

“GREENGLLEN CONSTRUCTION PRIVATE LIMITED”, having PAN : AAGCG7273A, a Company incorporated under the Companies Act, 1956, having its registered Office at 65/3, Rai Bahadur Road, Post Office : Behala, Police Station : Behala, Kolkata : 700034, District : 24 Parganas (South), having represented by its Director **SRI SOURAV PANJA**, son of Sri Gokul Chandra Panja, having PAN : BQIPP2455H, by creed : Hindu, Indian by National, by occupation : Business, residing at 65/3, Rai Bahadur Road, Post Office : Behala, Police Station : Behala, Kolkata : 700034, District : 24 Parganas (South), hereinafter called and referred to as “the **DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **FIRST 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. _____

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_____) 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 **SECOND 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 **SECOND 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 **SECOND 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 **SECOND 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 **SECOND PART**.

AND

(1) **SRI PUSPAL PAUL**, son of Late Dharendra Chandra Pal, having
PAN : AKIPP2445E, (2) **SMT. MALA KASNAVIS**, wife of Sumanta
Kasnavis, having PAN : AFNPK7894Q and (3) **SMT. MITA PAUL @**
PROTIMA PAUL CHAUDHURI, wife of Late Dharendra Chandra
Paul, having PAN : BAPPP9120E, all are by creed : Hindu, Indian by
National, by occupation : Nos.1 & 2 Service and No.3 House-Wife,
all are residing at 63, Roy Bahadur Road, Post Office & Police Station
: Behala, Kolkata : 700034, District : 24 Parganas (South),
hereinafter collectively called and referred to as “the **OWNERS**”/

CONFIRMING PARTIES” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**, being represented by their constituted Attorney **SRI SOURAV PANJA**, son of Sri Gokul Chandra Panja of 65/3, Rai Bahadur Road, Post Office : Behala, Police Station : Behala, Kolkata : 700034, District : 24 Parganas (South).

WHEREAS by virtue of a registered Deed of Conveyance, one Dhirendra Chandra Paul had purchased **ALL THAT** piece and parcel of land measuring about 1 (One) Cottah 4 (Four) Chittacks 31 (Thirty-One) Square Feet more or less together with 2 (Two) storied Building measuring more or less 1500 (One Thousand Five Hundred) Square Feet standing thereon, situate and lying at Mouza : Sahapur, Pargana : Magura, J.L. No.8, under Khatian No.1544, appertaining to Dag Nos.3610 & 3612, now known and numbered as Municipal Premises No.66/1, Roy Bahadur Road, Police Station : Behala, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.119, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South) from the then Owner Smt. Santa Devi for the valuable consideration mentioned therein. The aforesaid Deed of Conveyance was registered on 11th August, 1982 in the Office of the Joint Sub-Registrar of Alipore at Behala

and recorded in Book No.I, Volume No.58, Pages 174 to 181, Being No.2359 for the year 1982.

AND WHEREAS after such purchase, the said Dhirendra Chandra Paul became the sole and absolute Owner of the aforesaid property and absolutely seized and possessed the same as Owner thereof by doing all acts of ownership.

AND WHEREAS by virtue of a registered Deed of Conveyance, one Smt. Mita Paul @ Pratima Paul Chowdhuri had purchased **ALL THAT** piece and parcel of land measuring about 5 (Five) Cottahs 10 (Ten) Chittacks more or less together with 2 (Two) storied Building measuring more or less 2500 (Two Thousand Five Hundred) Square Feet standing thereon, situate and lying at Mouza : Sahapur, Pargana : Magura, J.L. No.8, under Khatian No.1544, appertaining to Dag Nos.3610 & 3612, now known and numbered as Municipal Premises No.67, Roy Bahadur Road, Police Station : Behala, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.119, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South) from the then Owners Pranab Kumar Mukhopadhyay and Prabir Kumar Mukhopadhyay for the valuable consideration mentioned therein. The aforesaid Deed of Conveyance was registered on 4th August, 1982 in the Office of the

Sub-Registrar at Alipore and recorded in Book No.I, Volume No.109, Pages 60 to 67, Being No.4310 for the year 1982.

AND WHEREAS after such purchase, the said Smt. Mita Paul @ Pratima Paul Chowdhuri became the sole and absolute Owner of the aforesaid property and absolutely seized and possessed the same as Owner thereof by doing all acts of ownership.

AND WHEREAS the aforesaid two properties are situated adjacent to each other and the Owners herein with an intention to amalgamate their aforesaid two properties into one single property for their mutual benefits gifted some portions from their respective properties amongst themselves by virtue of two separate registered Deed of Gifts both dated 19th November, 2015, out of which one was registered in the Office of the Additional District Sub-Registrar at Behala and registered in Book No.I, Being No.160708754 for the year 2015 and another one was registered in the Office of the Additional District Sub-Registrar at Behala and registered in Book No.I, Being No.160708755 for the year 2015.

AND WHEREAS after such gifts, the aforesaid two properties amalgamated with each other and came into one single property having total land area of 6 (Six) Cottahs 14 (Fourteen) Chittacks 31 (Thirty-One) Square Feet more or less together with 2 (Two) storied

Building measuring more or less 4000 (Four Thousand) Square Feet standing thereon, being known and numbered as Municipal Premises No.66/1, Roy Bahadur Road, Police Station : Behala, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.119, District : 24 Parganas (South) and they are enjoying and possessing the same as joint Owners thereof by doing all acts and paying taxes thereto.

AND WHEREAS while absolutely seized and possessed the aforesaid property by said Dhirendra Chandra Pal and Smt. Mita Paul @ Pratima Paul Chowdhuri as joint Owners thereof, said Dhirendra Chandra Paul died intestate on 18th October, 2016 leaving behind him surviving his wife Smt. Mita Paul @ Protima Paul Chaudhuri, one son Puspal Paul and daughter Smt. Mala Kasnavis, as his only legal heirs and successors, who jointly inherited the undivided share of the aforesaid property left by the deceased.

AND WHEREAS in the manner stated above, the said Puspal Paul, Smt. Mala Kasnavis and Smt. Mita Paul @ Pratima Paul Chowdhuri, the Owners herein, became the joint Owners of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 6 (Six) Cottahs 14 (Fourteen) Chittacks 31 (Thirty-One) Square Feet more or less together with 2 (Two) storied Building measuring more or less 4000 (Four Thousand) Square Feet standing thereon, situate

and lying at Mouza : Sahapur, Pargana : Magura, J.L. No.8, under Khatian No.1544, appertaining to Dag Nos.3610 & 3612, being known and numbered as Municipal Premises No.66/1, Roy Bahadur Road, Police Station : Behala, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.119, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South), hereinafter called and referred to as “the **SAID PROPERTY/ PREMISES**” and morefully described in the **SCHEDULE – “A”** hereunder written and duly mutated their names with the Office of the Kolkata Municipal Corporation and absolutely seized and possessed the same as joint Owners thereof by doing all acts of ownership and paying taxes thereto.

AND WHEREAS while in enjoyment of the said property as joint Owners thereof, the Owners herein entered into a registered Development Agreement with the Developer herein on 10th July, 2018 for development of the said premises, hereinafter called “the **DEVELOPMENT AGREEMENT**”. The aforesaid Agreement was duly registered in the Office of the District Sub-Registrar – II at Alipore, South 24 Parganas and registered in Book No.I, Volume No.1602-2018, Pages from 246612 to 246664, Being No.160207390 for the year 2018.

AND WHEREAS the Owners herein subsequently executed and registered a Development Power of Attorney in favour of **SRI SOURAV PANJA**, son of Sri Gokul Chandra Panja of 65/3, Rai Bahadur Road, Post Office : Behala, Police Station : Behala, Kolkata : 700034, District : 24 Parganas (South) being the Director of “**GREENGLEN CONSTRUCTION PRIVATE LIMITED**” and empowered him to do all acts, Deeds and things regarding development of the said property by way of constructing Building and for doing all allied jobs as stated in the said Development Power of Attorney. The Deed was duly registered on 10th July, 2018 in the Office of the District Sub-Registrar – II at Alipore, South 24 Parganas and registered in Book No.I, Volume No.1602-2018, Pages from 257722 to 257754, Being No.160207699 for the year 2018.

AND WHEREAS in terms of the said Development Agreement, the Developer has already got a Plan for G+IV storied Building sanctioned from the Kolkata Municipal Corporation (South Suburban Unit) vide Plan No..... dated in the name of the Owners herein.

AND WHEREAS the Developer has already started the constructional works of the proposed Building upon the property of the Owners/Confirming Parties herein, as morefully described in **SCHEDULE** : “**A**” hereunder below.

AND WHEREAS for the purpose of raising fund to meet the huge expenditure involved in constructing the Building, the Developer has decided to enter into Agreement/s with the intending Purchaser/s for selling out the Developer's allocation in the proposed Building to be constructed upon the property of the Owners/Confirming Parties herein.

AND WHEREAS the Developer proclaimed to sell its allocation in the proposed Building and the Purchaser being aware of the said proclamation approached to the Developer and on inspection of all the Deeds, documents etc. relating to the said property and being satisfied with the title to the property and the right, title and interest of the Developer in constructing Building thereon, the Purchaser has decided to purchase **ALL THAT** a self-contained Flat bearing Flat No. measuring more or less
(.....) Square Feet super built up area on the side of the Floor of the proposed Building, which will be constructed as G+IV storied from Municipal Premises No.66/1, Roy Bahadur Road, Police Station : Behala, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.119, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South), hereinafter called "the **SAID FLAT**, morefully described in the

SCHEDULE : “**B**” hereunder written and offered a price of Rs...../- (Rupees) only, which the Developer has accepted considering the same as the highest marketable price.

AND WHEREAS the Owners/Confirming Parties herein join in this Deed of Agreement to confirm that they will execute and register the final Deed of Conveyance in favour of the Purchaser herein for selling out undivided, proportionate, impartible share of land of the **SCHEDULE** : “**A**” mentioned property without receiving any consideration money from the Purchaser herein and they have no objection, if the Purchaser shall purchase the said Flat from the Developer by paying consideration money to the Developer.

NOW THIS AGREEMENT WITNESSETH that the Parties have agreed to the following terms and conditions :-

1. That the Purchaser shall purchase **ALL THAT** a self-contained Flat bearing Flat No..... measuring more or less (.....) Square Feet super built up area on the South-Eastern side of the Fourth Floor of the proposed Building, as is constructing upon the **SCHEDULE** : “**A**” mentioned property at an agreed consideration of Rs...../- (Rupees) only. The said Flat

under this Agreement are morefully described in the **SCHEDULE** : “**B**” hereunder written and the fittings, fixtures and arrangements will be installed and/or provided by the Developer in the said Flat are morefully described in **SCHEDULE** : “**C**” hereunder written.

2. That the Purchaser shall not raise any question or objection of the title of the Owners/Confirming Parties and the right to the Party hereto of the First Part regarding the construction of the proposed Building and to sell the portion of it to the Party hereto of the Second Part in any way in future. The Purchaser being satisfied has accepted that the Party hereto of the First Part has the absolute right and interest to sell the said Flat or part it to the Purchaser through the Owners/Confirming Parties.

3. Subject to the conditions hereinafter stated, the Purchaser is agreed to pay to the Developer the entire consideration money of Rs...../- (Rupees) only for the said Flat in the manner as stated below :-
 - A. The Purchaser shall pay a sum of Rs...../- (Rupees) only to the

Developer simultaneously with the execution of this Agreement towards the earnest money.

- B. The Purchaser has also agreed to pay a sum of Rs...../- (Rupees) only to the Developer at the time of demolition of the existing Building.
- C. The Purchaser has further agreed to pay a sum of Rs...../- (Rupees) only to the Developer at the time of starting constructional work of the proposed Building.
- D. The Purchaser has further agreed to pay a sum of Rs...../- (Rupees) only to the Developer at the time of 1st Floor roof casting of the proposed Building.
- E. The Purchaser has further agreed to pay a sum of Rs...../- (Rupees) only to the Developer at the time of 2nd Floor roof casting of the proposed Building.

- F. The Purchaser has further agreed to pay a sum of Rs...../- (Rupees)
only to the Developer at the time of 3rd Floor roof casting of the proposed Building.
- G. The Purchaser has further agreed to pay a sum of Rs...../- (Rupees)
only to the Developer at the time of 4th Floor roof casting of the proposed Building.
- H. The Purchaser has further agreed to pay a sum of Rs...../- (Rupees)
only to the Developer at the time of brick work of the proposed Building.
- I. The Purchaser has further agreed to pay a sum of Rs...../- (Rupees)
only to the Developer at the time of flooring of the said Flat.
- J. The balance amount of Rs...../- (Rupees)
only to be paid by the Purchaser to the Developer by installment on or before handing over possession of the said Flat to and/or registration of the same, whichever will be earlier

together with the entire amount of service tax as per norms.

4. That the Purchaser shall pay G.S.T. as applicable in every installment of payment and for that the Developer shall grant receipt to the Purchaser regarding the payment of G.S.T. for the reference of the Purchaser.
5. That the last installment mentioned earlier will be paid by the Purchaser to the Party hereto of the First Part in accordance with actual measurement along with the super built up area of the said Flat at the time of handing over the possession or simultaneously with the execution of the final Deed of Conveyance, whichever will be the earlier. The certificate issued by the Developer's Architect/Engineer's regarding stage of completion of the works of the proposed Building will be the final and binding upon both the Parties.
6. That the Party hereto of the First Part shall not negotiate or make any understanding or enter into any Agreement/s or otherwise in respect of the demised Flat with anybody else during the subsistence of this Agreement.

7. That the Developer is agreed to hand over possession of the said Flat to the Purchaser within 24 (Twenty-Four) months from the date of execution of this Agreement, unless compelling circumstances intervene, which may cause delays in the construction and/or completion of the said Flat and subject to the Purchaser's paying the installments within time.

8. That all the payment shall be paid by the Purchaser by A/C Payee Cheque/s, Demand Draft/s, Bank Draft/s, Pay Order/s only in the name of the Party hereto of the First Part in lieu of that the receipt will be granted by the Party hereto of the First Part. If any A/C Payee Cheque/s that will be issued by the Purchaser in favour of the Developer, dishonored or bounded at any stage of the payment for want of fund in the Purchaser's account in that event the Purchaser shall pay damages amounting to Rs.1,000/- (Rupees One Thousand) only to the Developer for such mistake, beside the said installment and together with damages is to be paid by the Purchaser within 10 (Ten) days from such mistake positively otherwise the Purchaser shall be held and liable to pay interest @ 18% per annum upon the non paid amount for a limited period of 1 (One) month only and thereafter this Agreement will be treated as cancelled.

9. That the Party hereto of the First Part shall arrange to supply water to the Purchaser's Flat for 24 (Twenty-Four) hours through electric motor pump from the overhead reservoir.

10. That if the Purchaser fails to pay installments in terms stated above within 30 (Thirty) days from the schedule date of payment in that event the Purchaser shall be held and liable to pay interest at the rate of 18% per month on the defaulted payment of installment for a period of 1 (One) month and on the expiry of the said particular period of 1 (One) month from the schedule date of first defaulted installment payment this Agreement shall automatically be treated as cancelled and in that event 25% of the paid up money shall be forfeited by the First Part and the remaining will be refunded to the Purchaser within 4 (Four) months or earlier from the such cancellation and the First Part shall have all rights to enter into fresh Agreement for Sale with other intending Purchaser/s in respect of the said Flat and shall receive money from the intending Purchaser/s and the Purchaser of this Agreement shall not have any claim or demand whatsoever against the Party hereto of the First Part provided the said Purchaser i.e. Party hereto of the Second Part shall pay the defaulted installment at a time with all accrued interest at the rate as

stated earlier within the time limit stated earlier and First Part is agreed to accept the same within the stipulated period as mentioned earlier.

11. That the Party hereto of the First Part agrees that in no case the said Flat shall hand over to the Purchaser unless and until fulfillment of the earlier clauses including the mode of payment, the certificate of the Engineer/Architect engaged by the Party hereto of the First Part at its discretion shall be held and binding upon the Parties.
12. That the construction of the entire Building shall be done by the Parties hereto of the First Part with the standard materials as per practical under constant supervision and with standard finishing and fitting and fixtures affixed to the said premises with the exceptions of minor variation in arrangement and dimensions in accordance with the working plan. The details of the fittings, fixtures and arrangements are stated in details in **SCHEDULE** : "C" hereunder written.
13. That upon obtaining delivery of possession of the said Flat and the responsibility of the Party hereto of the First Part shall cease and the Purchaser shall not have any claim against to

the Party of the First Part and so also against the Party of the Third Part.

14. That the Developer hereby agrees to execute and register the final Deed of Conveyance in favour of the Purchaser through the Owners/Confirming Parties herein for selling out the undivided proportionate share of land of the said property in favour of the Purchaser and the Owners/Confirming Parties also agreed the same to strengthen the title of the Purchaser herein and for that they have added as Party in this Deed of Agreement and confirm this present Deed of Agreement.

15. That it is specifically agreed by and between the Parties that as and when the final Deed of Conveyance in respect of the said Flat shall be completed for habitable purpose, the Purchaser shall be bound to pay taxes and all outgoings of the said Flat on proportionate basis unless and until the said Flat has not been separately assessed. The Party hereto of the First Part shall be held and responsible to pay taxes and outgoings until the said Flat is being sold and/or hand over possession of the same in favour of the Purchaser. The Purchaser of different Flats shall be liable to apportionment of the taxes and the other outgoings in respect of their respective Flats.

16. So long such Apartments/Flats of the said Building is not separate assessed for Municipal taxes/rates by the Municipal Authorities, the Purchaser shall pay proportionate rate to the Corporation, which will be apportioned between the Purchaser and/or the other occupants of the other Flats at the said Building.
17. That the Purchaser will prepare the final Deed of Conveyance through the Lawyer of the First Part and will pay the charges of preparing final Deed of Conveyance. The Purchaser shall also bear all costs and completion and execution of this Agreement.
18. That the Parties hereto agreed that the Purchaser shall have no claim or right of any nature over the other space of the Building except the limited right over the common space such as passage, staircase and landing, side space, back space, overhead and underground water reservoirs, septic tank etc. to the extent necessary for day to day living in the said premises and the said common property will remain common forever.
19. That the Parties herein have agreed that if due to any reason not forcible at present such as acquisition by Government or due to any act of God or otherwise this Agreement cannot be

given effect to complete this Agreement then this Agreement shall be deemed to be automatically cancelled and upon such cancellation, if circumstances so prevail Purchaser shall be entitled to the refund from the Party hereto of the First Part all paid up money.

20. That, if however, it is proved that for any willful direct or deliberate negligence or default or fault on the Party hereto of the First Part construction of the proposed Building and the delivery of the possession is not possible then the Party hereto of the First Part shall be bound to refund to the Purchaser all the sums that will be received by the Party hereto of the First Part together with 18% interest per annum.
21. That, if however, the construction of the proposed Building is held or delay due to non availability of raw materials and the local disturbances or for the situation goes beyond the control of the Developer, the Purchaser shall not claim or demand or raise any question to the Party hereto of the First Part for such postponed and delay in construction.
22. That the Purchaser not under any circumstances transfer in any manner whatsoever of this Agreement to any other person or persons till final Deed of conveyance will be executed and registered.

23. That the Purchaser shall have right on roof of the proposed Building for common enjoyment.
24. That the price of the Flat shall not be escalated provided the Purchaser shall pay installments in due time.
25. That the Parties further agree that they shall mutually cooperate with one another in the best possible manner to see it that the spirit of this Agreement shall subsists for the smooth construction of the proposed Building and the ownership of the demised premises by the Purchaser is made in the quickest possible time.

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.

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 _____ **Cottahs** _____ **Chttaks** _____ **sft**, more or less lying and situated at Mouza – _____, J.L. No. _____, Revenue Survey No _____, under C.S. Khatian Nos. _____, Dag Nos. _____, R.S. _____ Khatian No. _____, Khatian No. _____, Dag No. _____, _____, presently within the limits of the Kolkata Municipal Corporation (S.S. Unit), K. M. C, Premises No. _____ under Police Station – formerly _____, Addl. District Sub-Registrar Office – _____ in the District of _____ 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 _____
Sft. more fully 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 _____ 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.

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				

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.

- B. 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.
- C. 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 .
- D. 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.

- E. 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.

SCHEDULE : "A" ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT piece and parcel of land measuring an area of 6 (Six) Cottahs 14 (Fourteen) Chittacks 31 (Thirty-One) Square Feet be the same a little more or less together with G+IV storied Building (under construction), situate and lying at Mouza : Sahapur, Pargana : Magura, J.L. No.8, under Khatian No.1544, appertaining to Dag Nos.3610 & 3612, being known and numbered as Municipal Premises No.66/1, Roy Bahadur Road, Police Station : Behala, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.119, Additional District Sub-Registry

Office at Behala, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto and the same is butted and bounded by :-

ON THE NORTH : House of Preety Bhattacharjee ;
ON THE SOUTH : 50' wide Roy Bahadur Road ;
ON THE EAST : 8' wide Roy Bahadur Road ;
ON THE WEST : House of Sukumar Panja & others.

SCHEDULE : "B" ABOVE REFERRED TO

(DESCRIPTION OF THE Said Flat & Car Parking Space)

ALL THAT a self-contained Flat bearing Flat No.D-2 measuring more or less 846 (Eight Hundred Forty-Six) Square Feet super built up area on the South-Eastern side of the Fourth Floor of the proposed Building, which will be constructed as G+IV storied upon the **SCHEDULE** : "A" mentioned property, being known and numbered as Municipal Premises No.66/1, Roy Bahadur Road, Police Station : Behala, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.119, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South).

SCHEDULE : "C" ABOVE REFERRED TO

(DESCRIPTION OF THE AMENITIES, FACILITIES AND WORKS SPECIFICATIONS)

❖ **FOUNDATION** :-

Building designed of R.C.C. foundation.

❖ **STEEL** :-

Captain brand/SRMB/Tata Tiscon.

❖ **CEMENT** :-

Ambuja/Lafarge.

❖ **SAND** :-

Course sand.

❖ **STONECHIPS** :-

Standard quality available in the market.

❖ **BRICKS** :-

1 no. picket Achipur/Burul.

❖ **FLOORING & SKIRTING** :-

Bed rooms, living-cum-dining room, two toilets, kitchen and balcony will be finished with standard quality marble/ceramic tiles, the front and back open space will be finished with net cement.

❖ **KITCHEN** :-

Kitchen will have R.C.C. Cooking platform with 5' height glazed tiles and granite top of the platform. One steel sink will be provided, one tap on the sink and other under the sink for washing utensils, connection for water purifier, electrical point for micro oven, chimney and vent for exhaust fan.

❖ **BATHROOM & TOILETS** :-

Floorings of the bathroom and toilet shall be marble finished.

❖ **TOILETS** :-

6' high glaze tiles round. Toilet attached to the Bedroom will have one Western commode with cistern, taps, C.P. towel rod and shower. Common Toilet will have Western commode with cistern, one Wash basin (ivory or any other colour) taps and it will be Parryware, towel rod and Shower. Geyser point will be provided in two Toilet. Both the toilet will have good quality P.V.C. concealed pipelines.

❖ **DOORS** :-

P.V.C. Door in toilets and good quality phenol bounded flash doors in all inside doors with lock, eye hole, door stopper, teak wooden doors in main door. One collapsible gate will be provided in front of the main door.

❖ **WINDOWS** :-

Aluminum channel frame with glazed glass fittings.

❖ **ELECTRICAL WORKS** :-

Electrical points for light, fan, refrigerator, television etc. will be provided with concealed P.V.C. wiring and complete with distribution boards, sub-distribution board, switch board, with piano type switches and 5 & 15amp plug point, electrical points will be provided as required. AC point in all bed rooms, point for washing machine and freeze and kitchen will have electrical points for micro-oven, chimney, water purifier and exhaust fan.

❖ **ELECTRICAL METER** :-

The Developer will arrange for the electric meter for common services like roof lights, stair case, passages and Flat Owners except the Party hereto of the One Part will pay the deposit amount proportionately.

❖ **EXTRA WORK** :-

Request for extra work or change from above mentioned specifications and fixing of costly items will be entertained before commencement of the work of the specified items and extra cost to be paid in advance basis as required.

❖ **WATER SUPPLY** :-

Water will be supplied from the supply of Kolkata Municipal Corporation. Water supply from Kolkata Municipal Corporation will be arranged with underground reservoir and cost of water connection from Kolkata Municipal Corporation will be borne by the Developer.

❖ **PAINING** :-

All internal walls will be finished with Plaster of Paris and two coat water primer. All external paintings will be with weather coat colour paints. All doors will be varnish polish finish and grills will be enamel paints.

❖ **SANITARY** :-

All internal pipelines will be of concealed type. Soil lines are to be connected to underground drainage pipes terminating in septic tank.

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

SIGNED, SEALED & DELIVERED

by the Parties at Kolkata

in the presence of :-

WITNESSES :-

1.

Signature of the **DEVELOPER**

2.

Signature of the **PURCHASER**

Signature of the **OWNERS/
CONFIRMING PARTIES**

Computer Typed by :-

DEBASISH NASKAR

Alipore Judges' Court, Kol : 27.

MEMO OF EARNEST MONEY

RECEIPT of and from the within named Purchaser the within mentioned sum of Rs. _____/- (Rupees _____) only towards the part consideration money out of the total consideration money of Rs. _____/- (Rupees _____) only, as per Memo below :-

Sl No.	Cheque No.	Dated	Bank/Branch	Amount

Total Rs. _____ /-

(RUPEES) ONLY

WITNESSES :-

1.

Signature of the **DEVELOPER**

2.