of any flat, unit and/or any car parking space bears to the aggregate of all the floor spaces of all the flats and all the car parking spaces in the said property but excluding the area comprising the common parts and the common areas thereof in the said property and the building.
- # **“THE PRONOUN ‘HE’ OR ‘HIS’** in these presents shall mean and be construed to have been used to mean any person or persons (male or female) a firm a company or any other legal entity capable of holding property if the context so admits.

ESSENTIAL EXPLANATIONS :

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 issued 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 Buyer 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) Words denoting singular number shall include the plural and vice versa.
- vi) 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.

- vii) 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 and all statutory instruments or orders made pursuant thereto.
- viii) Any reference to this agreement or any provisions thereof includes all amendments and modification made in this Agreement from time to time in force and supplemental agreements or any other documents and/or agreements.
- ix) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- x) The Schedules shall have effect and be construed as an integral part of this agreement.

CONVEYANCE:

- A. In consideration of the payment of the sale consideration of Rs. _____
 ___/(Rupees _____ only) (**“Sale Consideration”**) and the other amounts by the Buyer in terms of the Agreement For Sale dated _____
 and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Buyer stated in this Deed of Conveyance, the Apartment is hereby sold, conveyed and transferred in favour of the Buyer absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space more fully and particularly mentioned and described in the SCHEDULE B herein under together with undivided proportionate impartible share or interest in the said entire land underneath along with the said building more fully and particularly mentioned in the SCHEDULE A hereunder written with all easement rights over all common portions in the said Building and Land.
- B. The Total Price for the Apartment along with Parking space (if applicable) based on the carpet area is Rs. _____/- (Rupees _____ only) and the break-up and description of the same provides herein below:-

Apartment Details	Total Carpet Area of the Apartment (Square Feet)	Rate of Apartment per Square Feet	GST as per prevailing rate	Amount (Rupees)
Block/Building/Tower No. Apartment No. Type..... Floor.....				
Maintenance Charges				
Other Charges				

Total Price in Rupees	
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AND [If/as Applicable]

Garage/Car Parking Details	Total Carpet Area of the Car Parking (Square Feet)	Rate of Car Parking	GST as per prevailing rate	Amount (Rupees)
Open/Covered/Mechanical Car Parking Space/s				
Total Price in Rupees				

C. It is agreed that the Developer/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications & amenities which are part of the Apartment as mentioned in SCHEDULE D and SCHEDULE E hereto, and which are in conformity with the advertisement, prospectus etc. on the basis of which sale is effected in respect of the Apartment without the previous written consent of the Buyer as per the provisions of the Act. Provided that the Promoters may make such minor additions or alterations as may be required by the Buyer, or such minor changes or alterations as per the provisions of the Act.

D. The Buyer shall have the right to the Apartment as mentioned below:

- i) The Buyer shall have exclusive ownership of the Apartment.
- ii) The Buyer shall have undivided proportionate share in the Common Areas. Since the share/interest of the Buyer in the Common Areas is undivided and cannot be divided or separated, the Buyer shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.
- iii) That the computation of the Sale Consideration of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas and amenities, preferential location charges, charges for exclusive use of balcony(ies)/open terrace(s)/garden(s), locational development charges, GST paid/payable by Developer/Promoter in connection with the development/ construction of the said Building/Project, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas along with all expenses/charges of all amenities including all charges provided herein under SCHEDULE - D, SCHEDULE - E and SCHEDULE - F.

E. The Buyer has understood and acknowledged that as per the Applicable Laws some services and facilities may have to be made available at a single point for utilization from thereon for both Project's Lands and Other Lands (or on the lands resulting from the exchange/merger with the Other Lands), which would be on sharing basis and meant to

be used jointly by Buyers/Owners of apartments on both Project's Lands and Other Lands (or on the lands resulting from the exchange/merger with the Other Lands), e.g. electricity connection, water and sewerage connection, etc. ("Shared Services and Facilities"). The Shared Services and Facilities may be provided/developed on Project Lands or the Other Lands (or on the lands resulting from the exchange/merger with the Other Lands), and notwithstanding their location, all such Shared Services and Facilities would be available for use of Buyers/Owners of apartments on Project's Lands and the Other Lands (or on the lands resulting from the exchange/merger with the Other Lands). The Buyer shall use such Shared Services and Facilities strictly in accordance with the terms and conditions of the Deed of Conveyance, declaration to be filed under the Apartment Ownership Act, bye laws of the Association of Buyers and the Applicable Laws.

- F. The Buyer shall be entitled TO HAVE AND TO HOLD the said Apartment hereby granted, sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Buyer absolutely and forever in the manner not inconsistent with his rights hereunder subject to the Buyer not committing any breach, default or violation and subject to the Buyer not creating any hindrance relating to any of the rights and/or entitlements of any other Apartment Buyer/Owners and/or the Developer/Promoter .

- G. It is clearly understood by the Buyer that the Buyer shall at no time have the ownership or title over the Car Park Space, save and except for the exclusive right to use and occupy the same, which allotted for himself or for his visitors. It is made clear by the Developer/Promoter and the Buyer agrees that the Apartment along with covered parking shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained project covering the Project Lands and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Buyer. It is clarified that common areas/services/facilities of the Project shall be available for use and enjoyment of all buyers of the Project.

- H. The Developer/Promoter has paid all the outstanding payments before transferring the physical possession of the apartments to the Buyer, which it has collected from all buyers, for the payment of the outstanding payments (including land cost, ground rent, municipal or other local taxes, charges, levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoters fail to pay all or any of the outstanding payments collected by it from the buyers or any liability, mortgage loan and interest thereon before transferring the apartments to the Buyer, the Promoters agree to be liable, even after the transfer of the property, to pay such outstanding payments and penal charges, if any, to the authority or person to whom they are payable and be liable

for the cost of any legal proceedings which may be taken thereof by such authority or person.

CONSTRUCTION OF THE PROJECT AND HANDOVER OF APARTMENT:

- a. The Building in which the Apartment is located have been completed and the necessary occupation/part occupation certificate in respect of the said Building has been obtained from the Competent Authority.

However, in case of further added buildings/towers in the Project and/or any extension of the project, if added later on and if applicable, at all, the Developer/Promoter have has made it clear to the Buyer that as far as the other added buildings/towers in the Project and/or any extension of the project is concern, the Developer/Promoter is concerned the same is being completed in parts/phases and the Developer/Promoter shall obtain the part occupation certificates for the same in future after completion of the same. The Developer/Promoter and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the Project including the areas adjoining/near the Building in which the Apartment is located.

- b. The Buyer has seen and accepted the proposed layout plan/ demarcation-cum-zoning/site plan/building plan, floor plan and common areas/services / facilities and which has been approved by the Competent Authority, as represented by the Developer/ Promoter. The Developer/Promoter shall develop the Project in accordance with the said layout plans, demarcation-cum- zoning/site plan/building plan, floor plans and specifications, amenities and facilities. The Developer/Promoter undertake to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws as Applicable, conditions of license/ allotment as well as registration under the Act and provisions prescribed by the State of West Bengal and shall not have an option to make any variation/ alteration/modification in such plans, other than in the manner provided under the Act and the Rules or as per approvals/instructions /guidelines of the Competent Authorities.
- c. The Buyer understands and agrees that the Developer/Promoter shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc., however, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the appropriate Authority and/or the local authorities and the Developer/Promoter are dependent on the appropriate Authority for providing such external linkage and the Developer/Promoter shall bear no responsibility for such unfinished work save and except towards payment of external development charges or similar charges to the extent set out herein.
- d. The Developer/Promoter have handed over the vacant, physical and peaceful khas possession of the said Apartment to the Buyer as per the specifications & amenities mentioned in SCHEDULE D and SCHEDULE E hereto. On and from the date of execution of this Deed of Conveyance, the Buyer shall be liable to bear and pay the proportionate charges of all

outgoings/charges in respect of the said Apartment as may be levied by the Association of Buyers or Maintenance Agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority. Simultaneously upon execution of this Deed of Conveyance, the Developer/Promoter have handed over possession of the said Apartment along with the car parking space, if allotted as per the plan annexed hereto, to the Buyer, which the Buyer hereby admits and acknowledges, to have received and the Buyer/s is/are fully satisfied and has further declare and confirm that he/she/they have no claims whatsoever, including with regards to quality of construction, completion time or otherwise for the said Apartment against the Transferor.

- e. Upon handing over possession of the Apartment, the Buyer shall, after obtaining all permissions, approvals etc. as may be required and at his own costs and expenses, carry out the fit-outs/ interior works in the Apartment, as per its requirement and use. All such works in respect of fit-outs/ interior works in the Apartment will be done as permitted by the Developer/Promoter and/or Association of Buyers and/or Maintenance Agency, as the case may be, and upon payment of charges, if any, as may be levied by the Developer/Promoter and/or Association of Buyers and/or Maintenance Agency. The Buyer shall ensure and undertakes that all such fit-outs done internally within the Apartment shall not pose any nuisance to the other occupants/purchasers and also protect against fire, pollution or health hazards, noise, etc. in the Project.
- f. On and from the date of handover of the Apartment, the Buyer shall be liable to pay for all common expenses as per the bills issued by the Competent Authorities or the Maintenance Agency, from time to time.
- g. The Buyer hereby agrees and undertakes to be a member of the Association of Buyers to be formed under the Act/Apartment Ownership Act and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Association of Buyers. The Buyer shall observe and perform all the rules, regulations of the Association of Buyers that may be specified in detail under its bye-laws.
- h. The Buyer hereby agrees and undertakes to be a member of the Association of Buyers shall abide by all terms and conditions bye- laws of the Association of Buyers.
- i. On and from the date of possession, the Buyer is responsible for the internal security of the said Apartment and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The Developer/Promoter shall not have any responsibility or liability whatsoever in this regard.

TRANSFER:

- a. In consideration of payment for a total amount, more fully described in SCHEDULE C, and in the Memo of Consideration annexed hereto, paid by the

Buyer to the Developer/Promoter herein and in further consideration of Buyer fulfilling all obligations under these presents, the Developer/Promoter and Owner/Vendor (Transferors) do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Buyer ALL THAT the said Apartment with facility of car park in the allotted car parking space(if applicable), more fully and particularly mentioned and described in the SCHEDULE B herein under together with undivided proportionate impartible share or interest in the said entire land underneath along with the said building more fully and particularly mentioned in the SCHEDULE A hereunder written with all easement rights over all common portions in the said Building and Land and the Transferors doth hereby release, relinquish and disclaim all their respective right, title and interest into or upon the said Apartment TO HAVE AND TO HOLD the said Apartment, unto the Buyer herein absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulation and provision in connection with the beneficial use and enjoyment of the said Apartment, belonging to and held by the Buyer for residential purpose only and upon/after execution of this Deed of Conveyance, subject however, to the rights reserved by the Transferors, the Buyer shall have every right to sell, gift, lease and transfer the same on the same terms and condition as stipulated under this Deed of Conveyance.

- b. Right to use the common area of the said Residential Project more fully described in SCHEDULE E (Share of Common area), are all comprised in and/or being part or portions of the said Residential Project, including the common facilities and amenities provided thereat.
- c. The aforesaid sale and transfer is and subject to the mutual easements and restrictions more fully described in SCHEDULE H and further subject to conditions more fully described in SCHEDULE F, which shall be covenants running with the said Apartment.
- d. The Buyer subject to compliance of all the terms and condition of this deed and further, observing and performing the covenants, more fully described in the Schedules below, appearing hereinafter, shall peacefully own, hold and enjoy the said Apartment. Upon execution of this Deed of Conveyance, the Buyer shall not raise any claim of whatsoever nature, against the Developer/Promoter and Owner/Vendor.

REPRESENTATIONS AND WARRANTIES OF THE OWNER/ VENDOR / PROMOTER

:

The Developer/Promoter hereby represents and warrant to the Buyer as follows:

- (i) The Developer/Promoter have absolute, clear and marketable title with respect to the Project's Lands;
- (ii) The Developer/Promoter have lawful rights and requisite approvals from the

Competent Authorities to carry out development of the Real Estate Project on the said Project;

(iii) There are no litigations pending before any Court of law or authority with respect to the said Real Estate Project/ Building or the Apartment;

(iv) That right, title and interest which the Developer/Promoter doth hereby profess to transfer, subsists and that the Developer/Promoter has good right, full power, absolute authority and indefeasible title to grant, transfer, convey, assign and assure the said Apartment unto the Buyer and hereby granted, conveyed, transferred, assigned and assured

the same unto the Buyer in the manner expressed herein or intended so to be.

(v) All approvals, licenses, sanctions and permissions issued by the Competent Authorities with respect to the said Project and the said Apartment are valid and subsisting and have been duly obtained by following due process of law. Further, the Developer/Promoter have been and shall, at all times, remain to be in compliance with all the Applicable Laws in relation to the Project being the Real Estate Project, the Building, the Apartment and the Common Areas;

(v) The Developer/Promoter the right to enter into this Deed of Conveyance and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Buyer created herein, may be prejudicially affected;

(vi) The Developer/Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any other person or party with respect to the Project Land, including the Real Estate Project and the Building/Apartment which will, in any manner, affect the rights of Buyer under this Conveyance Deed;

(vii) The Developer/Promoter confirm that they are not restricted in any manner whatsoever from selling the Apartment to the Buyer in the manner contemplated in this Deed of Conveyance;

(viii) The Project Lands are not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the same;

(ix) The Developer/Promoter shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever; which it has collected from the buyers, payable with respect to the said Real Estate Project to the Competent Authorities till the offer of possession of the apartments along with Common Areas (equipped with all the specifications, amenities and facilities) to the Buyer and the Association of Buyers or the Competent Authority, as the case may be;

(x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Developer/Promoter in respect of the Project Lands and/or the Real Estate Project.

- (xi) Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong exclusively belongs to the Developer/Promoter and the Developer/Promoter shall be entitled to deal with and dispose of the same in any manner it deems fit and appropriate the consideration for the same.
- (xii) Non-enforcement of any right by the Developer/Promoter or any indulgence granted by the Developer/Promoter to the Buyer or any other Apartment Buyer/Owner shall not amount to any waiver of any of the rights of the Developer/Promoter .

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of bastu land measuring 5 (five) Cottahs 7 (Seven) Chittaks 41 (forty one) Sq. ft. more or less (3 Cottahs 4 Chittaks 30 Sft. + 2 Cottahs 3 Chittaks 11 Sq.ft. together with a _____ Storied Building standing thereon, lying and situated at Mouza – Behala, J.L. No. 2, Revenue Survey No. 8, under C.S. Khatian Nos. 2533 & 2522, Dag No. 4450, 4440, 4439, 4443, R.S. Khatuan No. 6781, Dag No. 12751/14069 & 12843, presently within the limits of the Kolkata Municipal Corporation (S.S. Unit), K.M.C. Premises No. 48. Diamond Harbour Road, Kolkata – 700060 un Police Station – formerly Behala presently Parnashree, Addl. District Sub-Registrar Office – Behala in the District of South 24 Parganas together with all sorts of easement rights over the Road adjacent to the said gifted property.

The said property has been more fully and particularly described in the annexed Map/ Plan and depicted by the RED Border lines and the said Map/Plan will be considered as the part and parcel of this Indenture.

Zone :- The Premises is not located on D.H. Road.

It is butted and bounded in the manner following that is to say :-

<u>ON THE NORTH :</u>	4'-0" wide K.M.C Road.
<u>ON THE SOUTH :</u>	16'-0" wide K.M.C. Road.
<u>ON THE EAST :</u>	K.M.C Drain.
<u>ON THE WEST :</u>	11' – 0" wide K.M.C. Road.

THE SCHEDULE – "B" ABOVE REFERRED TO
(Description of the flat hereby sold)

ALL THAT one residential self-contained marble flooring flat being Flat No. 4B having a super built up area 960 Sft. more or less consisting of 2 bed rooms, 1 living-cum-dining, 1 kitchen, 2 toilets & 1 verandah on the Fourth Floor, South-Eastern side of the said Building with all fittings and fixtures along with undivided proportionate share or interest of the land at K.M.C. Premises No. 48, Diamond Harbour Road, Kolkata – 700060 under Police Station – formerly Behala presently Parnashree, in the District of South 24 Parganas and which is particularly described in the Schedule 'A' hereinabove written.

The said flat has been more fully and particularly described in the annexed map/plan and depicted by the RED border lines and the said map/ plan always will be considered as the part and parcel of this Indenture.

THE SCHEDULE 'C' REFERRED TO ABOVE

(i.e. the common portion/common areas and facilities in the said building at the said Premises)

13. Entrance and exists.
14. Boundary walls and main gate and all spaces and portions in between building walls and boundary walls of the said premises.
15. Entrance bobby.
16. Stair cases, landings on all floors.
17. Drainage and sewerage lines and other installation for the same except only those which are installed within the exclusive area of any unit/flat exclusively for use of respective Purchasers.
18. Water pump, pump room, underground and overhead reservoirs together with the common plumbing installation for carriage of water excluding only such parts of installation and fittings as are exclusively within and for the unit/flat.
19. Such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or about the land and the building as are necessary for passage to and/or user of the Units/flats in common by the co-owners.
20. Roof terrace on the top of the building.
21. Electrical wiring, meter room and fittings for common purposes.
22. Lawns in the ground floor.
23. Common passage, back space and lobbies on the ground floor excepting car parking area.
24. Lift.

THE SCHEDULE 'D' AS REFERRED TO ABOVE.

(The common expenses and maintenance of the Premises)

10. The expenses of maintaining repairing redecorating and renewing the main structure and in particular thereof drainage system rain water discharge arrangements water supply and all common areas mentioned in Schedule "C" hereto.
11. The cost of cleaning and lighting the entrance to the Building, the passage and spaces around the building lobbies corridors stair-cases.
12. Cost of decorating the exterior of the premises.
13. All corporation rates taxes (consolidated) and all outgoings surcharges and impositions now in force or which may hereafter be imposed on the said premises including interest or penalty accrued thereof.
14. Salary, wages, fees and remuneration of lawyers, engineers accountant, durwans, technicians, plumber, electricians, masons, carpenters, peon and sweepers whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.

15. All expenses of common services and in connection with common areas and facilities.
16. Premium for insurance of the premises against earth quake and fire, if any.
17. The costs and expenses in connection with formation Association or Society as herein provided including fees to lawyers and charges for registration.
18. Such other expenses as are necessary for or incidental to the maintenance and up keep of the premises and of the common areas facilities and amenities.

All that the above costs and expenses of the common portions and common service areas shall be vested to all the owners of flats of the said building and each have to pay the same proportionately, as are reasonably required.

THE SCHEDULE 'E' ABOVE REFERRED TO :
TECHNICAL SPECIFICATION OF CONSTRUCTION OF THE BUILDING

14. Structure	:	E.C.C. Frame structure with individual Footing foundation.
15. Brick Work	:	Outer wall and common wall with 8" And 3" brick works with good quality Brick in cement mortar.
16. Flooring	:	Floor will be Marble.
17. Doors and Fittings	:	All door-frame will be of Sal Wood, Main Door shutter will be hot press flush door With one side teak ply with Godrej Night latch. Other doors will be hot press flush door with Godrej fittings.
18. Grill & Window	:	Aluminium Sliding window with white Glass covered with M.S. Steel grill.
19. Wall Finishing	:	Internal wall to be finished with coat of Plaster of Paris.
20. Kitchen	:	Kitchen top will be Granite with steel Sink with Ecsco C.P. fittings. White tiles dedo above kitchen platform upto 2' Height.
21. Toilets and Sanitary	:	All toilet will be provided with Indian/ European style pan and low down P.V.C. Cistern, Glazed tiles dedo upto 5' height Ecsco C.P. fittings, one toilet will be hot And cold.
22. Electrical	:	Concealed wiring with points in 2 room Flat, points in 3 room flat, general points

Like fans, plugs, Geyser and power points etc. with M.C. Box.

23. Roof/Terrace Finish : Cement/ roof – tiles will be laid to Proper slope with one cut machine grinding.
24. Reservoir : Common reservoir on the under ground And on the terrace.
25. Intercom : Intercom from each flat to reception.
26. Generator : Generator may be provided with Extra Cost.

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

WITNESSES: -

1.

**SIGNATURE OF DEVELOPER/
CONFIRMING PARTY**

2.

SIGNATURE OF THE PURCHASERS

SIGNATURE OF LAND OWNER/CONFIRMING

PARTY

Dated by me
Advocate
Alipore Judges' Court
Kolkata 700027
Computer typed by:-

Alipore Judges' Court,
Kolkata 70027

MEMO

RECEIVED by the within named DEVELOPER from the within named PURCHASERS the advance sum of Rs. _____/- (Rupees _____) only as earnest money and/or advance money out of the total consideration of Rs. _____/- (Rupees _____) only as per Memorandum hereunder written.

Sl No.	Cheque No.	Dated	Bank/Branch	Amount

(Rupees _____)only

WITNESSES:-

SIGNATURE OF THE DEVELOPER