

heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

AND

MR./MRS. (**PAN** -), wife/son/daughter of by occupation -, by faith-, by Nationality-, residing at, hereinafter referred to as the '**PURCHASER/S**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs executors, administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS the schedule mentioned property alongwith other properties was recorded in the name of one Seth Khem chand in the R.S. Record of Rights who sold a piece and parcel of that property alongwith other properties to his sons namely Seth Sant Das & Seth Ratan Lal by registered Deeds on 20/06/1961 & 28/06/1961 in the following demarcation:

TOUZI NO.	R.S. KHATIAN	R.S. DAG	NATURE	AREA
260 & 261	1097	1751	Sali	01 Acre 12 Decimal
260 & 261	1097	1752	Danga	54 Decimal
260 & 261	1097	1806	Layek Jangal	12 Decimal
260 & 261	1097	1807	Danga	21 Decimal
260 & 261	1097	1808	Danga	06 Decimal
T O T A L		—————→	02 Acre 05 Decimal	

lying and situated in Mouza- Kusumba, J.L. No.50, under P.S. Sonarpur, District-South 24 Parganas.

AND WHEREAS said Seth Khem Chand sold transferred and conveyed the Schedule mentioned property to Seth Sant Das & Seth Ratan Lal by virtue of a Deed of Conveyance dated 28th June, 1961.

AND WHEREAS said Seth Sant Das & Seth Ratan Lal, thereafter, while enjoying their said property sold the same to One Smt. Sulochana Debi alias Sulochana Ahuja, w/o – Pawan Kumar Ahuja vide Registered Deed of Sale bearing No. – 1177/73, dated 22.02.1973 recorded in Book No. – I, Volume No. – 44, Pages from 184 to 196 registered at the office of the Additional Registrar of Assurances, Kolkata in the following demarcation:

TOUZI NO.	R.S. KHATIAN	R.S. DAG	NATURE	AREA
260 & 261	1097	1751	Sali	01 Acre12 Decimal

260 & 261	1097	1752	Danga	54 Decimal
260 & 261	1097	1806	Layek Jangal	12 Decimal
260 & 261	1097	1807	Danga	21 Decimal
260 & 261	1097	1808	Danga	06 Decimal
T O T A L → 02 Acre 05 Decimal				

AND WHEREAS, the aforesaid Smt. Sulochana Debi alias Sulochana Ahuja while enjoying her said property sold another piece and parcel of the said property to **M/S. MULTI PRINT**, represented by its Proprietor Sukumar Singh vide Registered Deed of Sale registered on 23/08/1991 Bearing No. – 13362/91, recorded in Book No. – 1, Volume No. – 124, Pages from 459 to 470 registered at the office of the District Registrar, Alipore, South 24 Parganas, in the following demarcation:

TOUZI NO.	R.S. KHATIAN	R.S. DAG	NATURE	AREA
260 & 261	1097	1751	Sali	00 Cottah 04 Chiitak 10 Sq. ft
260 & 261	1097	1806	Layek Jangal	01 Cottah 08 Chittak 00 Sq. ft
260 & 261	1097	1807	Danga	10 Cottah 06 Chittak 19 Sq. ft
260 & 261	1097	1808	Danga	00 Cottah 06 Chittak 30 Sq. ft
T O T A L → 12 Katha 09 Chittak 14 Sq. ft.				

lying and situated in Mouza- Kusumba, J.L. No.50, under P.S. Sonarpur, District-South 24 Parganas.

AND WHEREAS, the aforesaid Smt. Sulochana Debi alias Sulochana Ahuja while enjoying her said property sold a piece and parcel of the said property to One Subrata Narayan Chowdhury vide Registered Deed of Sale registered on 24/12/1991 Bearing No. – 4877/92, recorded in Book No. – 1, Volume No. – 79, Pages from 434 to 446 registered at the office of the District Registrar, Alipore, South 24 Parganas, in the following demarcation:

TOUZI NO.	R.S. KHATIAN	R.S. DAG	NATURE	AREA
260 & 261	1097	1751	Sali	01 Bigha 08 Cottah 00 Chiitak 14 Sq.ft
260 & 261	1097	1752	Danga	01 Bigha 12 Cottah 01 Chittak 05 Sq.ft

260 & 261	1097	1806	Layek Jangal	00 Bigha 00 Cottah 13 Chittak 15 Sq.ft
260 & 261	1097	1807	Danga	00 Bigha 00 Cottah 03 Chittak 27 Sq.ft
T O T A L —————> 03 Bigha 01 Katha 02 Chittak 16 Sq. ft.				

lying and situated in Mouza- Kusumba, J.L. No.50, under P.S. Sonarpur, District-South 24 Parganas.

AND WHEREAS, thereafter, said Smt. Sulochana Debi alias Sulochana Ahuja while enjoying her said property sold another piece and parcel of the said property to One Debasish Dasgupta vide Registered Deed of Sale registered on 24/12/1991 Being No. – 4878/92, recorded in Book No. – 1, Volume No. – 79, Pages from 447 to 459 registered at the office of the District Registrar, Alipore, South 24 Parganas, in the following demarcation:

TOUZI NO.	R.S. KHATIAN	R.S. DAG	NATURE	AREA
260 & 261	1097	1751, 1807 & 1808	Sali & Danga	02 Bigha 00 Cottah 03 Chittak 35 Sq. ft.

lying and situated in Mouza- Kusumba, J.L. No.50, under P.S. Sonarpur, District-South 24 Parganas.

AND WHEREAS, the aforesaid Subrata Narayan Chowdhury while enjoying his said property sold a piece and parcel of the said property to **DEVELOPMENT FOUNDATION TRUST**, represented by one of its Trustees Sukumar Singh vide Registered Deed of Sale registered on 22/07/1993 Being No. – 10219/93, recorded in Book No. – 1, Volume No. – 190, Pages from 114 to 127 registered at the office of the District Registrar, Alipore, South 24 Parganas, in the following demarcation:

TOUZI NO.	R.S. KHATIAN	R.S. DAG	NATURE	AREA
260 & 261	1097	1751	Sali	00 Bigha 11 Katha 03 Chiitak 23 Sq. ft
260 & 261	1097	1752	Danga	01 Bigha 03 Katha 07 Chittak 23 Sq. ft
T O T A L —————> 01 Bigha 14 Cottah 11 Chittak 01 Sq. ft.				

lying and situated in Mouza- Kusumba, J.L. No.50, under P.S. Sonarpur, District-South 24 Parganas.

AND WHEREAS, the aforesaid Debasish Dasgupta & Subrata Narayan Chowdhury while enjoying their said property sold a piece and parcel of the said property to **DEVELOPMENT FOUNDATION TRUST**, represented by one of its Trustees Sukumar Singh vide Registered Deed of Sale registered on 30/03/1993 Being No. – 4482/93, recorded in Book No. – 1, Volume No. – 87,

Pages from 315 to 329 registered at the office of the District Registrar, Alipore, South 24 Parganas, in the following demarcation:

TOUZI NO.	R.S. KHATIAN	R.S. DAG	NATURE	AREA
260 & 261	1097	1751	Sali	02 Bigha 03 Cottah 08 Chiitak 12 Sq. ft
260 & 261	1097	1807	Danga	00 Bigha 00 Cottah 10 Chittak 12 Sq. ft
260 & 261	1097	1808	Danga	00 Bigha 01 Cottah 03 Chittak 09 Sq. ft
T O T A L —————→ 02 Bigha 05 Cottah 05 Chittak 33 Sq. ft.				

lying and situated in Mouza- Kusumba, J.L. No.50, under P.S. Sonarpur, District-South 24 Parganas.

AND WHEREAS in this way **M/S. MULTI PRINT** and **DEVELOPMENT FOUNDATION TRUST** became the absolute owners of the property measuring more or less 04 Bighas 12 Cottah 10 Chittak 03 Sq. ft. in R.S Dag Nos.1751,1752 1806, 1807, 1808, corresponding to respective L.R. Dag Nos. 1833, 1834, 1892, 1893 & 1894 situate in Mouza- Kusumba, J.L. No.50, appertaining to R.S. Khatian No.1097, corresponding to L.R. Khatian Nos. 2438 & 1717, under P.S. Sonarpur, District-South 24 Parganas by virtue of three aforesaid separate sale deeds from said Smt. Sulochana Debi alias Sulochana Ahuja.

AND WHEREAS the said **M/S. MULTI PRINT** and **DEVELOPMENT FOUNDATION TRUST** being in urgent need of money for bona fide reason sold the landed property measuring more or less 52 Cottah 14 Chittak 44 Sq. ft. out of the aforesaid 04 Bighas 12 Cottah 10 Chittak 03 Sq. ft. (the split up of the land being:-

- a) Land measuring more or less 29 Cottah 07 Chittak 21 Sq. ft. out of 112 decimals of sali land in R.S. Dag No.1751, L.R. Dag No.1833
- b) Land measuring more or less 23 Cottah 07 Chittak 23 Sq. ft. out of 54 decimals of danga land in R.S. Dag No.1752, L.R. Dag No.1834

Under R.S. Khatian No.1097, L.R. Khatian No.1717, 2438 situate and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas to the land Owner herein namely M/S. RAJWADA GROUP, registered at A.D.S.R. - Sonarpur and recorded in Book No. - I, CD Volume No. 5, Pages from 1463 to 1481 **Being No. 01809** for the Year **2012**.

AND WHEREAS the said **M/S. MULTI PRINT** and **DEVELOPMENT FOUNDATION TRUST** being in urgent need of money for bona fide reason sold the landed property measuring more or less 17 Cottah 08 Chittak 25 Sq. ft. out of the aforesaid 04 Bighas 12 Cottah 10 Chittak 03 Sq. ft. (the split up of the land being:-

- a) Land measuring more or less 05 Cottah 03 Chittak 21 Sq. ft. out of 112 decimals of sali land in R.S. Dag No.1751, L.R. Dag No.1833
- b) Land measuring more or less 01 Cottah 08 Chittak out of 12 decimals of danga land in R.S. Dag No.1806, L.R. Dag No.1892
- c) Land measuring more or less 10 Cottah 06 Chittak 19 Sq. ft. out of 21 decimals of danga land in R.S. Dag No.1807, L.R. Dag No.1893
- d) Land measuring more or less 06 Chittak 30 Sq. ft. out of 06 decimals of danga land in R.S. Dag No.1808, L.R. Dag No.1894

Under R.S. Khatian No.1097, L.R. Khatian No.1717, 2438 situate and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas to the land Owner herein namely M/S. RAJWADA GROUP, registered at A.D.S.R. - Sonarpur and recorded in Book No. - I, CD Volume No. 5, Pages from 1445 to 1462 Being No. 01819 for the Year 2012.

AND WHEREAS the said **DEVELOPMENT FOUNDATION TRUST** being in urgent need of money for bona fide reason sold the landed property measuring more or less 05 Cottah 02 Chittak 24 Sq. ft. in R.S. Dag Nos.1751 corresponding to L.R. Dag No. 1833, situate in Mouza- Kusumba, J.L. No.50, appertaining to R.S. Khatian No.1097, corresponding to L.R. Khatian No. 2438, under P.S. Sonarpur, Ward No.7, Rajpur Sonarpur Municipality, District-South 24 Parganas to the land Owner herein namely M/S. RAJWADA GROUP, registered at D.S.R. IV, Alipore, and recorded in Book No. 1, C.D. Volume No. 15, Pages from 2170 to 2184 Being No.02734 for the Year 2014.

AND WHEREAS M/S. RAJWADA GROUP, herein, in this way, seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of the aforesaid purchased land hereditament and premises containing by estimation an area more or less **75 Cottah 10 Chittak 03 Sq. ft.** (52 Cottah 14 Chittak 44 Sq. ft. + 17 Cottah 08 Chittak 25 Sq. ft. + 05 Cottah 02 Chittak 24 Sq. ft.) situated and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas.

AND WHEREAS thereafter, M/S. RAJWADA GROUP, divided the whole property into two Plots namely Plot – I which is fully and particularly described and mentioned in FIRST SCHEDULE and Plot – II which is fully and particularly described and mentioned in SECOND SCHEDULE respectively having an area

of **17 Cottah 08 Chittak 25 Sq. ft.** and **58 Cottah 01 Chittak 23 Sq. ft.** and mutated its name in the records of the Rajpur Sonarpur Municipality vide Municipal Holding No. – 1491 for said Plot – I and 1492 for Plot – II and also mutated its name in the records of the B.L. & L. R.O., Sonarpur, in respect of the said land measuring more or less **75 Cottah 10 Chittak 03 Sq. ft.** vide L.R. Khatian No. –3849 (previously 1717, 2438), and also converted the nature of the said land to Housing Complex (Bastu) hereinafter referred to as the “**Said Property**”.

AND WHEREAS the Owner herein became desirous of constructing a multi-storied building on the said land containing by estimation an area more or less **75 Cottah 10 Chittak 03 Sq. ft.** but due to insufficient fund, it entered into an Agreement for Development with **M/S. RAJWADA DEVELOPER** dated 6th July, 2015 which was registered before the office of the D.S.R. IV, South 24 Parganas and recorded in its Book No. 01, Volume No. 1604-2015, Pages from 33887 to 33941, being No. 160405301 for the year 2015 with the Developer for construction of the said multi-storied building on the said land at the cost of the Developer herein under certain terms and conditions contained therein.

AND WHEREAS in accordance with the above mentioned Development Agreement the **OWNERS** herein also executed a Development Power of Attorney in favour of the above named Developer ‘**M/S. RAJWADA DEVELOPER**’ dated 29th July, 2015 which was registered before the office of the D.S.R. IV, South 24 Parganas and recorded in its Book No. I, Volume No. 1604-2015, Pages from 44779 to 44810, Being No. 160405801 for the year 2015.

AND WHEREAS in pursuance of the aforesaid Development Agreement said **M/S. RAJWADA DEVELOPER**, the Developer herein, made a building plan of G+4 storied building having Six towers or Block, consisting of several self-contained flats, car parking space and the same has been duly sanctioned by the Rajpur-Sonarpur Municipality vide **sanction plan No. 828/CB/07/77** dated **30/09/2015** for Plot-I (Area: 17 Cottah 08 Chittacks 25 Sq. ft.) and one tower of G+4 storied building **127/REV/CB/07/50** dated **24/8/2016** for Plot – II (58 Cottah 01 Chittack 23 Sq. Ft.) on the said land as mentioned in the Third & First Schedule respectively hereunder written.

AND WHEREAS by an Indenture of Mortgage dated the 30th day of June, 2017, and registered in the office of the Additional Registrar of Assurances – I at Kolkata in its Book No. I, Volume No.- 1901-2017, pages from 131447 to 131513, Being No. 190104053, the Vendor/Owner herein referred to as the Mortgagor of the One Part therein, and the Developer herein referred to as the Borrower of the Second Part therein mortgaged the property morefully described in the **Schedule-I** of the said Mortgage Deed dated the 30th day of June in favour of Edelweiss Retail Finance Limited, a Retail Finance Company,

incorporated under the provisions of the Companies Act, 1956, having its registered office at 3A, Upper Wood Street, Savitri Tower , 2nd Floor, Post Office – Par Street, Police Station- Shakespear Sarani, Kolkata, West Bengal – 700017, and the said M/s. Rajwada Developer as the Borrower therein and the Developer herein has accepted Rs. 100,000,000/- (Rupees Ten Crore) only from the said Edelweiss Retail Finance Limited, the Mortgagee/ Lender therein, hereinafter referred to as the “**Said Mortgage Loan**”.

AND WHEREAS as per plan the Developer has started the constructional work of the G+4 storied building in several Blocks consisting flats, garages/car parking spaces, hereinafter referred to as the “**Said Housing Complex**” as per the sanctioned Plans abovementioned.

AND WHEREAS in terms of the said Development Agreement and Development Power of Attorney the Developer have right/authority to enter into any agreement for sale of the flats/car parking, with the intending Purchaser or Purchasers from its allocation and receive advance/earnest money therefrom.

AND WHEREAS being aware of the declaration of the Owners/Vendors and the developer, the Purchaser/s herein with a view to acquire a Flat and Car parking space in the said Housing Complex, have taken inspection of the title deeds, sanctioned building plan and all other relevant papers and documents of the said landed property as mentioned in the First Schedule hereunder written and being satisfied with the same.

AND WHEREAS the Developer has registered the said Housing Complex named and styled as “**RAJWADA LAKE BLISS**” under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at on under registration No.

AND WHEREAS upon satisfied with the right, title and interest in course of such progress of constructional work, the Purchaser/s herein proposed to purchase a self contained flat, being **Flat No. “.....”** having carpet area measuring **Sq. ft.** be the same a little more or less on the **floor** at the side together with **Car parking space** measuring an area of **Sq. ft.** more or less on the Ground floor of the said **G+4** storied Buildings in **Block No.** of the Housing Complex named and styled as “**RAJWADA LAKE BLISS**” together with undivided and impartible proportionate share in the land underneath of the said Housing Complex morefully described in the **Third Schedule** hereunder written at a fixed total price or consideration money of **Rs./- (Rupees)** only, hereinafter referred to as the “**Said Flat and Car Parking Space**” more fully and particularly described in the **Third Schedule** hereunder written, and the Owners/Vendors and the Developer/Confirming Party herein agreed to sell the said **Third Schedule** mentioned Flat at the said consideration, being the highest market price.

AND WHEREAS the Purchaser/s herein, hereby mutually agrees upon that Supplementary Agreements, entered into amicably by the Owner **M/S. RAJWADA GROUP** and the Developer **M/S. RAJWADA DEVELOPER** as and when required in respect with any issue arises in future in pursuance with the development and transfer process, shall be signed by him as a Confirming Party.

NOW THIS DEED WITNESSETH AS UNDER:

1. That the Developer is constructing Six Towers of G+4 storied building consisting of several residential flats of different area and size and also car parking space in the ground floor as per said sanctioned Building Plan as well as annexed specification of the demised land more fully described in the First Schedule hereunder written.

a) That the Purchasers agrees to pay the Developer the sum of **Rs./- (Rupees)** only, as the full consideration money of the residential flat being **Flat No. "....."** having carpet area measuring **..... Sq. ft.** be the same a little more or less on the **..... floor** at the **.....** side together with **..... Car parking space** measuring an area of **..... Sq. ft.** more or less on the Ground floor of the said **G+4** storied in Block-**.....** of the Housing Complex named and styled as "**RAJWADA LAKE BLISS**", to be allotted to him by the Owners/Vendors and the Developer and the break up and description of the said consideration money is given hereunder below:

Block/Building/Tower No. _____	Rate of Apartment per Sq. Ft. Rs. _____ /-	Rs. _____ /-
Apartment No. _____		
Type _____		
Floor _____		
Price of Garage/ Covered Parking space		Rs. _____ /-
Price of balcony or verandah		Rs. _____ /-
Price of proportionate common areas		Rs. _____ /-
Total Price Rupees _____		Rs. _____ /-

b) That the Owners/Vendors and the Developer agrees to accept and the Purchasers agrees to pay the installment payable for possession against the Said Flat and Car Parking Space.

2. Total consideration price of the said construction **Flat No.** having carpet area measuring **..... Sq. ft.** be the same a little more or less on the **.... floor** at the **.....** side together with **..... Car parking space** measuring more or less **..... Sq. ft.** on the Ground floor is **Rs./- (Rupees)** only keeping in view the condition that the final consideration of the property will still be determined on the final measurement of the constructed flat calculating on the basis of present rate applied per Sq. ft. and aforesaid

consideration sum shall be payable by the Purchasers herein to the Developer/Confirming Party in the manner following:-

NO.	PAYMENT DESCRIPTION	Flat & parking
A	AT THE TIME OF BOOKING/-
B	AT THE TIME OF AGREEMENT/-
C	PILLING/-
D	FOUNDATION/-
E	GROUND FLOOR/-
F	1 ST FLOOR CASTING/-
G	2 ND FLOOR CASTING/-
H	3 RD FLOOR CASTING/-
I	4 TH FLOOR CASTING/-
J	BRICK WORK/-
K	POSSESSION/-

Total Rs./-

(Rupees only)

It is hereby recorded the payments towards the installment in the above set time Schedule shall be made by the Purchaser to the Developer on the relating notice being served by the Developer to the Purchaser within the time stipulated in Clause No.2.

3. That the time shall be deemed to be essence of the contract in respect of all payments with completion of slots of respective work schedule in Clause No. 2 hereof by the Purchaser/s to the Developer and on failure of payments of any of the said installment within the time frame mentioned against each installment in Clause No. 2 aforesaid within 15 days from the date notice served by the Developer to the Purchasers and the Purchasers shall get a 15 days grace period after the aforesaid time period of his payment and if the Purchasers fails to pay his installment then the Purchasers shall pay interest to be calculated from the expiry of the said stipulated period at the rate of 2% (two percent) per month for the delayed period and if the arrear installments question together with the interest accrued thereon is not paid within the next one month counted from expiry of the said stipulated period, this agreement shall without any further reference to the Purchasers stand cancelled and the Developer thereupon be at liberty to allot the Said Flat & Car parking space to another Party of their choice and shall made refund to the

- Purchasers the advance money as aforesaid after deducting the sum of 10% of total consideration money within a period of one hundred and eighty days from the expiry of the said stipulated period and the Purchasers shall be debarred from putting in any claim whatsoever in future in regard to the said agreement thus stood cancelled under this Clause. The possession of the Said Flat and Car Parking Space would be handed over in the month of**2022**. Further there will be a grace period of 9 months. It is to be noted that block-wise possession will be given to the Purchaser/s on the basis of further development at different phases.
4. That the Developer shall complete the entire construction accordingly to the Plan sanctioned by the Rajpur-Sonarpur Municipality with First Class building materials, fixtures and fittings shall complete the construction in all minutes details for peaceful and habitable condition of the Said Flat and Car Parking Space allotted to the Purchasers and ensuring all times, flow of water and electricity to the Said Flat and Car Parking Space by installation of electric pump and motor, underground water reservoirs, overhead water tank, electric and other fitting fixtures and other equipments and installations and service room making necessary drains and sewerage for healthy staying and arrangements for protection erecting necessary boundary walls of entire holding and fixing iron gates thereon on entry security of the inmates of the Said Building and on completion of the construction the Vendors shall give possession thereof to the rightful occupiers of the demised land and building thereon.
 5. That the Developer subject to reasons beyond its control as outlines in the doctrine of 'Force Majure' shall complete the construction of the Said Flat and Car Parking Space within, **2022** and thereafter the Purchasers desires to complete registration of the Said Flat and Car Parking Space together with the undivided share and interest of the demised land the Developer shall arrange for completion of such registration in favour of the Purchasers subject to complete payments being made by the Purchasers to the Vendors in accordance with Clause No. 2 hereof and paying stamp duty and all legal and incidental costs towards the said registration. If the Purchasers delay the registration for more than 6 months from the serving of notice the Developer will not be liable for registration any more.
 6. That any addition to or alteration or any extra work beyond specification of the Flat & Car parking space under construction is wanted by the Purchasers the same shall be carried out by the Developer only if the same comes within the feasibility and permissibility of the sanctioned

Plan and the Building Rules and within the structural limitations and only against payment of additional charges therefore as shall be mutually agreed upon by and between the Parties. The Purchasers shall have to pay the cost in advance if any extra works are done in the Said Flat & Car Parking Space beyond the annexed specification. No work by any person of the Purchasers is to be allowed before possession.

7. That the Purchasers shall pay the expenses incurred towards obtaining the electric meter for the Said Flat & Car Parking Space and also the taxes and maintenance proportionately with other Purchasers of the flats / Car parking space in the construction for common purpose. The Purchasers shall have to pay a sum of **Rs./-** only for the purpose of electric meter, transformer and generator expenses.
8. That the Purchasers shall have to pay bear the entire cost and other legal charges for the registration of the Said Flat & Car Parking Space in due time to be calculated on super built up area. The registration is to be solely done by the lawyers of the Developer and a charge of **Rs. /-** only (**excluding Government Registration Fees and Stamp Duty**) is to be paid by the Purchasers for the same.
9. That the Purchasers' share in the land shall always be undivided and he will not be given any specific exclusive right in the land of the common area and facilities as per West Bengal Apartment Ownership Act and the undivided share and interest of the demised land hereby agreed to be held by the Purchasers with heritable and transferable rights along with the Said Flat & Car Parking Space and being constructed for them subject however to the terms and conditions to be incorporated in the Deed of Declaration as per aforesaid Act.
11. That the Purchaser/s and other owners of the other Flats/Car parking space in the Said Building shall use their respective flats only for residential purpose, car parking space for parking car.
12. That the save as the Said Flat And Car Parking Space and properties proportionate land and save herein more fully contained the Purchaser/s shall have no right title or interest in any other flat/car parking space and open land of the Said Building excepting the using right of the roof along with other co-purchasers.
13. The mode of payment shall depend upon the measurement of the Said Flat And Car Parking Space which shall be calculated as per total covered area plus proportionate stair lobby (plus 30% super built up area) and such 30% super built up area is being calculated as because the Purchasers shall enjoy the common rights of Lift, Gymnasium, Children Park, Swimming Pool, Games Room, Community Hall, CCTV,

Intercom, Indoor Games, Water Filtration Plant, Power Backup room in the Said Building/Project to be made at the cost of the Developer.

14. That after delivery of the proposed flat to the Purchasers, by the Developer, the Purchaser/s shall bear the common expenses such maintenance of the building plumbing, sweeper, security and fuel charges etc., proportionately with other Co-owners of the building @ **Rs. 2/-** per Sq. ft. to the Developer till the formation of the Ownership Association Starting from the date of intimation of possession and registration of Deed of conveyance of the said flat whichever is earlier. The developer will collect maintenance for the first year at the time of intimation of possession & cause the maintenance for that period.
15. That the Purchaser/s shall pay all taxes, land revenue and outgoings in respect of the Said Flat And Car Parking Space from the date of intimation of possession and registration of the Deed of Conveyance whichever is earlier with other flat owners proportionately, to the said Developer till the formation of the Flat Ownership Associations.
16. That if the Developer fails to complete the building as per annexed specification marked '**Annexure- X**' to the Agreement for sale, the Purchasers shall have right either to bring suit against the Developer on Specific Performance of Contract Act or claim damages and compensation for the same.
17. That the Purchasers has gone through the title Deed of Property together with all other papers of this Property and after being satisfied with the title of the Property the Purchasers have agreed to enter into this Agreement for Sale with the Developer.
18. That the Purchaser/s shall have to pay the maintenance of the Said Building with other flat owners proportionately. In no circumstances the Purchasers shall not change by addition or alteration of the construction of the Said Building from the date of possession thereof.
19. From the date of possession the Purchaser/s have to pay the electric charges consumed by them on the basis of per unit commercial rate of Govt. till the transformers and personal meter arrives. The Developer can just apply for the transformer and the time in getting it is not to be construed to be any delay. The individual Meter will be applied by Developer's electrician but the security deposit has to be borne by the Purchasers.
20. At the time of delivery of possession every fittings and flats is to be thoroughly checked by the consumer since after possession if any fittings is broken or any plumbing, damages is done the Developer will not attend such complaints else any civil or major fault is visible.

21. If the Developer in future purchases the land adjacent to the First and Second Schedule land and amalgamate the same for construction of another phase or block and for such construction the common entrance road is to be used for free access to the Phase/Block in that event the Purchasers shall have no right to claim or demand whatsoever and if the Purchasers and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law and possession will be given for the Said Flat And Car Parking Space of Block-.... in Holding No. i.e. Plot- but Completion Certificate will be provided after completion of the entire Housing Project.
22. The Developer/Confirming Party is developing the First and Second Schedule mentioned property and the possession of the Units alongwith all the basic amenities shall be handed over the within 2022. The parties hereby agrees that the Developer shall continue the construction without creating any nuisance to the purchaser/s and the Purchaser/s also agrees that they shall not create any hindrances and/or any objection in the said construction work.
23. It is hereby agreed by and between the parties herein that the Developer will hand over the possession of the said Flat & Car parking space within the time above mentioned, photo copy of the Completion Certificate of the said Building Project will be delivered to the Purchasers herein in due course of time after taking the same from the competent authority of the Rajpur-Sonarpur Municipality.
24. The Developer is keeping the right for installation of any Dish antenna (Except mobile tower) on the roof of the building at a limited place.
26. Outside grille is a part of elevation and hence if any Purchaser/s wishes to put any grille then he should do it through Developer only to keep it symmetric with others and nobody is allowed to put of box grille without being mutually discussed and if it does not have any effect on the elevation. The colour of grille should also be symmetric.
27. If any Purchaser/s damage the outside plaster or colour during his own work then they should take initiative to repair the same.
28. The Demand letter at different stage will be send to the Purchasers through email which will also be considered as official Demand letter.
29. GST and all other taxes if applicable will be charged extra as per Govt. rules and regulation.
30. The Purchaser/s, if it is necessary for any relevant purpose, shall sign as the Confirming Party in the Supplementary Agreement by and between the Owner and Developer.
31. That it is hereby agreed by and between the parties herein that the Developer will obtain NOC and the Release Letter from the mortgagee

against the Said Flat before the execution of Deed of Conveyance and the Purchaser/s shall not be liable for the said Mortgage Loan.

32. That the Purchaser/s herein also agrees to pay a flat % of the total consideration amount of the Said Flat & Car parking space for cancellation of this instant agreement for sale to the Developer herein and same will be deducted/adjusted from the earnest money advanced / paid to the Developer herein and balance amount of the earnest money if any will be paid to the purchaser/s herein within a period of one hundred and eighty days from the date of cancellation of this Agreement For Sale. The Purchasers and anybody claiming otherwise through or under him/her that shall be null and void and inoperative before all courts of law.
33. That both the parties herein shall strictly abide by the terms and conditions of this instant Agreement for Sale.

Arbitration: Any dispute or differences which may arise between the parties herein with regard to the Construction many and effect of this deed or any part thereof shall be referred to any two arbitrators each to be engaged or appointed by such party and their decision shall be binding upon both the parties herein. This clause shall be deemed to be a submission within the meaning of the Arbitration Act, 1996, including its statutory modifications and re-enactment.

THE FIRST SCHEDULE REFERRED TO ABOVE
(DESCRIPTION OF THE LAND AND PREMISES OF PLOT - I)

ALL THAT piece and parcel of land measuring 17 Cottah 08 Chittak 25 Sq. ft. (the split up of the land being:-

- a) Land measuring more or less 05 Cottah 03 Chittak 21 Sq. ft. out of 112 decimals of Housing Complex (Bastu) land in R.S. Dag No.1751, L.R. Dag No.1833.
- b) Land measuring more or less 01 Cottah 08 Chittak out of 12 decimals of Housing Complex (Bastu) land in R.S. Dag No.1806, L.R. Dag No.1892.
- c) Land measuring more or less 10 Cottah 06 Chittak 19 Sq. ft. out of 21 decimals of Housing Complex (Bastu) land in R.S. Dag No.1807, L.R. Dag No.1893.
- d) Land measuring more or less 06 Chittak 30 Sq. ft. out of 6 decimals of Housing Complex (Bastu) land in R.S. Dag No. 1808, L.R. Dag No. 1894).

Under R.S. Khatian No.1097, L.R. Khatian No. -3849 (previously 1717, 2438) situated and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, within Municipal Holding No. 1491, Sonarpur Station Road, under Rajpur Sonarpur Municipality, P.S. Sonarpur, Dist- South 24 Parganas, Kolkata-700150.

THE SECOND SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE LAND AND PREMISES OF PLOT - II)

ALL THAT piece or parcel of Housing Complex (Bastu) land measuring **58 Cottah 01 Chittak 23 Sq. ft.** (the split up of the land being):-

- a) Land measuring more or less 34 Cottah 10 Chittak out of 112 decimals of Housing Complex (Bastu) land in R.S. Dag No.1751, L.R. Dag No.1833.
- b) Land measuring more or less 23 Cottah 07 Chittak 23 Sq. ft. out of 54 decimals of Housing Complex (Bastu) land in R.S. Dag No.1752, L.R. Dag No.1834.

Under R.S. Khatian No. 1097, L.R. Khatian No. -3849 (previously 1717, 2438) situated and lying at Mouza- Kusumba, J.L. No.50, Ward No.7, within Municipal Holding No. 1492, Sonarpur Station Road, under Rajpur Sonarpur Municipality, under P.S. Sonarpur, Dist- South 24 Parganas, Kolkata – 700150, being Butted and Bounded as follows :-

On the North	:	Dag No.1753 & 1751 ft. wide road;
On the South	:	Dag No.1807 & 1808 (part);
On the East	:	Dag No. 1775 & 1774;
On the West	:	Dag No.1749, 1750.

THE THIRD SCHEDULE REFERRED TO ABOVE
(DESCRIPTION OF THE FLAT TO BE SOLD)

ALL THAT Flat No. having carpet area measuring **Sq. ft.** being Super built-up area Sq. Ft. be the same a little more or less on the side of the **Floor** of the said G+4 storied building consisting of Bed rooms, ... Dining/Drawing room, Kitchen, W.C., Toilet, Verandah, together with **one** **car Parking Space in Block -** in **Plot- 1/2** of the Housing Complex named and styled as “**ROYAL LAKE BLISS**” also together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical Installation mentioned in the Fourth Schedule hereunder written and the Flat & car parking space is being erected as Building **sanction plan no.** dated sanctioned by the Rajpur-Sonarpur Municipality, Ward No. 7, Municipal Holding No., District South 24-Parganas morefully described in the **First / Second Schedule** herein above.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON RIGHTS AND SERVICES)

Vacant roof, land open space in the Ground floor excluding garage space, electrical common fittings and fixtures wiring electric motor and pump, water pipe lines, stair, main gate and entrance, boundary walls, electric meter space, common electric meter, Swimming pool, Children’s Park, Games Room, Gymnasium, Community Hall, Intercom Connectivity, C.C.T.V., Power backup,

water reservoir, overhead water tank others common facilities of the Housing Complex of the said Premises.

IN WITNESS WHEREOF the parties hereto put their respective hands and seal this indenture here at Kolkata on the day, month and year first above written.

WITNESSES :

1.

2.

SIGNATURE OF THE VENDOR

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER/S

MEMO OF CONSIDERATION

Received of and from the within named Purchasers the within mentioned sum of **Rs./- (Rupees)** only out of total consideration price of **Rs./- (Rupees)** only as part payment/earnest money for proposed sale of the flat and car parking space on the said premises & GST of **Rs./- (Rupees)** only as per memo below:

Chq No.	Date	Bank	Flat Amt.	GST	chq amt.
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WITNESSES

1.

2.

SIGNATURE OF THE DEVELOPER/VENDOR
Drafted by me**Printed by me**

ANNEXURE- "X"**SCHEDULE OF WORK****SPECIFICATION OF THE BUILDING CONSTRUCTION****All Civil Work as per I.S.I. standard.**

1. Vitrified tiles in entire flat of reputed make.
2. Main door of steel and steel frame or wooden / flush door with wooden door frame.
3. All other rooms would be fitted with Flush Door and toilets with any of P.V.C. doors or flush doors.
4. Aluminum sliding windows with clean glass panes of 4mm.
5. Wall putty in inside walls.
6. Glazed tiles up to 6ft height in toilet & W.C. wall & 2'ft height in kitchen on granite kitchen platform.
7. Concealed Electrical wiring with ISI marked copper wires, two light point and fan, plug point one each in Bed room, drawing/dining room, 15 A plug point in Drawing /Dinning and toilet. AC power Intel in one bedroom, TV and telephone power Intel's in living area. 15 Amp. plug point in Kitchen.
8. Concealed water supply line with U.P.V.C. pipes.
9. Sanitary fittings of reputed make. CP bath fittings of reputed make.
10. Geyser outlet and connection in one bathroom.
11. Stainless steel Sink in kitchen.
12. Granite kitchen platform in kitchen.
13. Water proofing cement of weather coat paint (snowcem) on outside walls.
14. Verandah railing up to window seal height.
15. Generator connection to common area & 400 watts to each flat.
16. Wall thickness of 200mm. for exterior or outside walls, 75mm. and 125mm. for interior or internal walls.
17. CCTV in common areas and intercom facility.
18. Balcony colors will be uniform at every apartment.
19. Window grills have to be of same design which should be purchased only from developers.

It is noted that if any extra work is done as per the desire of the Purchaser then for such extra work the Purchaser shall pay the necessary charges to the vendor/Attorney in advance and for this possession date may get extended and if any changes are possible to get done then developer will not be responsible for it.