

AGREEMENT FOR SALE

Valuation Setforth Rs. /-(Rupees) only.

Subject Matter of Sale Flat No. on Floor, Block - , at Municipal Holding Nos. RGM-5/23/B1-B, RGM-5/27/B1-B, RGM-5/23/B1-B and RGM/5/205/B1-B, Ward No. 5, Rajarhat Road, Police Station - Airport, P. O Gopalpur, Dist 24Pgs (N) admeasuring an area of 1005 (One Thousand Five) Sq.ft. Super Built Up be the same a little more or less along with one common covered car parking space (Space No___), in the ground floor of Block 'F & G'. measuring 80.0 (Eighty) sq. ft. Built up.

Name of the Project "SHRESHTA GARDEN"

Nature of Use Residential.

Sold Property Contains 2 (Two) Bed Rooms, 2 (Two) Toilets, 1 (One) Dining-cum-Living Room alongwith 1 (One) Kitchen, 1 (One) Verandah/Balcony together with undivided, proportionate, impartible share of land underneath the Block, along with one common covered car parking space on the ground floor, Space No. ___ of Block - 'F & G'.

Name of the Owner/Vendor M/S. SHRESHTA CONSTRUCTION PVT. LTD.

Name of the Purchaser/s 1.

.....THIS

Agreement for Sale

This Agreement for Sale made on this the day of Two Thousand Fifteen .

Between

M/s. Shreshta Construction Pvt. Ltd. (PAN –AAHCS8908D) a private limited company incorporated in accordance with the provisions of the Companies Act 1956 having its registered office at 12/1, Jessore Road (South) Barasat, Dist-North 24 Parganas, P.S – Airport & P.O Gopalpur represented through one of its Director,

Mr. Dilip Kumar Neotia (PAN – ABRPN8265C), son of Late Deoki Nandan Neotia, by nationality Indian, by faith Hindu, by Occupation Business, presently residing at EC 13, Salt Lake City, Kolkata - 700 064, Dist 24Pgs (N), P.S – Bidhannagar (N), P.O – Bidhannagar, Dist. 24-Parganas (N).

hereinafter called and referred to as the **Owner/Vendor** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Director and/or Directors, successor-in-office, successor-in-interest, legal representatives and assigns) of the **One Part**.

And

1. _____, (PAN - _____), son of _____, by nationality Indian, by faith Hindu, by occupation _____, presently residing at _____.

Herein after called and referred to as the **Purchaser/s** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **Other Part**.

Owner/Vendor and Purchaser, individually **Party** and collectively **Parties**.

Now this Agreement witnesses, records, governs and binds the contractual relationship between the parties as follows :

1. Subject Matter of Sale :

1.1 Flat/Unit/ Commercial Space/ (dwelling purpose) : The residential flat/parking space morefully and particularly described in **Part - I** of the **Third Schedule** comprised in Block No. F & G, together with the undivided, proportionate, impartible share of land underneath the said Block morefully and particularly mentioned under Second Schedule herein under appearing within the complex named as “**Shreshta Garden**”.

1.2 Right of use of Common Portions: The common areas, amenities and facilities of the block to be used in common by the occupiers of the block described under **Part - I** of the **Fourth Schedule** hereunder appearing (collectively **Block Common Portions**) and the common areas, amenities and facilities of the Complex written hereunder (collectively referred to as Complex Common Portions) to be used in common by the co-owners of all the blocks within the complex.

1.3. Definitions: In this Indenture the terms as used shall, unless it be contrary and/or repugnant to the context be deemed, to have the following meaning:-

A) **Complex :** The upcoming project namely Shreshta Garden to be completed by the owner/Vendor in various phases, comprising of several blocks, mentioned hereunder, on the existing land measuring about 87K-4Ch-12.36Sq.ft. comprised in several Dag under various Khatian numbers situated at mouza – Gopalpur, P.S. Airport with modern facilities, amenities for use of the co-owners of the said complex, in common, details mentioned hereinafter, with provisions for extension of the said project by acquiring more land and construction of additional Blocks in phase wise, more fully described in the part- I of the first schedule hereunder written.

Phase-I- comprises of Block – A (Ground & First Floor Commercial), Block – B and Block –C having several dwelling Units & Car parking spaces together with common passages, common area / Utilities etc. along with facilities and/or utilities and/or amenities to be availed by all the occupiers of the complex, e.g. air-conditioned Community Hall, air-conditioned Gymnasium, air-conditioned Games Room and air-conditioned Library

Phase-II & III Comprising of Block – D having several dwelling Units / Car Parking spaces together with common passages has been completed and Block – E comprising of several dwelling units / Car parking spaces together with common passages has been constructed and is nearing completion .

Phase-IV Comprising Block F (Part GROUND FLOOR and PART FIRST FLOOR COMMERCIAL) and Block G having several dwelling Units and Car Parking spaces in the Ground Floor and Basement Floor of Block F&G together with common passages, common area / utilities etc. along with facilities and / or utilities and / or amenities to be availed by all the occupiers of the Complex e.g. air-conditioned Gymnasium, air-conditioned games room, more particularly described in the Second Schedule hereinafter.

- B) **‘Building’/Block** shall mean the building as has been and/or would be constructed from time to time on portion of Land comprised within the complex, including and extension thereto, commonly known as “**Shreshta Garden**”.
- C) **‘Builder’** shall mean the said M/s. Shreshta Construction Pvt. Ltd. and shall include its successors-in-office, successors-in-interest and/or assigns.
- D) **‘Title Deeds’** shall mean and include the following documents
- i) Deed of Conveyance on 14th day of June, 2011, registered at Additional District Sub Registrar Bidhannagar Salt Lake City, recorded in Book No. I, CD Volume No. 13, Pages Nos. 9818 to 9837 being Deed No. 06671 for the year 2011.

- ii) Deed of Conveyance on 30th day of December, 2013, registered at Additional District Sub Registrar Bidhannagar Salt Lake City, recorded in Book No. I, CD Volume No. 11, Pages Nos. 6134 to 6155 being Deed No. 03833 for the year 2013.
 - iii) Deed of Conveyance dated the 18th day of September, 2013, registered at Additional District Sub Registrar Bidhannagar Salt Lake City, recorded in Book No. I, CD Volume No. 10, Pages Nos. 1990 to 2007, being Deed No. 02812 for the year 2013.
 - iv) Deed of Conveyance dated the 18th day of September, 2013, registered at Additional District Sub Registrar Bidhannagar Salt Lake City recorded in Book - I, Volume No. 10, Pages Nos. 2835 to 2852 being Deed No. 02813 for the year 2013.
 - v) Deed of Conveyance dated the 18th day of September, 2013, registered at Additional District Sub Registrar, Bidhannagar, Salt Lake City, copied in Book No. I, Volume No. 10, Pages Nos. 2817 to 2834, being Deed No. 02811 for the year 2013.
 - vi) Deed of Conveyance dated 10th day of September, 2014, registered at Additional District Sub Registrar Bidhannagar, Salt Lake City copied in Book No. - I, CD Volume No. 08, Pages Nos. 7663 to 7682 being Deed No. 02635 for the year 2014.
- E) **‘Co-owners’** shall according to its context mean the Purchasers and all other persons who own units/flats/apartments /commercial spaces in Block and Blocks of the complex, including upcoming Blocks.
- F) **‘Common Expenses’** shall mean and include all expenses to be incurred by the co-owners for the maintenance management and upkeep of the Block including the common portions and / or expenses of the co-owners for the common purposes including those mentioned in the **Fourth Schedule** herein under written.

- G) **‘Common Portions’** shall mean and include all common areas driveways, erection, construction comprised in the Block /complex to be used / enjoyed in common by all co-owners fully described in the fourth schedule.
- H) **‘Common Purpose’** shall mean and include any cause as would be required for managing and maintaining the common portions, and/or dealing with the matters of common interest in Blocks and Complex.
- I) **‘Company’** shall mean and include a private / public limited company, Society, Syndicate or Association to be formed by the Owner/Vendor for the common purposes.
- J) **‘Parking Spaces’** shall mean and include open common /common covered parking space reserved in the premises in ground floor of the Block, designated open spaces to be categorically demarcated for parking of medium size motor cars only.
- K) **‘Plans’** shall mean and include the plans, drawings and specifications of the said proposed blocks, being block ‘F’ and Block ‘G’ (Ground plus five and /or six storied commercial cum residential building) being Plan No. 64/14/15 dated 20.06.2014 including its amendments and modifications, obtained from the competent authority of Rajarhat Gopalpur Municipality.
- L) **‘Purchaser’** shall include:-
- a) In case the *purchaser is an individual*, the term or expression “Purchaser” / Allottee shall mean and include his/her/their successors, executors, administrators, legal representatives and/or assigns;
 - b) In case the *purchaser/ allottee is a partnership firm*, the term or expression “Purchaser” / allottee shall mean and include the partners of such partnership firm and their respective heirs, executors, administrators, legal representatives and/or assigns.

- c) In case the *purchaser/ allottee is a Limited Company* and/or Private Limited Company the term and/or expression “Purchaser” / *allottee* shall mean and include such company and its successor or successor-in-office or successor-in-interest and/or assigns.
- d) In case the *purchaser/ allottee is a trust*, the term or expression “Purchaser” / *allottee* shall mean and include the Trustee or Trustees for the time being of such Trust and its successor or successors in office and/or assigns.
- e) In case the *purchaser/ allottee is a Karta representing the Hindu Undivided Family(H.U.F.)*, the expression or term “Purchaser”/ *allottee* shall mean and include the Karta and/or members for the time being of such Hindu Undivided Family (H.U.F.) and their respective heirs, executors, successors, administrators, legal representatives and/or assigns.
- M) **‘Unit Construction Agreement’** shall mean the agreement between the Builder/Owner of the One Part herein and the Purchaser/Allottee herein of the Other Part.
- N) **‘Units’** shall mean the residential flats/units / apartments/commercial spaces /car parking spaces to be constructed in the building and/or buildings as has been and/or be constructed from time to time and intended and/or capable of being exclusively owned and/or occupied by the co-owners respectively.
- O) **‘Said Unit’** shall mean the residential flat/apartment/commercial space/car parking space allotted to the purchaser of the building and shall also include the undivided proportionate share in the land underneath the building with right to use the common area of the said Block and/or complex in common with other co-owners.

- P) **‘Undivided Proportionate Share’** shall mean and include undivided proportionate share in the land underneath the building in the plot appertaining to the said unit and/or units and/or the properties hereby booked to be conveyed, as the case be.
- Q) **‘Owner/Vendor’** shall mean and include its successors interest administrators and/or assigns.
- R) **‘Singular’** shall mean and include the plural and vice versa.
- S) **‘Masculine’** shall include the feminine and vice versa.

PART - A

2. Devolution of Title :-

Whereas :

- 2.1 One Smt. Gauri Dutta, wife of Sri Santosh Kumar Dutta of 1/52, Bijoygarh, Jadavpur, Police Station – Jadavpur, Kolkata-700032, District – 24 Parganas (South) was seized and possessed of and / or otherwise well and sufficiently entitled all that piece and parcel of Sali land hereditaments measuring 5 (five) Cuttah 10 (ten) Chittack and 22 (twenty two) sq. ft. be the same a little more or less which is equivalent to 9.35 (nine point three five) Decimal being Scheme Plot No. 1 of Chirasthayee Rayati Mokairer Tenure comprised in Mouza - Gopaipur, J.L. No. 2, Re. Su. No 140, Touzi No. 2998, in C.S. Plot Dag No. 3818, in C.S. Khatian No. 556, in R.S. & L.R. Plot Dag No. 2834, in R.S. Khatian No. 934, in L.R. Khatian No. 2955, Pargana Kolikata, Police Station Airport, within the jurisdiction of Additional District Sub Registrar Bidhan Nagar, Salt Lake City, under Ward No. 5, of Rajarhat Gopaipur Municipality, vide Municipal Holding No. RGM-05/27/11-12/B1-B, Kalipark Gopalpur, Bablatala, District 24 Parganas (North).
- 2.2 While seizing, possessing and enjoying the aforesaid land by virtue a Deed of Conveyance dated the 14th day of June, 2011 the, the said Smt. Gauri Dutta, wife of Sri Santosh Kumar Dutta of 1/52, Bijoygarh, Jadavpur, Police Station - Jadavpur, Kolkata - 700 032, District 24 Parganas (South), the Owner/Vendor

therein of the One Part, had indefeasibly sold, conveyed, transferred, released and parted all that aforesaid piece and parcel of Sali Land measuring an area of 5 (five) Cuttah 10 (ten) Chittack and 22 (twenty two) Sq.ft. be the same a little more or less comprised in Mouza - Gopalpur, J.L.No. 2, Re. Su. No. 140, Touzi No. 2998 in R.S. and L.R. Plot Dag No. 2834, in L F Khatian No. 2955, to one **M/s. Shreshta Construction Pvt. Ltd.**, a private limited (company incorporated in accordance *with the* provisions of the Companies Act 1956 having its registered office at 12/1, Jessore Road (South) Barasat, District North 24 Parganas, represented through one of its Director, Mr. Dilip Kumar Neotia", son of Late Deoki Nandan Neotia, by nationality Indian, by faith Hindu, by Occupation Business, presently residing a : EC 13, Salt Lake City, Kolkata - 700 064, the Purchaser therein, at a valuable consideration mentioned therein, and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar Bidhannagar, Salt Lake City and the same was copied in Book No. I, CD Volume No. 13, Pages Nos. 9818 to 9837, being Deed No. 06671 for the year 2011.

- 2.3 One Kaushal Kumar Gupta, since deceased, was seized and possessed of and/or otherwise well and sufficiently entitled all that pieces and parcels of Sali land hereditaments, admeasuring an area of 4 (four) Cuttah 0 (zero) Chittack and 0 (zero) Sq. ft., be the same a little more or less comprised in Mouza - Gopalpur, in J.L.No. 2, Re. Su. No. 140, Touzi No. 2998, in R.S. and L.R. Plot Dag Nos. 2820(P) and 2833(P) in R.S. Khatian Nos. 344 and 2020 in L.R. Khatian No. 4440, Police Station - Airport within the local limits of Rajarhat Gopalpur Municipality, vide Municipal Holding No. RGM-3/203,B1-B under Ward No. 5, within the jurisdiction of Additional District Sub Registrar Bidhannagar, Salt Lake City, District - North 24 Parganas.
- 2.4 While seizing, possessing and enjoying the aforesaid land the said Kaushal Kumar Gupta, since deceased son of Late Shew Shankar Gupta, died intestate on 21.02.2010, leaving behind him surviving his widow, one son and three daughters as below named, to success and inherit all the estates and properties left by the said Kaushal Kumar Gupta in accordance with the provisions of the Hindu Succession Act., 1956 and Dayabhaga School of Hindu Law through

which the said Kaushal Kumar Gupta, since deceased, was governed during his lifetime :-

<u>Sl. No.</u>	<u>Name of the Successors</u>	<u>Relationship with the deceased</u>	<u>Area of land inherited</u>
1.	Smt. Lata Gupta	Widow	Undivided 576 Sq. ft.
2.	Sri Vijay Gupta	Son	- Do -
3.	Mrs. Rinku Gupta	Daughter	- do -
4.	Mrs. Romi Gupta	Daughter	- do -
5.	Mrs. Rashmi Gupta	Daughter	- - do -
			2880 Sq. ft.

- 2.5 That by virtue of a Declaration on Oath dated the 10th day of March, 2010, before the Learned Metropolitan Magistrate Banksal Court Kolkata, the said Vijay Gupta duly affirmed that other than the legal heirs as above named there remained to be no other legal heirs of the said Kaushal Kumar Gupta since deceased.
- 2.6 Thus by virtue of a Deed of Conveyance (dated the 30th day of December, 2013, the said Smt. Lata Gupta, Mrs. Rinku Gupta, Mrs. Rashmi Gupta, Mrs. Romi Gupta and Sri Vijay Gupta, collectively the Vendors therein, of the One Part, have indefeasibly *sold*, conveyed, transferred, released and parted all that Sali Land hereditaments admeasuring an area 4 (four) Cuttah 0 (zero) Chittack and 0 (zero) Sq.ft., be the same a little more or less comprised in Mouza - Gopalpur, J.L. No. 2, Re. Su. No. 140, Touzi No. 2998 in C.S. Plot Dag Nos. 38C4(P) and 3817(P) in C S. Khatian Nos. 894 and 159 in R.S. ant L.R. Plot Dag Nos. 2820(P) and 2833(P) in R.S. Khatian Nos 344 and 2020 in L.R. Khatian No. 4440 under Ward No. 5 of Rajarhat Gopalpur Municipality, vide Municipal Holding No. RGM-3/203, Bl-B, Police Station - Airport, within the jurisdiction of Additional District Sub Registrar Bidhannagar, Salt Lake City. District - North 24 Parganas, to the said **M/s. Shreshta Construction Pvt. Ltd.**, the Purchaser therein, at a valuable consideration mentioned therein, and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhannagar, Salt Lake City and the same was copied in Book No. I CD Volume No. 11, Pages Nos. 6134 to 6155, being Deed No. 03833 for the year 2013.

- 2.7 One Sri Anand Kumar Gupta, son of Late Shew Shankar Prasad of 68 Kailash Bose Street, Police Station – Amherst Street, Kolkata - 700 006, was seized and possessed of and/or otherwise well and sufficiently entitled all that revenue paying Rayati Dakhali Swattya Sali land measuring 4 (four) Cuttah 0 (zero) Chittack and 0 (zero) Sq.ft., be the same a little more or less comprised in *Mouza* - Gopalpur, J.L. No. 2, Re. Su. No. 140, Touzi No. 2998 in C.S. Plot Dag Nos. 3804(P) and 3817(P) in C.S. Khatian Nos. 894 and 159 in R.S. and L.R. Plot Dag Nos. 2820(P) and 2833(P) in R.S. Khatian Nos. 344 and 2020 corresponding to L.R. Khatian No. 4438 under Ward No. 5 of Rajarhat Gopalpur Municipality, vide Municipal Holding No. RGM-5/204, BI-B being Scheme Plot No. 2A, Police Station - Airport, within the jurisdiction of Additional District Sub Registrar Bidhannagar, Salt Lake City, District - North 24 Parganas.
- 2.8 While seizing, possessing and enjoying the aforesaid land by virtue of a Deed of Conveyance dated the 18th day of September, 2013 the said Sri Anand Kumar Gupta, the Vendor therein of the One Part had indefeasibly sold, conveyed, transferred, released and parted all that Sali Land hereditaments admeasuring an area of 4 (four) Cuttah 0 (zero) Chittack and 0 (zero) Sq.ft., be the same a little more or less comprised in *Mouza* - Gopalpur, J.L. No. 2, Re. Su. No. 140, Touzi No. 2998 in C.S. Plot Dag Nos. 3804(P) and 3817(P) in C.S. Khatian Nos. 894 and 159 in R.S. and L.R. Plot Dag Nos. 2820(P) and 2833(P) in R.S. Khatian Nos. 344 and 2020 corresponding to L.R. Khatian No. 4438 under Ward No. 5 of Rajarhat Gopalpur Municipality, vide Municipality vide Municipal Holding No. RGM-5/204, BI-B being Scheme Plot No. 2A, Police Station - Airport, within the jurisdiction of Additional District Sub Registrar Bidhannagar, Salt Lake City, District - North 24 Parganas, to the said M/s. Shreshta Construction Pvt. Ltd., the Purchaser therein, at a valuable consideration mentioned therein, and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhannagar, Salt Lake City and the same was copied in Book No. I,

CD Volume No. 10, Pages Nos. 1990 to 2007, being Deed No. 02812 for the year 2013.

- 2.9 One Sri Pramod Kumar Gupta, son of Late Shew Shankar Prasad of 68 Kailash Bose Street, Police Station - Amherst Street, Kolkata - 700 006, was seized and possessed of and/or otherwise well and sufficiently entitled all that Rayati Dakhali Swattya Sali land measuring 3 (three) Cuttah 4 (four) Chittack and 30 (thirty) Sq.ft. be the same a little more or less comprised in Mouza Gopalpur, J.L. No. 2, Re. Su. No. 140, Touzi No. 2998, in C.S. Plot Dag Nos. 3817 and 3804 in R.S. & L.R. Plot Dag Nos. 2833 and 2820 In C.S. Khatian Nos. 159 and 894, in R.S. Khatian Nos. 2020 and 344, in L.R. Khatian No. 4439, Police Station - Airport, under Ward No. 5 of Rajarhat Gopalpur Municipality, vide Municipal Holding No. RGM-5/205, BI-B, within the jurisdiction of Additional District Sub Registrar Bidhannagar, Salt Lake City, being Scheme Plot No. 2B, District North 24 Parganas, free from all encumbrances whatsoever.
- 2.10 While seizing, possessing and enjoying the aforesaid land by virtue of a Deed of Conveyance dated the 18th day of September, 2013, the said Sri Pramod Kumar Gupta, son of Late Shew Shankar Prasad, the Vendor therein, of the one part had indefeasibly sold, conveyed, transferred, released and parted all that revenue paying Rayati Dakhali Swattya Sali land measuring 3 (three) Cuttah 4 (four) Chittack and 30 (thirty) Sq.ft. be me same a little more or less comprised in Mouza Gopalpur, J.L No. 2, Re. Su. No. 140, Touzi No. 2998, in C.S. Plot Dag Nos. 3817 and 3804, in R.S. & L.R. Plot Dag Nos. 2833 and 2820, in C.S. Khatian No. 159 and 894, in R.S. Khatian Nos. 2020 and 344, in L.R. Khatian No. 4439, Police Station - Airport, under Ward No. 5 of Rajarhat Gopalpur Municipality, vide Municipal Holding No. 5/205, BI-B, being Scheme Plot No. 2B, within the jurisdiction of Additional District Sub Registrar Bidhannagar, Salt Lake City, District North 24 Parganas to the said M/s. Shreshta Construction Pvt. Ltd. the Purchaser therein at a valuable consideration mentioned therein and the said Deed of Conveyance was registered at Additional District Sub Registrar

Bidhannagar, Salt Lake City, and the same was copied in Book No. I, CD Volume No. 10, Pages Nos. 2835 to 2852, being Deed No. 02813, for the year 2013.

- 2.11 One Smt. Tulsa Devi Agarwal, wife of Si Om Prakash Agarwal of 68 Kailash Bose Street, Police Station - Amherst Street, Kolkata -700 006, was seized and possessed of v.d/or otherwise well and sufficiently entitled all that piece and parcel of revenue paying Rayati Dakhali Swattya Sali land measuring an *area* of 4 (four) Cuttah 7 (seven) Chittack and 18 (eighteen) Sq.ft. be the same a little more or less comprised in Mouza Gopalpur, J.L. Mo. 2, Re. Su. No. 140, Touzi No. 2998 in C.S. Plot Dag No. 3815 and in R.S. and L.R. Plot Dag No. 2831, in C.S. Khatian No. 176, in R.S. Khanda Khatian No. 2707, in L.R. Khatian No. 7986, Police Station - Airport, being Municipal Holding No. RGM-5/138, BIA, under Ward No. 5 of Rajarhat Gopalpur Municipality, being Scheme Plot No. 5, within the jurisdiction of Additional District Sub Registrar Bidhannagar, Salt Lake City, District North 24 Parganas, free from all encumbrances.
- 2.12 While seizing, possessing and enjoying the aforesaid land, by virtue of a Deed of Conveyance dated the 18th day of September, 2013, the said Smt. Tulsa Devi Agarwal, the Vendor therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of revenue paying Rayati Dakhali Swattya Sali land measuring an area of 4 (four) Cuttah 7 (seven) Chittack and 18 (eighteen) Sq.ft., be the same a little more or less comprised in Mouza - Gopalpur, in J.L No. 2, Re. Su. No. 140, Touzi No. 2998 in C.S. Plot Dag No. 3815 in R.S. and L.R. Plot Dag No. 2831 in C.S. Khatian No. 176, in R.S. Khanda Khatian No. 2707 in L.R. Khatian No. 7986 being Municipal Holding No. 5/138, BI-A under Ward No. 5 of Rajarhat Gopalpur Municipality-being Scheme Plot No. 5, Police Station - Airport, within the jurisdiction of Additional District Sub Registrar Bidhannagar, Salt Lake City, District - North 24 Parganas to the said M/s. Shreshta Construction Pvt. Ltd. the Purchaser therein, at a valuable consideration mentioned therein, and the said Deed of Conveyance was registered at Additional District Sub Registrar Bidhannagar, Salt Lake City, and the same

was copied in Book No. I, CD Volume No. 10, Pages Nos. 2817 to 2834, being Deed No. 02811, for the year 2013.

- 2.13 One Sri Dhananjay Kumar Sah, son of Lakshmi Prasad Sah of 1, Netai Babu Lane, Police Station - Muchipara, Kolkata - 700 012, was seized and possessed of and/or otherwise well and sufficiently entitled all that piece and parcel of Sali land measuring an area of 1 (one) Cuttah 2 (two) Chittack and 20 (twenty) Sq.ft., be the same a little more or less comprised in Mouza - Gopalpur, J.L. No. 2, Re. Su. No. 140, Touzi No. 2998 in C.S. Plot Dag No. 3804 (P) in R.S. and L.R. Plot Dag No 2820 in C.S. Khatian No. 894, in R.S. Khatian No. 344 corresponding to L.R. Khatian No. 6335 under Ward No. 5 (previously under Ward No. 3) of Rajarhat Gopalpur Municipality, Police Station - Airport, within the jurisdiction of Additional District Sub Registrar Bidhannagar, Salt Lake City, District - North 24 Parganas, free from all encumbrances.
- 2.14 That the said Sri Dhananjay Kumar Sah, son of Lakshmi Prasad Sah, duly entered into an Agreement with the said Shreshta Construction Pvt. Ltd. dated 01.03.2014 under certain terms and conditions inter alia, on the basis of which the said Shreshta Construction Pvt. Ltd. duly applied for sanction of building plan on the total land measuring 22 (twenty two) Cuttah 9 (nine) Chittack and 0 (zero) Sq.ft. which includes the land of the said Sri Dhananjay Kumar Sah measuring 1 (one) Cuttah 2 (two) Chittack and 20 (twenty) Sq.ft..
- 2.15 While seizing, possessing and enjoying the aforesaid land, by virtue of a Deed of Conveyance dated the 10.09.2014, the said Sri Dhananjay Kumar Sah, son of Lakshmi Prasad Sah of 1, Netai Babu Lane, Police Station - Muchipara, Kolkata - 700 012, the Vendor therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of Sali land measuring 1 (one) Cuttah 2 (two) Chittack and 20 (twenty) Sq.ft., be the same a little more or comprised in Mouza -Gopalpur, J.L. No. 2, Re. Su. No. 140, Touzi No. 2998 in C.S. Plot Dag No. 3804 (P) in R.S. and L.R. Plot Dag No. 2820 in C.S. Khatian

No. 894, in R.S. Khatian No. 344 corresponding to L.R. Khatian No. 6335 under Ward No. 5 (previously under Ward No. 3) of Rajarhat Gopalpur Municipality, Police Station - Airport within the jurisdiction of Additional District Sub Registrar Bidhannagar, Salt Lake City, District - North 24 Parganas with the benefit of Sanctioned Building Plan vide Sanctioned Serial No. 64/14-15 dated 20.06.2014 to the said M/s. Shreshta Construction Pvt. Ltd. the Purchaser therein, at a valuable consideration mentioned therein, and the said Deed of Conveyance was registered at Additional District Sub Registrar Bidhannagar, Salt Lake City, and the same was copied in Book No. **I**, CD Volume No. 08, Pages Nos. 7663 to 7682, being Deed No. 02635, for the year 2014.

2.16 Thus by virtue of the recital hereinabove stated the said M/s. Shreshta Construction Pvt. Ltd. of 12/1, Jessore Road (South) Barasat, District North 24 Parganas is seized and possessed of and/or otherwise well and sufficiently entitled all that pieces and parcels of Sali land measuring an area of **22 (twenty two) Cuttah 9 (nine) Chittack and 0 (zero) Sq.ft.**, be the same a little more or less comprised in Mouza - Gopalpur, J.L. No. 2, Re. Su. No. 140, Touzi No. 2998 in C.S. Plot Dag Nos. 3804, 3815, 3817 and 3818 in R.S. and L.R. Plot Dag Nos. 2820, 2831, 2833 and 2834 in C.S. Khatian Nos. 894, 159, 176 and 556, in R.S. Khatian Nos. 2020, 344, 2707 and 934 corresponding to L.R. Khatian Nos. 5916 and 6335 under Ward No. 5 of Rajarhat Gopalpur Municipality, Police Station – Airport within the jurisdiction of Additional District Sub Registrar Bidhannagar, Salt Lake City, District-- North 24 Parganas.

2.17 The said M/s. Shreshta Construction Pvt. Ltd., duly mutated their entire purchased land measuring an area of 22 (twenty two) Cuttah 9 (nine) Chittack and 0 (zero) Sq.ft., be the same a little more or less comprised in Mouza - Gopalpur, J.L. No. 2, Re. Su. No. 140, Touzi No. 2998 in C.S. Plot Dag Nos. 3804, 3815, 3817 and 3818 in R.S. and L.R. Plot Dag Nos. 2820, 2831, 2833 and 2834 in C.S. Khatian Nos. 894, 159, 176 and 556, in R.S. Khatian Nos. 2020, 344, 2707 and 934 corresponding to L.R. Khatian Nos. 5916 and 6335 and also the said M/s. Shreshta

Construction Pvt. Ltd., duly mutated its name in the, assesment register of Rajarhat Gopalpur Municipality and the said Municipality duly assessed the said land vide Municipal Holding Nos. RGM-5/ 22.BI-B; RGM-5/27, BI-B; RGM-5/203,BM3; RGM-5/205,BI-B and 314, Block - J; and is paying respective Khajna and Municipal Taxes thereof regularly as the sole and absolute owner of the aforesaid land in question, morefully and particularly dealt in under First Schedule herein under appearing (hereinafter for the sake of brevity called and referred to as the "said land premises").

- 2.18 Upon seizing, possessing and enjoying the aforesaid land and upon completion of all legal formalities for commercially exploiting the same, the said M/s. Shreshta Construction Pvt. Ltd. duly sanctioned a building plan, for construction of a complex of Multistoried building/s in the shape and form of Block Nos. - F and G, having provisions for Car Parking Spaces in the Basement and Ground Floor Commercial Spaces on Ground Floor (Part) and First Floor (Part) of Block F and Flats/Units/Apartments on Upper Floors, from the competent authority of Rajarhat Gopalpur Municipality, at its own costs and expenses, vide sanctioned *Plan No. 64/14/15* dated *20.06.2014*.
- 2.19 And in due process the said M/s. Shreshta Construction Pvt. Ltd. duly applied for conversion of the aforesaid land from "Sali" to "Bastu" to the competent authority of District Sub Divisional Office, Barasat and the conversion is completed vide Memo No. S-24/1181(1-4)/SDL/BST/15 dated 21.05.2015.
- 2.20 That the Owner/Vendor herein wants to sell and the purchaser/s herein want/s to purchase all that dwelling flat/unit/apartment Vide Flat No. on **Floor** in **Block -** admeasuring an area of () **Sq.ft.** Super Built up (SBP) be the same a little more or less alongwith 1 (one) Common Covered Car Parking Space, mentioned in the **Third Schedule** hereinunder appearing lying and situate at and being and comprised in Mouza - Gopalpur, J.L. No. 2, Re. Su. No ; 40, Touzi No. 2998 in R.S. and L.R. Plot Dag Nos. 2820, 2831, 2833 and 2834, in

R.S. Khatian Nos. 2020, 344, 2707 and 934 corresponding to L.R. Khatian Nos. 5916 and 6335 under Ward No. 5 of Rajarhat Gopalpur Municipality, Police Station – Airport, District 24 Parganas (North) for a total price of **Rs. _____/- (Rupees _____) only** out of which **Rs. _____/- (Rupees _____) only** for dwelling **flat/unit/ apartment** and **Rs. _____/- (Rupees _____) only** for **1 (one) Common Covered Car Parking Space**, along with applicable service tax free from all encumbrances under the following terms and conditions appearing hereinafter for the sake of brevity called and referred to as the “Booked Property”.

3. Bindings and contractual relationship by and between the parties :

- 3.1. The Owner/Vendor has agreed to sell and the Purchaser/s has/have agreed to purchase the said unit being **Flat No. _____** on **Floor in Block - _____**, and 1 (one) common covered Car Parking Space, being Space No. _____ in the ground floor of Blok- F&G, at and for a total price of **Rs. _____/- (Rupees _____ lacs nineteen _____) only** (plus Service Tax as applicable) out of which **Rs. _____/- (Rupees _____) only** for Flat No. _____ on Floor, **Block - _____** and **Rs. _____/- (Rupees _____) only** for 1 (one) common covered car parking space [hereinafter for the sake of brevity called and referred to as the Basic sale price (BSP)] morefully and particularly described in Part – I and Part-II of **Third Schedule** herein under appearing free from all encumbrances but nevertheless subject to terms and conditions and covenants contained in these presents.
- 3.2. It shall be duty and/or responsibility of the Owner/Vendor herein to erect and complete the said unit, in all respect using all materials of good quality as per specification mentioned under **Fifth Schedule**, herein under appearing and deliver vacant possession thereof to the Purchaser/allottee within December 2017 with a grace period of Six months, (hereinafter for the sake of brevity called and referred to as the “stipulated time of delivery of possession”) upon receipt of full amount of consideration money (here consideration money

means BSP plus extras and deposits plus Service Tax as applicable) of the said Unit, to be paid by the Purchaser/allottees to the Owner/Vendor in the manner hereinafter mentioned within the stipulated time, and time in this regard shall be the essence of this Agreement provided the Owner/ Vendor is not prevented from completing the work of construction under any order of the Ld. Court or Rajarhat-Gopalpur Municipality or for any act, things beyond the control of the Owner/Vendor.

3.3. The Owner/Vendor has agreed to sell the said unit together with common facilities and amenities as dealt in under Fourth Schedule hereunder appearing.

3.4. It shall be duty and responsibility of the Purchaser/allottee to make punctual payment of the full consideration money (in charge of Service Tax) in the manner as follows :-

(A) At the time of Booking of the Flat the Purchaser/s has/have already paid Rs. (Rupees) only plus Service Tax as applicable and the details of such payment is shown under Memo of Consideration herein under appearing.

(B) On Agreement 20% of the total amount, less Booking Money plus Service Tax (S.T.) as applicable and Rs. 7,500/- (Rupees seven thousands and five hundred) only as and by way of part legal charges.

(C) On Completion of Foundation the Purchaser/s will pay 10% of the total cost plus S.T. as applicable to the Owner/Vendor.

(D) On Completion of First Floor roof the Purchaser/s will pay 10% of the total cost of the Flat plus S.T. as applicable to the Owner/Vendor.

(E) On Completion of Second Floor roof the Purchaser/s will pay 10% of the total cost plus S.T. as applicable to the Owner/Vendor.

(F) On Completion of Third Floor roof the Purchaser/s will pay 10% of the total cost plus S.T. as applicable to the Owner/Vendor.

(G) On Completion of Fourth Floor roof the Purchaser/s will pay 10% of the total cost plus S.T. as applicable to the Owner/Vendor.

(H) On Completion of Fifth Floor roof the Purchaser/s will pay 10% of the total cost plus S.T. as applicable to the Owner/ Vendor.

(I) On starting of the Internal finish of the said flat/unit the Purchaser/s will pay 15% of the total cost plus S.T. as applicable to the Owner/Vendor.

(J) On handing over possession the Purchaser/s will pay 5% of the total cost of the flat plus S.T. as applicable together with 100% of extra charges and maintenance deposit to the Owner/ Vendor, and Rs. 7,500/- (Rupees seven thousand and five hundred) only as Legal Charges to the Solicitor.

(K) The Purchase/Allottees shall pay the amount within stipulated period mentioned in this agreement failing which the purchasers/ allottees shall be deemed to be in default and the consequences mentioned in Clause No. 9.1 hereinafter shall follow. The purchasers/ allottees covenant that the purchasers/ allottees shall make payment of the installments of the Basic Sale Price (BSP) in the manner mentioned herein above and this Agreement is and shall be deemed to be sufficient notice to the purchasers/ allottees about the obligation to make payment. If payments are made by negotiable instruments, the same shall be made payable at Kolkata and favouring *Shreshtha Construction Pvt. Ltd.*

(K) Physical possession of the booked flat / unit/ apartment will be handed over within **December 2017** with a grace period six months of these presents.

3.5 Extras and Deposits :-

(Payable in addition to BSP)

- | | | | |
|-----|---------------------------|---|---|
| (A) | Maintenance deposit | - | Rs. 18/- per sq.ft. |
| (B) | WBSEB infrastructure cost | - | Rs. 50/- per sq. ft. |
| (C) | Power Backup | - | i) For 2BHK 500 Watts
Rs. 10000./-(Rupees ...Ten
Thousand) only
ii) For 3BHK 750 Watts |

Rs.15000/- (Rupees fifteen thousand) only.

(D) Intercom Charges - Rs.2,200/- (Rupees Eighteen hundred) only.

3.6. Legal Charges - Rs.15000/- (Rupees fifteen thousand) only excluding Stamp Duty, Registration fees and other out of pocket expenses.

3.6(i) Cancellation Charges - Before Agreement Rs. 25,000/- (Rupees Eleven thousand)only

And after Agreement 10% of Amount

Paid/Due whichever is higher.

3.6(ii) Transfer Fee - 2.5.% of the Deed Value.

3.7. In case of default of payment of any one of the installments or balance amount as mentioned in the Payment Schedule 18% (Eighteen) percent interest will be charged till date and it shall be lawful to the Owner/Vendor to cancel this Agreement upon refund of the money within two months from the date of cancellation without any interest which may be paid by the Purchasers after deducting 10% (ten) percent so paid, by the Owner/Vendor therefore as consolidated damages including and upon free to deal with or dispose of the said flat and parking space in any manner as it may in its own discretion think fit and proper.

3.8. It is hereby recorded that the Purchaser/s have since inspected the documents before the execution of this Agreement of title of the Owner/Vendor to the said plot of land and also the sanctioned plan and the mode and manner of construction and the Purchaser/s is/are satisfied regarding the title of the Owner/Vendor to the said plot of land and the design and feasibility and workmanship of the building and he/she/they hereby agree/s and undertake/s *not to raise any question or doubt* regarding the same. The Purchaser/s also

gone through the terms conditions and covenants contained in the proforma of the conveyance and accepted the same intact.

- 3.9. The Purchaser/s shall complete the payment in full before taking physical possession of the said unit. That within 1 (one) month from the date of obtaining physical possession of said unit, the Owner/Vendor shall complete the registration of Deed of Conveyance at the costs of the Purchaser/s herein provided the Purchaser/s shall deposit all costs and expenses twenty days prior to date of registration of the conveyance Deed with the owner/vendor. The owner/vendor will intimate in writing to the purchaser about the date of registration of the deed, within ten days from date of possession as aforesaid.
- 3.10. If during construction, any alteration and/or modification is made in the sanctioned plan or specification, the same will not effect or vitiate this Agreement.
- 3.11. The Owner/Vendor shall install and complete electrical wiring and also arrange for the supply of electrical energy from the W.B.S.E.B. at the said unit until the Purchaser/s can install new meter in his/her/their own name/s.
- 3.12. The Purchaser/s shall bound to pay the proportionate amount for enjoying electrical energy as per his/her/their consumption, as per the sub-meter reading, to the Owner/Vendor till the installation of the new meter in the name of the Purchaser/s. The Purchaser/s also make arrangement for installation of new meter at his/her/their own costs and the Owner/Vendor shall give its consent for the same.
- 3.13. The Purchaser/s alongwith other co-owners shall have equal rights to enjoy facilities in respect of the common areas allotted for the flat owners as common service areas of the said building and shall have also right, title and interest in the proportionate undivided, impartible share in the said free hold land, underneath the said Block/building.

- 3.14. The Purchaser/s shall not do any immoral or illegal act or deed or any other acts which in any way hamper quiet and peaceful living or healthy atmosphere of the building/buildings and the Purchaser/s undertake/s not to change any interior structure of the building and/or unit.
- 3.15. The possession of the said unit morefully and particularly described mentioned under **Third Schedule** will be handed over to the Purchaser/s within **December, 2017 with grace period of six months** subject to payment of full amount of consideration money and subject to force majeure.
- 3.16. The Purchaser/s shall not raise any objection and/or other claims of any nature whatsoever regarding construction of the said unit and/or said Block.
- 3.17. The Owner/Vendor shall not be responsible for any and every extra work as would be carried out in the said Unit save and except as per the agreed specification mentioned under **Fifth Schedule** herein under appearing.
- 3.18. After completion of the said building and/or complex and after all the Purchaser/s having taken possession of their respective flats and parking spaces in all the Blocks at the said complex, the owner/vendor will form an Association of all the owners of different units in the complex as per provisions of the West Bengal Apartment Ownership Act,1972 and shall frame rules and bye laws of such Association in accordance with law. The administration for maintenance and upkeep of the various Blocks and/or the complex will be handed over to the said Association and the cost for such administration will be shared by all the Purchaser/s of various Units in different Blocks of the complex in proportion of their super built up area of their unit. Until formation of the said Association the Purchaser/s will have to pay to the Owner/Vendor maintenance cost in proportionate to super built up area of unit, till the date of handing over administration for maintenance and management of the said complex by the Owner/Vendor to the said association.

- 3.19. After formation of the said Association as per the West Bengal Apartment Ownership Act, 1972 the Owner/Vendor will transfer complete responsibility of the said complex to the said Association and thereafter the said Owner/Vendor shall have no liability or responsibility whatsoever in respect of the said building or maintenance thereof.
- 3.20. The Purchaser/s hereby agree to pay/reimburse to the Owner/Vendor the proportionate owner's and occupier's share of taxes of the said flat from the date of the notice as to completion of the said Flat and Parking if already so paid by the Owner/Vendor to the authority concerned.
- 3.21. The Purchaser/s shall maintain the said Flat and Car Parking space in good condition at their own cost and expenses after the same have been handed over to them by the Owner/Vendor and shall abide by all statutory rules and laws and regulations and the terms and conditions mentioned in this agreement and upon formation, the Rules and Regulations, framed by the association, as mentioned hereinbefore.
- 3.22. The cost for registration, searching and legal expenses including stamp duty and other incidental charges shall be borne by the Purchaser/s herein and all the legal documents will be prepared by the ***M/s. Subir Kumar Seal & Associates***, Solicitors and Advocates, High Court Calcutta, having its office at P - 106, Bangur Avenue, Block - C, Police Station - Lake Town, Kolkata - 700 055 appointed to look after the legal aspect of the said proposed project and all sorts of expenses be paid to them before registration of such Agreements for Sale and/or Deed of Conveyances etc, as the case be, including out of pocket expenses incidental thereto.
- 3.23. The Purchaser/s shall not under any circumstances, make construction or alterations on the Verandah/Balconies/Elevation and shall also not be allowed

to interfere with and alter the exterior decorations and external colour of the said premises.

- 3.24. So long as each flat, parking and commercial space is assessed separately or Purchaser/s will bear the proportionate Municipal Taxes.
- 3.25. The Purchaser/s shall not use the said flat/parking/space in such manner which may or is likely to cause nuisance or annoyance to the occupiers of the other units nor shall use the same for any *illegal or immoral purposes*.
- 3.26. The Owner/Vendor shall have full right to use or make *further construction* on the open space or top of the open roof of the said building and/or building and said flat owner/s shall not raise any objection or claims whatsoever regarding such construction subject to *bonafide approval* of the competent authority and / or of *Rajarhat Gopalpur Municipality*.
- 3.27. The Purchaser/s will be liable to pay maintenance charges immediately after the issuance of Notice of Completion by the Owner/Vendor, irrespective when the purchaser would take actual physical possession of the said unit.
- 3.28. The Owner/Vendor will apply to procure Completion Certificate to the competent authority of Rajarhat Gopalpur Municipality and the Owner/Vendor will obtain the same at its own costs and expenses and a copy of the same will be forwarded to the Purchaser herein in due time.
- 3.29. The lift will only be used for lifting the persons, the same shall not be used for any other purpose.
- 3.30. The top of the roof of the Block will be the common property and the key of the door of the said top roof shall be kept under the custody of the security-in-charge of the concerned block, and on the request of the unit owners the security personnel will open the door of the top roof. The top roof will be handed over to the building Association as per stated herein before by the

Owner/Vendor simultaneously at the time of handing over maintenance and management of the said proposed complex.

- 3.31. The specification of the said unit is fully and particularly described under **Fifth Schedule** hereunder appearing.
- 3.32. The Owner/Vendor as well as the Vendor/Developer herein shall have full right to sale those common covered car parking spaces and/or any quarter/room, open and covered space in the ground floor, of the said Block, which none of purchaser of the said Block intended to purchaser to any outside buyer at whatsoever price the Owner/Vendor herein shall think fit and proper without any objection and interruption from purchaser.

The First Schedule Above Referred to :

(PART – I)

EXISTING LAND OF THE COMPLEX

All That piece and parcel of Revenue Redeemed and free hold **Bastu** land hereditaments admeasuring an area of 87 (Eighty seven) cuttachs .04 (Four) chittacks and 12.36 (twelve point thirty six) Sq.ft. be the same a little more or less comprised in various Dag numbers under various Khatian numbers, detail mentioned hereinbelow lying and situate at **Mouza Village – Gopalpur, J. L. No. 2, R.S. No. 140, Touzi No. 2998** within local limit of **Ward No. 3** of **Rajarhat Gopalpur Municipality** under Police Station – Airport (previously under police station-Rajarhat) P.O. **Rajarhat Gopalpur** Additional District Sub Registrar Bidhannagar, Salt Lake City, District 24 Parganas (North).

<u>C.S Dag</u> <u>No.</u>	<u>R.S.Dag</u> <u>No.</u>	<u>R.S.</u> <u>Khatian No.</u>	<u>L.R.</u> <u>Khatian No.</u>	<u>Municipal Holding No.</u> <u>(Ward No. 5.)</u>	<u>Measurement</u> <u>K- Ch- Sq.Ft</u>
3804	2820	344 &	5916	RGM/M/38/2006-2007	23- 04- 06
3805	2821	545			12- 05- 00

3814	2830	2387 & 2388	5916	AS/08/BL-B/09-10	14- 03- 44.36
3817	2833	2531	5916		03- 12- 00
3805	2821 (P)	545	2713	RGM/3/190/BL-B	01- 07- 00
3811	2827 (P)	Kh.Khatian 2405	5916	RGM/5/53/BL-B	09- 11- 07

3818 (P)	2834 (P)	934	5916	RGM/5/23/BL-B	05- 10- 22
3815 (P)	2831 (P)	2707	5916	RGM/5/27/BL-B	04- 07- 18
3817 (P)	2833 (P)	2020 &	5916		
3804 (P)	2820 (P)	344		RGM/5/203/BL-B	04- 00- 00
3817 (P)	2833 (P)	2020 &	5916		03- 04- 30
3804 (P)	2820 (P)	344			
3804 (P)	2820 (P)	344 &	5916	RGM/5/205/BL-B	04- 00- 00
3817 (P)	2833 (P)	2020			
3804 (P)	2820 (P)	344	6335		01- 02- 20

with provisions for extension and/or amalgamation of the Adjacent plot and/or constructions of additional Blocks in Phase-wise.

(PART – II)

DETAILS OF PHASE IV

All That pieces and parcels of free hold Sali land hereditaments admeasuring an area of 22 (twenty two) Cuttaks 9 (nine) Chittacks and 0 (zero) Sq.ft. be the same a little more or less comprises in Mouza Gopalpur, J.L. No. 2, Re. Su. No. 140, Touzi No. 2998, under Ward No. 5 (previously under Ward No. 3) of Rajarhat Gopalpur Municipality, vide Municipal Holding Nos. RGM-5/23, BI-B, RGM-5/27, BI-B, RGM-5/203, BI-B, RGM-5/205, BI-B, Police Station – Airport, within the jurisdiction of Additional District Sub Registrar

Bidhannagar, Salt Lake City, District North 24 Parganas, under the following Dag and Khatian Nos. :-

<u>Sl. No.</u>	<u>C.S. Plot Dag</u>	<u>C.S. Khatian</u>	<u>R.S. & L.R. Plot Dag</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Area of Land Cu-Chi-Sq.ft.</u>
1.	3818(P)	556	2834(P)	934	5916	05-10-22
2.	3815(P)	176	2831(P)	2707	5916	04-07-18
3.	3817(P) 3804(P)	159 & 894	2833(P)& 2820(P)	2020& 344	5916	04-00-00
4.	3817(P)& 3804(P)	159& 894	2833(P)& 2820(P)	2020& 344	5916	03-04-30
5.	3804(P)& 3817(P)	894 159	2820(P)& 2833(P)	344& 2020	5916	04-00-00
6.	3804(P)	894	2820(P)	344	6335	01-02-20
					Total :	<u>22-09-00</u>

Shown in the site plan annexed herewith as Plan-A and shall be treated as part and parcel of these presents.

The Second Schedule Above Referred to :

(Building/Buildings)

All that two buildings being Block Nos. F&G, named and styled as ‘**Shreshta Garden**’, Phase-IV basement plus ground plus five and / or six storied construction proposed to be constructed on a land measuring 22 (twenty two) Cuttah 9 (nine) Chittack and 0 (zero) Sq.ft. be the same a little more or less in R.S. & L.R. Plot No. 2820, 2833, 2831 and 2834 in L.R. Khatian Nos. 5916 and 6335, under Ward No. 5 of Rajarhat Gopalpur Municipality, vide Municipal Holding Nos. RGM-5/23,BI-B, RGM-5/27,BI-B, RGM-5/203,BI-B, RGM-5/205,BI-B, Police Station- Airport, within the jurisdiction of Additional District Sub Registrar Bidhannagar, Salt Lake City, District North 24-Parganas, morefully and particularly mentioned under First Schedule hereinabove, having provisions for further extension, addition etc. in the form of Block H, I etc. being Phase-V, VI etc. of **Shreshta Garden**.

The Third Schedule Above Referred To

Booked Property :

Part - I :

All that the dwelling **Flat No.** on **Floor**, in **Block**, measuring an area of **sq.ft.** (super built-up)) be the same a little more or less alongwith **one Common covered car parking space of medium size, being Space No. _____ in Ground Floor of Block-F & G**, measuring 80 SFT (built up) be the same a little more or less, delineated with colour ‘RED’ in the plan annexed hereto, together with undivided proportionate and impartible share or interest in the land underneath the said Block-F, fully described in the Second Schedule herein above written, together with right to use the common areas and parts of the said Block in common with other occupiers of the said Block and the common areas and parts, amenities, facilities etc. of the complex, in common with the occupiers of various blocks of the Complex, fully described in the Fourth Schedule hereunder written.

Part - II

The total consideration is **Rs.** **./- (Rupees** **)** out of which **Rs.** **./- (Rupees** **)** only for the dwelling flat and **Rs.** **./- (Rupees** **)** only for common Car Parking Space, plus service tax, as applicable. In addition to consideration as above, amount for extras/deposits as mention in clause 3.5 above shall be payable by the purchaser on or before possession of flat.

The Fourth Schedule Above Referred to :

(Common Portions of Block) :

Part - I

1. Areas :

- i) Roof above the top floor;
- ii) Open and/or covered paths and passages, stairs, lobbies.
- iii) Stair headroom, lift machine room and lift well.
- iv) All walls (save inside wall of any flat or units) and entrance gate.
- v) Toilet in the ground floor.

2. Water and Plumbing :

- i) Water Treatment Plant.
- ii) Overhead water tank.
- iii) Water pipes (save those inside any flat and/or units).
- iv) Fire fighting system.

3. Electrical Installations :

- i) Wiring and accessories for lighting of Common Portions.
- ii) Electrical meter and space thereto.
- iii) Submersible Pump motor, Lift machine, lift well and space required thereto.
- iv) Generator for operating submersible pump motor, lift and lightening of common areas.

4. Drains :

- i) Drains sewerage and pipes .

5. Others :

Other areas and installations and/or equipments as are provided in Block at extra cost for common use and enjoyment.

Part - II :**(Common Portions of the Complex) :**

Portions/Area/Part, meant for use in common by the co-owners of all the Blocks (including upcoming Blocks) of the complex :

1. Area :

- i) Open and/or covered paths, pathways, driveways and passages within the complex and outside any block in the complex.
- ii) Boundary walls and main gates of the complex.
- iii) Air-conditioned community hall in the ground floor of Block B in Phase I.
- v) Air-conditioned Gymnasium, Games room in the Basement floor of Block F & G and JACUZZI on Roof – Top.
- vi) Common toilet/s in ground floor of all the Blocks.
- viii) Children's play Area and Land Scaped, compound area.

2. Water and Plumbing :

- i) Water distribution pipes to different Blocks.
- ii) Deep tubewell.

- iii) Underground water -reservoir.

3. Electrical Installations :

- i) Wiring and accessories for lighting of common portion of the complex.
- ii) Pumps and motors reserved for use for common portion of the complex.
- iii) Generator facilities for common areas.
- iv) Transformers and cables and Equipments/installations for bringing electricity to the complex and space thereto.

4. Drains :

Drains, sewerage, septic tanks and pipes of the complex.

5. Others :

Other areas and installation and/or equipments as are provided in the complex at extra cost for common use and enjoyment of all the co-owners of all the blocks in the complex such as intercom facilities (from flats to security rooms and vice versa) and security service by guards round the clock.

The Fifth Schedule above referred to :

Specification of Construction of the said building /s :

1. Structure :

- R.C.C pile foundation, and
- R.C.C framed structure with brick wall and both side cement plastering.

2. Flooring :

- Drawing and Dining vitrified floor tiles.
- Bed rooms-vitrified floor tiles.
- Common and attached bathroom-ceramic tiles flooring.

- Kitchen-vitrified/ceramic tiles flooring.
3. **Kitchen :**
- Black granite, polished counter top with two ft high dado of ceramic tiles.
 - Steel sink.
 - Exhaust fan point.
 - Water filter point in every kitchen.
4. **Bathroom :**
- Ceramic tiles up to 7' feet height.
 - Hot and cold water in shower.
 - White sanitary ware of Parryware/ Cera or equivalent make.
 - Exhaust fan point.
 - C.P. fittings of Jaguar/Ceramix or equivalent make.
 - White Basin.
5. **Doors :**
- Entrance Door-polished panel type with godrej night latch with Sal frame
Inside the flat hot pressed 32 mm painted and flush door with Sal frame.
6. **Window :**
- Aluminum window with glass.
7. **Internal wall :**
- Plaster of Paris.
8. **Ground Lobby :**
- Marble with granite finish and/or Stone/Tiles finish.
9. **Stair Landing & lift :**
- Vitrified tiles/Ceramic tiles / Marble/Stone finish.

10. Electrical :

- Concealed insulated copper wiring and modular switches.
- Telephone point in Living/Dining and Master Bedroom .
- Geyser point in both bathrooms.
- Filter point in kitchen.
- 3 nos. 15 amp plug points for fridge and other electrical appliances.
- Intercom line from security room to living room in each flat.
- Electric light point in entrance.
- Electric light and fan point in verandah.
- Washing machine point.

The Sixth Schedule Above Referred To :**Common Expenses :****1. Association :**

Establishment and all other capital and operational expenses of the Association.

2. Common Utilities :

All charges and deposits for supply, operation and maintenance of common utilities
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3. Electricity :

All charges for the electricity consumed for the operation of the common
maintenance and equipment.

4. Insurance :

Premium, if insured for common amenities and utilities of the complex, against earth
quake, rain, flood, fire, damage, demurrage, mob violence, civil commotion etc.

5. Litigation :

All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block common portions at the Block Level and/or Complex Common portions at the complex level.

6. Maintenance :

All costs for maintaining, operating, replacing, repairing, white washing, painting, decorating, redecorating, re-building, reconstructing, lighting and renovating the common area and parts of the Block and/or of the complex.

7. Operational :

All expenses for running and operating all machinery equipments and installations comprised in the Block Common Portions at the Block Level and/or complex common portion at the complex level including lift(s), generator(s), EPABX Board, pumps, motors and/or other common devices and/or installations installed in the Block or Complex Level including payment of fees, taxes, licenses etc.

8. Rates and Taxes :

Municipal tax, surcharge, multistoried building tax, water tax and other levies in respect of common areas/utilities/amenities of the block at the block level and/or complex level, at the case may be.

9. Staff :

The salaries of and all other expenses of the staff employed and/or to be employed for the common purpose such as manager, caretaker, clerk, security person, electricians, plumbers, sweepers etc. including amount payable for bonus to such staff and/or other benefits observed to them and the expenses for the same.

The Seventh Schedule Above Referred To :**Covenants regarding management and maintenance of the common portions and the common expenses :**

1. Title and Construction:

1.1. The Purchaser/s has/have understood his right to use the common areas of the said block/complex in common with others and the facilities and amenities provided in the said complex and has agreed to observe, perform and fulfill all the terms and conditions, rules and regulations, as framed or to be framed by the owner/vendor for availing the said facilities in common with other occupiers of the Block/complex as the case may be, and shall not claim exclusive right in respect of any common area of the block/complex in any manner.

2. Transfer and Dismemberment:

2.1. The properties and the rights hereby conveyed to the Purchaser/s for each unit shall be one and shall not be partitioned or dismembered in any manner.

2.2. The purchaser shall not be entitled to transfer unit and/or part with possession of the said unit until and unless the Purchaser/s pay and discharge all his/her/their debts and liabilities to the owners / vendors and / or to the flat owners association upon formation as per West Bengal Apartment Owners Act, 1972 .

2.3. Mutation, taxes and impositions :

2.4. The Purchaser/s shall apply for mutation with the municipal authority and have the said unit separately assessed for the purpose of payment of Municipal rates and taxes. Till such time, mutation separation and assessment of the said unit is not completed, the purchaser shall be responsible/liable to pay the municipal rates and taxes in respect of the said unit to the owner/vendor, at such rate, the municipal authorities imposed upon the owner/vendor, for the said unit/block /complex (proportionately).

3. Upon the mutation of the said unit for the purpose of liability of Municipal rates terms and impositions the Purchaser/s shall pay wholly such tax of or impositions in respect of the said Unit.
 - 3.1. Besides the amount of such Municipal taxes, rates and impositions the Purchaser/s shall bear and pay all other taxes and impositions including multistoried building tax if any water tax etc. in respect of the building/s proportionately and/or the said unit wholly.
 - 3.2. Besides the amount of all such taxes and impositions the Purchaser/s shall also be liable to pay the penalty interest costs charges and expenses for and in respect of all or any of such taxes and/or impositions proportionately or wholly as the case may be.
 - 3.3. The liability of payment by the Purchaser/s of all such taxes and outgoings (including penalties charges costs and expenses) in respect of the said unit will accrue with effect from the 15th day of serving of notice of completion of the said unit issued by the Owner/Vendor or to the Purchaser/s irrespective of when the Purchaser/s take physical possession of the said unit.
 - 3.4. Management and maintenance of the common portions.
 - 3.5. Upon the Purchaser/s fulfilling his/her/their obligation and covenant hereunder the Owner/Vendor shall manage, maintain and control the common parts and do all acts deeds and things as be necessary or expedient for the common purposes and the Purchaser/s shall co-operate the Owner/Vendor therefore and shall pay the Owner/Vendor a sum at such rate, as may be determined by vendor/owner, from time to time, towards common expenses.
4. The Owner/Vendor may frame such rules, regulations and bye laws from time to time for the common purposes and for quiet and peaceful enjoyment of the commercial cum residential building as the Owner/Vendor may consider reasonable but not inconsistent with the provisions contained herein and the Purchaser/s shall

observe and abide by the same and shall not do anything whereby the same may be violated.

5. The Purchaser shall not breach of any of the covenants mentioned in these presents.
6. User of the said unit and common portions.

The Purchaser/s shall do the following :

7. Keep at his/her/their own costs and expenses the said unit and every part thereof and all fixtures and fittings therein properly painted and in good repairs and in a neat and clean condition and as a decent and respectable residential unit.
 - 7.1. Use the said unit and all the common portions carefully peaceably and quietly and in the manner reasonably indicated herein according to the rules that may separately be framed by the Owner/Vendor for the user thereof.
 - 7.2. Use all paths passage and staircase (save those reserved hereunder by the Owner/Vendor) if any for the purpose of egress and ingress and for no other purposes whatsoever.
 - 7.3. Use the said unit for residential purpose and for no other purposes whatsoever unless otherwise expressly mentioned herein or permitted in writing by the Owner/Vendor.
 - 7.4. While using the said unit or any portion thereof or the common portions or otherwise the Purchaser/s shall not do any of the following acts deeds and things :-
 - a) Obstruct the company in its acts relating to the common purposes.
 - b) Violate any of the rules or regulations as laid down herein or that may separately be framed in respect of user of the unit/building/buildings common utilities/amenities of the complex.

- c) Injure harm or damage the common portions or any other units in the building by making any alterations or withdrawing any support or otherwise.
- d) Throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuse within the said unit or in the common portions save at the places indicated therefor.
- e) Place or cause to be placed any article or object in the common portions save as be permitted by the Owner/Vendor in writing.
- f) Carry or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in the said unit or anywhere also in the building/buildings.
- g) Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the building/buildings.
- h) Put or affix any sign board name plate or other things or other similar articles in any of the common portions or outside walls of the building save at the place as expressly permitted by the Owner/Vendor.
- i) Keep or store allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous articles in the said unit or the common portions.
- j) Keep or allow to keep any lunatic or person suffering from any virulent dangerous obnoxious or infectious disease in the said unit, if so at the responsibility of the Purchaser/s herein.
- k) Claim any exclusive right in any common area, utilities/ facilities/ amenities of the block and/or complex.
- l) Alter or draw any wires, cables, pipes etc. from and to or through any of the common parts or other units save in the manner as expressly

mentioned herein or permitted by the Owner/Vendor or the company in writing.

- m) Keep any heavy articles or things as are likely to damage the floor or operate any machine save that be required for usual and quiet residential purposes.
- n) Sub- divide the said unit, servant's quarter and/or parking space if allotted or any portion thereof.
- o) Not to do any act deed or thing to obstruct the construction and completion of the said building and/or upcoming buildings in the complex in any manner whatsoever and notwithstanding any temporary obstruction in the Purchasers' enjoyment of the said unit and/or common area of the said Block/ Complex.
- p) Hung from or attach to the beams or rafters any articles or machinery which are heavy or likely to effect or endanger or damage the construction of the buildings or any part thereof.
- q) Fix install air-conditioners in the said flat, (save and except at the places) which has been provided in the said unit for such installation.
- r) Not to do or cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said unit or any other portion over or below the said unit or adjacent to the said unit or in any manner interfere with the use and rights and enjoyment thereof or of any open spaces, passages or amenities available for common use.
- s) Damage or demolish or cause to be damaged or demolished the said unit or any part thereof at any time or the fittings and fixtures affixed thereto.
- t) Close or permit the closing of verandah or lounges or balconies and lobbies and common parts and/or alter or permit any alterations in the

elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls, or both faces of external doors and windows including grill of the said unit which in the opinion of the Owner/Vendor differs from the colour scheme of the building or deviation which in the opinion of the company may effect the elevation in respect of the exterior walls of the building.

- u) Do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said unit or any part of the building or cause increased premium to be payable in respect thereof, if the building/s is/are insured.
- v) Make in the said unit any structural addition and/or alterations such as in beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing to the Owner/Vendor and with the sanction of Rajarhat Gopalpur Municipality and/or any concerned authority.
- w) Fix or install any antennae on the roof or terrace of the said building or fix any window antenna.
- x) Use the said unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for a purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building/s or to the Owner/Vendor and occupiers of the neighboring premises or for any illegal or immoral purposes or as a boarding house, guest house, club house, nursing home, an amusement or entertainment centre, eating or catering place, dispensary or a meeting place or for any commercial or industrial activity whatsoever and similarly shall not keep in the parking space, if allotted anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca construction thereon or part thereof and shall keep it always open as

before and dwelling or staying of any person or blocking by putting any article shall not be allowed in the car parking space.

- y) Use the allotted car parking space or permit the same to be used for any other purposes whatsoever other than parking of his/her/their own car/cars.
- z) Not to park his/her/their car on the pathways or open spaces of the building and/or buildings or at any other places except the space allotted to it and shall use the pathways as would be decided by the Owner/Vendor.

8. Payments and deposits towards taxes and impositions and the common expenses :-

8.1. The impositions and payments by the Purchaser/s in terms hereof including those mentioned in clauses 3.2 hereinabove shall be made by the Purchaser/s within 7 (seven) days of the Owner/Vendor leaving its bill for the same in the said unit and/or at the above address of the Purchaser/s.

8.2. All amount are to be deposited by the Purchaser/s in pursuance hereof and/or under the unit construction agreement shall be utilized only for the purpose for which the same has been made subject however to the other provisions hereof.

8.3. Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body from time to time, if any, shall be borne by the Purchaser/s herein.

9. It is clarified that out of the payments and impositions mentioned in clause 3.2. herein above in case there be any deficit the Purchaser/s shall pay further amount and in case there be any excess the same shall be refunded to the Purchaser/s and/or adjusted with the future payments payable by the Purchaser/s to the Owner/Vendor.

9.1. In case of default by the Purchaser/s in making any payment or deposit provided herein the Owner/Vendor shall be entitled to with hold all utilities and

facilities to the Purchaser/s and/or the said unit including electricity, water and/or other services to the unit at the time the Purchaser/s continue or remain in default and the Owner/Vendor shall be entitled to demand and realize the amount in respect whereof such default has been committed together with interest thereon @ 1.5% (one point five percent) compoundable monthly.

- 9.2. The Purchaser/s shall not in any manner interfere with or obstruct the aforesaid right of the Owner/Vendor and shall not make any demand for losses or damages in connection therewith.
 - 9.3. Miscellaneous.
 - 9.4. Any delay or indulgence by the Owner/Vendor in enforcing the terms of these presents of any forbearance or giving of time to the Purchaser/s shall not be constructed as waiver of any breach or non compliance nor shall the same in any manner prejudice the rights of the Owner/Vendor.
 - 9.5. It is clarified that whenever any amounts expressly payable by the Purchaser/s hereto the same shall wholly be payable by the Purchaser/s in the same relates only to the said unit and proportionately in case it relates to the building unless otherwise specifically mentioned herein.
10. All amounts becoming due and payable hereunder and the liabilities for the same shall be and remain a charge on the said unit.
 - 10.1. All charges for the electricity consumed in the said unit shall be borne and paid by the Purchaser/s.
 - 10.2. All payments towards Municipal rates and taxes and maintenance charges and otherwise specifically mentioned herein are fixed on the basis of the estimated rates, costs expenses and prices and shall be subject to proportionate escalation in case the said rates, costs, expenses and prices increases from time to time.
 - 10.3. As between the Owner/Vendor of the One Part and the Purchaser/s of the Other Part, the parties shall indemnify and keep each other saved harmless and

indemnified in respect of all losses damages claims demands costs proceedings and actions arising due to any non payment or other default in observance of the terms and conditions hereof by the other party, but provided only that the party claiming indemnification has not failed to discharge and fulfill its obligations hereunder.

10.4. The proportionate share of the Purchaser/s in various matters referred herein shall be such as may be determined by the Owner/Vendor and the Purchaser/s shall be bound to accept the same notwithstanding there being minor variations therein for the sake of convenience.

In Witness Whereof the parties hereunto set and subscribed their respective hands and seals the day, month and year first above written.

Signed Sealed and Delivered

by the above named **Owner/Vendor**

at Kolkata in the presence of :

1.

2.

Signature of the Owner/Vendor.

Signed Sealed and Delivered

by the above named **Purchaser/s** at

at Kolkata in the presence of :

1.

2.

Signature of the Purchaser/s.

This **Agreement for Sale** is
drafted and prepared at our office :

~~For SUBIR KUMAR SEAL & ASSOCIATES~~

Solicitors & Advocates.

High Court Calcutta.

P-106, Bangur Avenue, Block-C,
Ground Floor, Police Station - Lake Town,
Kolkata - 700 055.

Phone : 033-2574-1768.

033-2574-3790.

Mobile : 91-98312-76735.

Email - seal_associates@yahoo.co.in

Web - www.sksandassociates.com

Received on and from the within named **Purchaser/s** by the within named **Owner/Vendor** the within mentioned sum of **Rs.**_____/- (**Rupees** _____) **only** as and by way of earnest money out of the Total Consideration of Rs. /- (**Rupees Only**) of the said Unit as per Memo below :-

Memo of Consideration

<u>Sl. No.</u>	<u>Date</u>	<u>Cheque No.</u>	<u>Bank</u>	<u>Branch</u>	<u>Amount (Rs).</u>
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1.

(Rupees _____) only.

Witnesses :

1.

2.

Signature of the Owner/Vendor.