

**CONVEYANCE  
BY AND BETWEEN**

**(1) SMT. PRANATI ROY** (PAN AFWPR7201M) widow of late Bimal Roy  
**(2) SRI TIRTHANKAR ROY** (PAN AHKPR2759L) & **(3) SRI SUBHANKAR ROY** (PAN AWXPR5036J), both are sons of late Bimal Roy, all are by faith Hindu, by Nationality Indian, by occupation business, all are residing at 17/13, Ghanashyam Banerjee Road, (Patna Thakurtala), P.O. & P.S. Nimta, Kolkata-700049, District North 24 Parganas all vendors represented by their constituted attorney any two out of **(1) SRI KRISHNENDU BASU**, (PAN AGZPB7535Q) son of late Rathindra Chandra Basu, by caste Hindu, by occupation business, residing at Flat No. A-2, 2<sup>nd</sup> floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas, **(2) SMT. SUMITRA BASU** (PAN AJKPB0847K) wife of Sri Krishnendu Basu, by religion Hindu, by Nationality Indian, by occupation business residing at Flat No. A-2, 2<sup>nd</sup> floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata - 700 056, District North 24 Parganas and its sub partner of this project only **(3) SRI GAUTAM KAR** (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas vide registered Development Power of Attorney dated 25<sup>th</sup> January 2017 and registered at the Office of the Additional District Sub-Registrar, Belghoria, North 24 Parganas and recorded in Book No. I, Volume No. 1526-2017, Pages 5918 to 5941, Being No. 152600192 for the year 2017 hereinafter collectively called the **"VENDORS/LANDOWNERS"** (which expression or term shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**

**AND**

**M/S. EN-SUIT REALTORS**, (PAN AADFE2088B) a partnership firm constituted under Indian Partnership Act, 1932, having its office at 27, B. N. Ghosal Road, Belghoria, Kolkata-700056 being represented by its any two partners namely **(1) SRI KRISHNENDU BASU**, (PAN AGZPB7535Q), (AADHAAR NO. ....), son of late Rathindra Chandra Basu, by caste Hindu, by occupation business, residing at Flat No. A-2, 2<sup>nd</sup> floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas, **(2) SMT. SUMITRA BASU** (PAN AJKPB0847K), (AADHAAR NO. ....), wife of Sri Krishnendu Basu, by religion Hindu, by Nationality Indian, by occupation business residing at Flat No. A-2, 2<sup>nd</sup> floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata - 700 056, District North 24 Parganas and its sub partner of this project only **(3) SRI GAUTAM KAR** (PAN

AMUPK9834E), (AADHAAR NO 9795 0636 3455), son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **SECOND PART**

**AND**

**MR./MS.**\_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_ residing at \_\_\_\_\_ (PAN \_\_\_\_\_) hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Landowner, Promoter and Allottee shall hereinafter collectively be referred to as the Parties" and individually as a "Party"

**DEFINITIONS:**

For the purpose of this Agreement for Sale, unless the context otherwise requires,-

**a)"Act"** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);

**b)"Rules"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

**c)"Regulations"** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

**d)"Section"** means a section of the Act.

A. The landowners herein are the absolute and lawful owner of **ALL THAT** piece and parcel of land measuring an area of **02 (two) bighas 10 (ten) cottahs 06 (six) chhattack 19 (nineteen) square feet** be the same a little more or less together with G+ Four storied building in five blocks standing thereon appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag Nos. 92,93, 95,96,97,98,99,100 & 101, R.S. Khatian Nos. 613,658,1382,1397,2046,2047,2244 & 2245, Hal Khatian Nos. 2575,2576,2654 & 2655, lying and situated at Holding No. 162(533/1), Ghanashyam Banerjee Road, under North Dum Dum Municipality, Ward No.

6, P.S. Nimta, District North 24 Parganas (said land) vide sale deed & other details fully mentioned in clause "I" hereunder written

B. The Said Land is earmarked for the purpose of building a [commercial/ residential/ any other purpose] project comprising multistoried apartment buildings and [insert any other components of the Projects and the said project shall be known as "**PLEZERS**" ("Project")]:

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

D, The **North Dum Dum Municipality** has granted the commencement certificate to develop the project vide approval dated bearing registration no.....;

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the building, from **North Dum Dum Municipality**. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no.....

G. The Allottee had applied for an apartment in the Project vide application no..... dated..... square feet, on..... floor in the building known as .....("Building") along with garage/covered parking no..... admeasuring \_\_\_\_\_square feet in the\_\_\_\_ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in **Schedule A** and the floor plan or the apartment is annexed hereto and marked as **Schedule B**);

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:

**I. ADDITIONAL DISCLOSURES/DETAILS:**

**WHEREAS** by a bengali deed of Kobala dated 06<sup>th</sup> August 1993 and made between the Sri Rabindra Nath Ghosh son of later Panchu Ghosh @ Panchanan Ghosh of Patna, Uttar Nimta, Kolkata-700049 therein referred to as the vendor of the one part and Sri Bimal Roy son of late Abinash Chandra Roy of G.B. Road, Kolkata-700049 therein referred to as the purchaser of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 4613 for the year 1993 wherein the said Sri Rabindra Nath Ghosh sold, transferred and conveyed his right, title and interest of all that land measuring an area of 6 (six) cottahs 9 (nine) chhattacks 3 (three) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 96, R.S. Khatian No. 1382, under North Dum Dum Municipality, lying and situated at Holding No. 96, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas unto and in favour of the said Sri Bimal Roy

**AND WHEREAS** by another bengali deed of Kobala dated 02<sup>nd</sup> February 1998 and made between the said Sri Rabindra Nath Ghosh son of later Panchu Ghosh @ Panchanan Ghosh of Patna, Uttar Nimta, Kolkata-700049 therein referred to as the vendor of the one part and Sri Bimal Roy son of late Abinash Chandra Roy of G.B. Road, Kolkata-700049 therein referred to as the purchaser of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 526 for the year 1998 wherein the said Sri Rabindra Nath Ghosh sold, transferred and conveyed his right, title and interest of all that land measuring an area of 7 (seven) cottahs 12 (twelve) chhattacks 37 (thirty seven) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 99, R.S. Khatian No. 1382, under North Dum Dum Municipality, lying and situated at Holding No. 12, P.S. Nimta, District North 24 Parganas unto and in favour of the said Sri Bimal Roy

**AND WHEREAS** by way of aforesaid two bengali deed of kobala the said Sri Bimal Roy absolutely seized and possessed as absolute owner of all that land measuring an area of 14 (fourteen) cottahs 5 (five) chhattacks 40 (forty) square feet be the same a little more or less and duly mutated his name before the concerned B.L. & L.R.O. as well as North Dum Dum Municipality and presently the said property has been reassessed and

renumbered appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag Nos. 96 & 99, R.S. Khatian No. 1382, Hal Khatian No. 2575, lying and situated at Holding Nos. 10(3) & BH 4(8/1/13), Ghanashyam Banerjee Road, under North Dum Dum Municipality, Ward No. 6, P.S. Nimta, District North 24 Parganas

**AND WHEREAS** by a bengali deed of Kobala dated 02<sup>nd</sup> May 1990 and made between the said Sri Shambhu Nath Ghosh, Sri Ashok Kumar Ghosh, Sri Rabindra Nath Ghosh, Sri Prasanta Kumar Ghosh@ Sri Dhruba Kumar Ghosh, Sri Deb Kumar Ghosh @ Sri Deba Prasad Ghosh, Smt. Chaina Ghosh and Smt. Sudha Ghosh(Saha) therein jointly referred to as the vendors of the one part and Smt. Pranati Roy the land owner no. 1 herein and therein referred to as the purchaser of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 2241 for the year 1990 wherein the said Sri Shambhu Nath Ghosh & others sold, transferred and conveyed their right, title and interest of all that land measuring an area of 1 (one) cottah 14 (fourteen) chhattacks 31 (thirty one) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 95, Sabek Khatian No. 1435, R.S. Khatian No. 2244/2245 & all that land measuring an area of 0 (zero) cottah 2 (two) chhattacks 4 (four) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 92, R.S. Khatian No. 1397 & all that land measuring an area of 3 (three) cottahs 7 (seven) chhattacks 36 (thirty six) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 93, R.S. Khatian Nos. 2046 & 2047, totaling to **5 (five) cottahs 8 (eight) chhattacks 26 (twenty six) square feet** be the same a little more or less under North Dum Dum Municipality, Holding No. 39, P.S. Nimta, District North 24 Parganas unto and in favour of the said Smt. Pranati Roy

**AND WHEREAS** by another bengali deed of Kobala dated 06<sup>th</sup> August 1993 and made between the said Sri Rabindra Nath Ghosh son of late Panchu Ghosh @ Panchanan Ghosh therein referred to as the vendor of the one part and Smt. Pranati Roy the land owner no. 1 herein and therein referred to as the purchaser of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 4614 for the year 1993 wherein the said Sri Rabindra Nath Ghosh sold, transferred and conveyed his right, title and interest of all that land measuring an area of 1 (one) cottah 11 (eleven) chhattacks 43 (forty three) square feet be the same a little more or less

appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 97, R.S. Khatian No. 1382 & all that land measuring an area of 0 (zero) cottah 6 (six) chhatacks 42 (forty two) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 96, R.S. Khatian No. 1382 totaling to 2 (two) cottahs 2 (two) chhatacks 40 (forty) square feet be the same a little more or less under North Dum Dum Municipality, Holding No. 64, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas unto and in favour of the said Smt. Pranati Roy

**AND WHEREAS** Smt. Rikta Roy widow of late Anil Roy and Smt. Pranati Roy daughter of late Anil Roy are the joint owners of all that land measuring an area of 2 (two) cottah 00 (zero) chhatacks 00 (zero) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag No. 92, R.S. Khatian No. 1397 & all that land measuring an area of 6 (six) cottahs 10 (ten) chhatacks 18 (eighteen) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag No. 98, R.S. Khatian No. 658 totaling to 8 (eight) cottahs 10 (ten) chhatacks 18 (eighteen) square feet be the same a little more or less under North Dum Dum Municipality, Holding No. B-H-3 (8/1/1) and 199 (436), Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas by way of inheritance from Anil Roy their predecessor in interest

**AND WHEREAS** by another bengali deed of Gift dated 18<sup>th</sup> February 2015 and made between the Smt. Rikta Roy widow of late Anil Roy therein referred to as the donor of the one part and Smt. Pranati Roy the land owner no. 1 herein and therein referred to as the donee of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 1546 for the year 2015 wherein the said Smt. Rikta Roy gifted, transferred and conveyed her undivided 50 % right, title and interest of all that land measuring an area of 2 (two) cottah 00 (zero) chhatacks 00 (zero) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag No. 92, R.S. Khatian No. 1397 & all that land measuring an area of 6 (six) cottahs 10 (ten) chhatacks 18 (eighteen) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag No. 98, R.S. Khatian No. 658 totaling to 8 (eight) cottahs 10 (ten) chhatacks 18 (eighteen) square feet be the same a little more or less under North Dum Dum Municipality, Holding No. B-H-3 (8/1/1) and 199 (436), Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas i.e. all that land

measuring an area of 1 (one) cottah 00 (zero) chhatacks 00 (zero) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag No. 92, R.S. Khatian No. 1397 & all that land measuring an area of 3 (three) cottahs 5 (five) chhatacks 9 (nine) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag No. 98, R.S. Khatian No. 658 totaling to 4 (four) cottahs 5 (five) chhatacks 09 (nine) square feet be the same a little more or less under North Dum Dum Municipality, Holding No. B-H-3 (8/1/1) and 199 (436), Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas unto and in favour of the said Smt. Pranati Roy

**AND WHEREAS** by way of aforesaid two bengali deed of kobala & one deed of gift the said Smt. Pranati Roy absolutely seized and possessed as absolute owner of all that land measuring an area of 16 (sixteen) cottahs 05 (five) chhatacks 39 (thirty nine) square feet be the same a little more or less and duly mutated her name before the concerned B.L. & L.R.O. as well as North Dum Dum Municipality and presently the said property has been reassessed and renumbered appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag Nos. 95,92,93,97,96 & 98, R.S. Khatian No. 2244/2245, 1397, 2046,2047, 1382,1397 & 658, Hal Khatian No. 2576, lying and situated at Holding Nos. BH 3(8/1/1), 9(2), 17(13) & 191(436), Ghanashyam Banerjee Road, under North Dum Dum Municipality, Ward No. 6, P.S. Nimta, District North 24 Parganas

**AND WHEREAS** by a bengali deed of Kobala dated 30<sup>th</sup> May 2005 and made between the said Sri Kesto Ghosh, Sri Mohon Ghosh, Smt. Bijoli Ghosh, Sri Pintu Ghosh, Sri Mrityunjoy Ghosh, Smt. Putul Guha, Smt. Baby Ghosh, Smt. Minati Ghosh, Sri Sintu Ghosh, Sri Netai Ghosh, Sri Gour Ghosh, Smt. Pratima Some, Smt. Kalpana Ghosh, Sri Sanjoy Ghosh, Sri Debasis Ghosh, Smt. Mili Ghosh & Smt. Sharmila Ghosh therein jointly referred to as the vendor of the one part and Sri Tirthankar Roy the land owner no. 2 herein and therein referred to as the purchaser of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 9418 for the year 2005 wherein the said Sri Kesto Ghosh & others sold, transferred and conveyed his right, title and interest of all that land measuring an area of 10 (ten) cottahs 04 (four) chhatacks 19 (nineteen) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 100, R.S. Khatian No. 613, under North Dum Dum Municipality, Ward No. 6, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas unto and in favour of the said Sri Tirthankar Roy

**AND WHEREAS** by way of aforesaid bengali deed of kobala the said Sri Tirthankar Roy absolutely seized and possessed as absolute owner of all that land measuring an area of 10 (ten) cottahs 04 (four) chhattacks 19 (nineteen) square feet be the same a little more or less and duly mutated his name before the concerned B.L. & L.R.O. as well as North Dum Dum Municipality and presently the said property has been reassessed and renumbered appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag No. 100, R.S. Khatian No. 613, Hal Khatian No. 2654, under North Dum Dum Municipality, Ward No. 6, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas

**AND WHEREAS** by a bengali deed of Kobala dated 30<sup>th</sup> May 2005 and made between the said Sri Kesto Ghosh, Sri Mohon Ghosh, Smt. Bijoli Ghosh, Sri Pintu Ghosh, Sri Mrityunjoy Ghosh, Smt. Putul Guha, Smt. Baby Ghosh, Smt. Minati Ghosh, Sri Sintu Ghosh, Sri Netai Ghosh, Sri Gour Ghosh, Smt. Pratima Some, Smt. Kalpana Ghosh, Sri Sanjoy Ghosh, Sri Debasis Ghosh, Smt. Mili Ghosh & Smt. Sharmila Ghosh therein jointly referred to as the vendor of the one part and Sri Subhankar Roy the land owner no. 2 herein and therein referred to as the purchaser of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 9419 for the year 2005 wherein the said Sri Kesto Ghosh & others sold, transferred and conveyed his right, title and interest of all that land measuring an area of 07 (seven) cottahs 01 (one) chhattack 00 (zero) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag Nos. 100 & 101, R.S. Khatian No. 613, under North Dum Dum Municipality, Ward No. 6, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas unto and in favour of the said Sri Subhankar Roy

**AND WHEREAS** by way of aforesaid bengali deed of kobala the said Sri Subhankar Roy absolutely seized and possessed as absolute owner of all that land measuring an area of 07 (seven) cottahs 01 (one) chhattack 00 (zero) square feet be the same a little more or less and duly mutated his name before the concerned B.L. & L.R.O. as well as North Dum Dum Municipality and presently the said property has been reassessed and renumbered appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag Nos. 100 & 101, R.S. Khatian No. 613, Hal Khatian No. 2655, under North Dum Dum Municipality, Ward No. 6, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas

**AND WHEREAS** by a bengali deed of Kobala dated 30<sup>th</sup> May 2005 and made between the said Sri Kesto Ghosh, Sri Mohon Ghosh, Smt. Bijoli Ghosh, Sri

Pintu Ghosh, Sri Mrityunjoy Ghosh, Smt. Putul Guha, Smt. Baby Ghosh, Smt. Minati Ghosh, Sri Sintu Ghosh, Sri Netai Ghosh, Sri Gour Ghosh, Smt. Pratima Some, Smt. Kalpana Ghosh, Sri Sanjoy Ghosh, Sri Debasis Ghosh, Smt. Mili Ghosh & Smt. Sharmila Ghosh therein jointly referred to as the vendor of the one part and Sri Tirthankar Roy & Sri Subhankar Roy the land owner no. 2 & 3 herein and therein jointly referred to as the purchasers of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas and recorded in Book No. I, Being No. 9420 for the year 2005 wherein the said Sri Kesto Ghosh & others sold, transferred and conveyed his right, title and interest of all that land measuring an area of 02 (two) cottahs 05 (five) chhattack 11 (eleven) square feet be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag Nos. 100 & 101, R.S. Khatian No. 613, under North Dum Dum Municipality, Ward No. 6, Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas unto and in favour of the said Sri Tirthankar Roy & Sri Subhankar Roy

**AND WHEREAS** by way of aforesaid bengali deed of kobala the said Sri Tirthankar Roy & Sri Subhankar Roy absolutely seized and possessed as absolute owner of all that land measuring an area of 02 (two) cottahs 05 (five) chhattack 11 (eleven) square feet be the same a little more or less and duly mutated his name before the concerned B.L. & L.R.O. as well as North Dum Dum Municipality and presently the said property has been reassessed and renumbered appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172, R.S. Dag Nos. 100 & 101, R.S. Khatian No. 613, under North Dum Dum Municipality, Ward No. 6, Holding No. BH-162(533/1), Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas

**AND WHEREAS** in the event that have happened the said Sri Bimal Roy, Smt. Pranati Roy, Sri Tirthankar Roy, Sri Subhankar Roy & Sri Tirthankar Roy & Sri Subhankar Roy are thus now seized and possessed their respective demarcated portion as absolute owner

**AND WHEREAS** the said **Sri Bimal Roy, Smt. Pranati Roy, Sri Tirthankar Roy & Sri Subhankar Roy** had decided to develop their respective property after amalgamation into a single holding and to erect a **G + Four Storied** commercial cum residential building thereat in different five block, duly proposed the Developer to plan development of the said property after demolition of the existing old dwelling house and by constructing a new **G + Four Storied** in different five block residential-cum-commercial building thereon comprising of self-contained residential flats/units / shops / garages etc. on ownership basis according to the sanctioned building plan to be duly sanctioned by the **North Dum Dum Municipality**.

**AND WHEREAS** SRI BIPLAB ROY son of Late Puspa Ranjan Roy, and SRI KRISHNENDU BASU, son of Late Rathindra Chandra Basu, jointly on 15<sup>th</sup> October 2010 formed a Partnership Firm in the name and style of M/S. EN-SUIT REALTORS,(PAN AADFE2088B) having its office at 27, B. N. Ghosal Road, Belghoria, Kolkata-700056

**AND WHEREAS** the said M/S. EN-SUIT REALTORS inducted SRI GAUTAM KAR (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas as sub partner only for this project and accordingly executed a deed on 1<sup>st</sup> December 2014 the terms and condition fully mentioned therein

**AND WHEREAS** the said **Sri Bimal Roy, Smt. Pranati Roy, Sri Tirthankar Roy & Sri Subhankar Roy** on 31<sup>st</sup> March 2015 executed and registered a Development Agreement with the **M/S. EN-SUIT REALTORS**,(PAN AADFE2088B) a partnership firm constituted under Indian Partnership Act, 1932, having its office at 27, B. N. Ghosal Road, Belghoria, Kolkata-700056 being represented by its partners represented by its partners **(1) SRI BIPLAB ROY**,(PAN ADIPR2583G) son of Late Puspa Ranjan Roy, by caste Hindu, by occupation business, residing at 15, Chowdhury Para Lane, P.O. & P.S. Belghoria, Kolkata –700056, District North 24 Parganas and **(2) SRI KRISHNENDU BASU**, (PAN AGZPB7535Q) Son of Late Rathindra Chandra Basu, by caste Hindu, by occupation business, residing at Flat No. A-2, 2<sup>nd</sup> floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata – 700 056, District North 24 Parganas and its sub partner of this project only **(3) SRI GAUTAM KAR** (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas in Book No. I, CD Volume No. 9, Pages from 746 to 786, Being No. 03356 for the year 2015 the terms and condition fully mentioned in the said Development Agreement dated 31<sup>st</sup> March 2015

**AND WHEREAS** in the even date i.e 31<sup>st</sup> March 2015 a Development Power of Attorney also executed and registered by the said **Sri Bimal Roy, Smt. Pranati Roy, Sri Tirthankar Roy & Sri Subhankar Roy** in favour of the said **M/S. EN-SUIT REALTORS**,(PAN AADFE2088B) a partnership firm constituted under Indian Partnership Act, 1932, having its office at 27, B. N. Ghosal Road, Belghoria, Kolkata-700056 being represented by its partners represented by its partners **(1) SRI BIPLAB ROY**,(PAN ADIPR2583G) son of Late Puspa Ranjan Roy, by caste Hindu, by occupation business, residing at 15, Chowdhury Para Lane, P.O. & P.S. Belghoria, Kolkata –700056, District

North 24 Parganas and **(2) SRI KRISHNENDU BASU**, (PAN AGZPB7535Q) Son of Late Rathindra Chandra Basu, by caste Hindu, by occupation business, residing at Flat No. A-2, 2<sup>nd</sup> floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata – 700 056, District North 24 Parganas and its sub partner of this project only **(3) SRI GAUTAM KAR** (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas in Book No. I, CD Volume No. 9, Pages from 866 to 884, Being No. 03360 for the year 2015 the terms and condition fully mentioned in the said Development Power of Attorney dated 31<sup>st</sup> March 2015

**AND WHEREAS** in terms of the herein before in part recited Deed of Development Agreement all those holdings amalgamated in to a single holding being Holding No. 162(533/1), Ghanashyam Banerjee Road, P.S. Nimta, District North 24 Parganas and a building plan was duly sanctioned being No. 612/2016-2017 dated 03.11.2016 from the **North Dum Dum Municipality**

**AND WHEREAS** one of the land owner of the said premises Bimal Roy son of late Abinash Chandra Roy died intestate on 14<sup>th</sup> December 2016 leaving behind his widow Smt. Pranati Roy and his two sons namely Sri Tirthankar Roy & Sri Subhankar Roy as his only legal heirs/ heiress under the Hindu Succession Act 1956, the land owners herein of the

**AND WHEREAS** in the event that have happened the said Smt. Pranati Roy, Sri Tirthankar Roy & Sri Subhankar Roy are thus now absolute owner of all that land measuring an area of **02 (two) bighas 10 (ten) cottahs 06 (six) chhattack 19 (nineteen) square feet** be the same a little more or less appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag Nos. 92,93, 95,96,97,98,99,100 & 101, R.S. Khatian Nos. 613, 658, 1382, 1397, 2046, 2047, 2244 & 2245, Hal Khatian Nos. 2575, 2576, 2654 & 2655, lying and situated at Holding No. 162(533/1), Ghanashyam Banerjee Road, under North Dum Dum Municipality, Ward No. 2, P.S. Nimta, District North 24 Parganas

**AND WHEREAS** on 31<sup>st</sup> March 2016 one of the partner of the firm **M/S. EN-SUIT REALTORS** namely **SRI BIPLAB ROY**,(PAN ADIPR2583G) son of Late Puspa Ranjan Roy, by caste Hindu, by occupation business, residing at 15, Chowdhury Para Lane, P.O. & P.S. Belghoria, Kolkata –700056, District North 24 Parganas duly tendered his resignation and/or retired from the partnership firm after inducted one new partner namely **SMT. SUMITRA BASU** (PAN AJKPB0847K) wife of Sri Krishnendu Basu, by religion Hindu, by Nationality Indian, by occupation business residing at Flat No. A-2, 2<sup>nd</sup> floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata –

700 056, District North 24 Parganas and accordingly accounts of the firms has been settled as on 31<sup>st</sup> March 2016

**AND WHEREAS** in the event of the retirement of partner Sri Biplab Roy and induction of a new partner Smt. Sumitra Basu and various other reason for smooth execution of the said Development Agreement dated 31<sup>st</sup> day of March 2015 both the Landowners and the other partners of the En-Suit Realtors decided to cancel the Development Agreement by way of execution of Deed of Cancellation of the Development Agreement as well as Power of Attorney dated 31<sup>st</sup> March 2015, executed by both the parties which was got registered on 20<sup>th</sup> January 2017 in the Office of the Additional District Sub Registrar, Belghoria, North 24 Parganas, and recorded in Book No. I, Being No. 152600170 for the year 2017

**AND WHEREAS** the land owners herein further expressed their desire to continue the development work of their property and to erect different five block of G + Four storied commercial cum residential building thereat comprising of self-contained residential flats/units/shops/garages etc. on ownership basis according to the building plan being no. 612/2016-2017 dated 03.11.2016 sanctioned by the **North Dum Dum Municipality** and comong to know such desire the Developer herein has agreed to Develop and construct buildings as per the sanction plan

**AND WHEREAS** on 25<sup>th</sup> January, 2017 the owners herein executed and registered a Development Agreement with the **M/S. EN-SUIT REALTORS**, (PAN AADFE2088B) a partnership firm constituted under Indian Partnership Act, 1932, having its office at 27, B. N. Ghosal Road, Belghoria, Kolkata-700056 being represented by its any two partners namely **(1) SRI KRISHNENDU BASU**, (PAN AGZPB7535Q) son of late Rathindra Chandra Basu, by caste Hindu, by occupation business, residing at Flat No. A-2, 2<sup>nd</sup> floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas, **(2) SMT. SUMITRA BASU** (PAN AJKPB0847K) wife of Sri Krishnendu Basu, by religion Hindu, by Nationality Indian, by occupation business residing at Flat No. A-2, 2<sup>nd</sup> floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata – 700 056, District North 24 Parganas and its sub partner of this project only **(3) SRI GAUTAM KAR** (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas and registered at the office of the Additional District Sub Registrar, Belghoria, North 24 Parganas entered in Book No. I, Volume No. 1526-2017, Pages from 5765 to 5807, Being No. 152600185 for the year 2017 for such purposes under the terms and conditions mentioned therein

**AND WHEREAS** in terms of the said Development Agreement the Owners herein on the same date i.e. 25<sup>th</sup> January, 2017 executed a Development Power of Attorney in favour of any two out of **(1) SRI KRISHNENDU BASU**, (PAN AGZPB7535Q) son of late Rathindra Chandra Basu, by caste Hindu, by occupation business, residing at Flat No. A-2, 2<sup>nd</sup> floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas, **(2) SMT. SUMITRA BASU** (PAN AJKPB0847K) wife of Sri Krishnendu Basu, by religion Hindu, by Nationality Indian, by occupation business residing at Flat No. A-2, 2<sup>nd</sup> floor, Indranita Apartment 27, B. N. Ghosal Road, P.O. & P.S. Belghoria, Kolkata - 700 056, District North 24 Parganas and its sub partner of this project only **(3) SRI GAUTAM KAR** (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas and registered at the Office of the Additional District Sub-Registrar, Belghoria and recorded in Book No. I, Volume No. 1526-2017, Pages 5918 to 5941, Being No. 152600192 for the year 2017

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment] and the garage/covered parking (if applicable) as specified in para G

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:**

**1 TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment] as specified in para G.

1.2 The Total Price for the [Apartment] based on the carpet area is Rs. ....(Rupees.....only ) Total price (in rupees.....)

Break up and description: Rate of apartment per square feet

Building Name:

Apartment No.

Type:

Floor:

Total Price (in rupees):

Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc., if/as applicable

**AND**

Garage: Price .....

Total price (in rupees):

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment];

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GS.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

(iii) The Total Price of [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment] and the Project.

1.3. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment] as mentioned below;

(i) The Allottee shall have exclusive ownership of the [Apartment];

(ii) The Allottee shall also have undivided proportionate share in the Common Areas, Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the

Common Areas along with other occupants, maintenance staff etc,, without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

1.4. It is made clear by the Promoter and the Allottee agrees that the [Apartment] along with garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project conveying the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.

## **2. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

2.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

2.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third

party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

**3. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the [Apartment], if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

**4. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Allottee as follows;

- (i) The Landowner/Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land];
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification {including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project..

## **5. EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

## **6. CONVEYANCE OF THE SAID APARTMENT:**

## **7. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment].

## **8. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty)

days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**9. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**10. USAGE:**

Use of Service Areas: The basement(s) and service areas, if any, as located within the "**PLEZERS**", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottee formed by the Allottees for rendering maintenance services.

**11. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

11.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment], or the staircases, **lifts**, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or Part] change or alter or make additions to the [Apartment] and keep the [Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

11.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or

painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the [Apartment].

11.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**12. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a [Apartment] with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

**13. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

**14. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the **West Bengal Apartment Ownership Act**. The Promoter showing compliance of various laws/ regulations as applicable in **West Bengal**.

**15. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOITEE / SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the [Apartment] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the [Apartment], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

**16. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment] bears to the total carpet area of all the [Apartments/Plots] in the Project.

**17. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

**18. NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the said sum of **Rs. ....../-(Rupees .....)** only well and truly paid by the Purchasers to the Developer on or before the execution of these presents (the receipt whereof the Developer do hereby admit and acknowledge) and of and from the payment of the said amount and every part thereof the Owners and the Developer do hereby absolutely and indefeasibly grant sell convey transfer assign and assure unto and in favour of the Purchasers the said **Flat Being Flat No. ....**, measuring a carpet area of ..... **sq. ft.** be the same a little more or less ( .....sq.ft. covered area) & having .....sq.ft balcony on the ..... **Facing** on the ..... **Floor** comprising of ..... of the **G Plus Four storied** fully mentioned in the **SECOND SCHEDULE** hereunder written together with **ALL THAT** the impartible and undivided proportionate share or interest in the land comprised in the said premises appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag Nos. 92,93, 95,96,97,98,99,100 & 101, R.S. Khatian Nos. 613,658,1382,1397,2046,2047,2244 & 2245, Hal Khatian Nos. 2575,2576,2654 & 2655, lying and situated at Holding No. 162(533/1), Ghanashyam Banerjee Road, under North Dum Dum Municipality, Ward No. 6, P.S. Nimta, District North 24 Parganas fully and particularly described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH** the flat with all fittings, fixtures, easements, rights, privileges along with the right to use and enjoy the common areas and installations fully mentioned in the **THIRD SCHEDULE** hereunder written in common with the co-owners of the building **AND** the reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said flat all the estate right title interest property claim and demand whatsoever on the Owners/Developer out of or upon the said share in the said premises and the said flat and all other benefits and rights herein comprised and hereby granted sold conveyed and transferred or expressed or intended so to be and

every part thereof respectively **TOGETHER WITH** their and every of their respective rights liberties and appurtenances whatsoever to and unto the Purchasers **AND TOGETHER WITH** all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said flat belonging to the Purchasers **TO HAVE AND TO HOLD** the said share in the said premises and the said flat and the other benefits and rights hereby granted sold conveyed and transferred and every part or parts unto the Purchasers absolutely and forever free from all encumbrances trusts liens lispendens attachments whatsoever (save those as are expressly mentioned herein) **AND** observance fulfillment and performance of the restrictions terms and conditions covenants and obligations **AND** the Owners and the Developer shall have no liability and/or right whatsoever on the said flat described in the "**Second Schedule**" hereunder written after the date of execution of this Deed of Conveyance **AND** it shall be lawful for the Purchasers from time to time and at all times hereafter to peaceably and quietly hold use possesses and enjoy the said flat and the share in the said premises and to receive the rents issues and profits thereof without any interruption hindrance claim or disturbance through under or in trust for the Owner or the Developer **AND** further the Owner and the Developer and all other person or persons having or lawfully equitably claiming any estate, right, title or interest whatsoever in the said flat and proportionate share in the said land from through under or in trust for the Owner and the Developer shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and expenses of the said Purchasers do make acknowledge and execute or cause to be done made 'acknowledge and executed all such further and other acts, deeds, and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said flat here by sold granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers shall or may be reasonably required.

**19. THIS INDENTURE FURTHER WITNESSETH** as follows: -

i) **PREMISES** shall mean the bastu land measuring an area of **02 (two) bighas 10 (ten) cottahs 06 (six) chhatack 19 (nineteen) square feet** be the same a little more or less together with ..... standing thereon appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag Nos. 92,93, 95,96,97,98,99,100 & 101, R.S. Khatian Nos. 613,658,1382,1397,2046,2047,2244 & 2245, Hal Khatian Nos. 2575,2576,2654 & 2655, lying and situated at Holding No. 162(533/1), Ghanashyam Banerjee Road, under North Dum Dum Municipality, Ward No.

6, P.S. Nimta, District North 24 Parganas fully mentioned in the **FIRST SCHEDULE** hereunder written and wherever the context so permits or intends shall also include the building thereon.

ii) **SAID SHARE** of the said premises shall mean an undivided impartible proportionate share in the land comprised in the said premises attributable to the said flat and described in the Second Schedule hereunder written

iii) **BUILDING** shall mean and include the building constructed by the Developer on the said premises.

iv) **CO-OWNER** shall according to its context mean all the persons who have acquired and who may hereafter acquire or own Rats in the said premises.

v) **COMMON** areas and installations shall mean and include the stair-case landings, lobby, passage, terrace, pathways, installation at the premises as mentioned in the Third Schedule hereunder written and expressed or intended for common use and enjoyment of the co-owners.

vi) **COMMON EXPENSES** shall mean and include the purpose of maintaining the premises in particular the common area and installations, collection and disbursement of the common expenses and dealing with the matters of common interest of the co-owners and matters relating to the most beneficial use and enjoyment of their respective units exclusively as mentioned in the Fourth Schedule hereunder written and the said expenses to be paid proportionately along with other co-owners of the premises.

vii) **SAID UNIT** shall mean the said complete flat and/or other spaces as mentioned and described in the Second Schedule hereunder written and undivided proportionate share in the common areas and installations in the premises.

viii) **ASSOCIATION** shall mean any association, syndicate, committee or society of all the co-owners that may be formed for the purpose of management, maintenance and administration of the common purpose.

ix) **SINGULAR** number shall mean and include the plural number and vice versa.

x) **MASCULINE** gender shall mean and include the feminine gender and vice versa.

**20. THE PURCHASERS DO TH HEREBY COVENANT WITH THE OWNERS AND THE DEVELOPER** as follows:-

1. The Purchasers binds themselves to pay regularly and punctually all Municipal rates and taxes and other outgoings and impositions (including Urban Land Tax or any other taxes that may be imposed etc.) in respect of the said flat wholly and in respect of the building and the premises proportionately and the liability of the Purchasers for payment of the same shall accrue with effect from the date of registration of this deed of conveyance.
2. The Purchasers agrees to specific conditions and covenant running with the land that the (and of the said property shall be always indivisible and impartible and the Purchasers shall be owning only undivided proportionate shares in the same and the Purchasers shall not claim arty division or partition or separation thereof.
3. The Purchasers shall pay and meet all the charges for electricity and other utilities/services Municipal rates or taxes relating to the flat wholly upon mutation. Beside the above the Purchasers shall proportionately pay the association the cost of maintenance and management of common service & facilities as mentioned in the **Fourth Schedule** hereunder written.
4. The Purchasers shall not for any reason whatsoever obstruct the Developer in completing and/or carrying out the present and future construction of the building nor shall obstruct the Developer and/or the Owners in their transferring Owners' Allocation or Developer's residual allocation of the said building/premises to any other person or persons.
5. The Purchasers shall have the right to obtain all necessary connection and/or lines amenities for the use and enjoyment of the said flat hereby purchased.
6. The Purchasers, their employees, the visitors and agents shall have the right of ingress in and egress out of the said flat and passage leading to the said flat and/or the road.
7. The Purchasers, their servant and/or agents shall not in any way use, obstruct or cause to be obstructed the common passage Sanding areas roofs or staircases of the premises nor store therein any rubbish or

other materials goods or furniture nor shall do or cause to be done or allow any act deed matter or thing whereby the use and enjoyment of the common parts the common amenities and the common convenience of the said building be in any way prejudicially affected or vitiated.

8. That upon registration the Purchasers shall have right to mutate their name as owners of the said flat in the records of the Kamarhati Municipality and/or have the said Rat separately numbered and assessed for taxes and the Vendor/Developer shall whenever required by the Purchasers give their consent or approval in writing for the purpose of such mutation and separate assessment.
9. The Purchasers shall keep the said flat and other partition walls, and entrance and exits of the said flat exclusively serving the said flat in good condition.
10. The Purchasers shall observe and perform all rules regulations and restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.
11. That the Purchasers on purchasing the flat shall be entitled to sale, mortgage, lease, or otherwise alienate the said flat subject to the terms and conditions contained herein without the consent of the other co-owners of the said premises who may have acquired before and who may hereafter acquire any right, title or interest similar to the Purchasers. It is also agreed that the Purchasers shall acquire full right, title and interest in the said flat hereby sold to him/them on the basis of registration of the sale deed of the said flat.
12. As long as the said flat in the said building is not separately assessed for municipal taxes and other charges, the Purchasers shall pay proportionate share of municipal taxes and other statutory taxes as assessed on the whole building to the Developer and on its formation to the Association as mentioned above. Once the said flat is separately assessed the Purchasers shall be liable directly to the authority/department concerned for such payment of rates and taxes.
13. That the Purchasers shall have the right of half of the depth of the ceiling above, the pillars and the joints and the common partition wall demarcation their flat from the adjacent garage/flat and full ownership of other walls, shutter and ail fittings and shall be entitled to repair

and maintain the same but he/she/they- shall not be entitled to damage or open door or window on common wall encroaching the privacy of the adjoining garage/flat owners. The Purchasers shall have no right of demolishing their flat nor seek partition of the common area and facilities,

14. The Purchasers shall allow the Developer/Association and its workmen to enter into the said flat for carrying out the works required for the common purpose on receipt of prior notice in this regard.
15. The Purchasers shall not store in the said flat any goods, which are of hazardous obnoxious combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the said flat is situated or storing of which is unlawful. In case any damage is caused to the building / flat due to negligence or default of the Purchasers, the Purchasers shall be liable for the consequences of the breach for any such default.
16. The Purchasers shall not demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the flat or any part thereof or to the building nor any alteration in the elevation and outside colour scheme of the building/flat and shall not change or in any other manner damage columns, beams, walls, slabs or R.C.C. or other structural foundation in the flat or any portion of the building causing danger to the building. The Purchasers shall however be allowed to repair and change the shutter of the flat when the same become old and broken and can also fix personal service amenities etc. in their flat without disturbing the co-owners.
17. In using the said flat and the common areas and installations of the said building and the premises, neither the Purchasers nor any member of the family of the Purchasers shall do the following act;
  - (i) Make any unnecessary noise;
  - (ii) Leave any litter other than in a place provided for the purpose;
  - (iii) Leave or cause to be left any article or thing where they may or are likely to obstruct the free use of other parts of the building by others.
18. The Purchasers shall sign all papers and documents and do all other acts, deeds, things as the Developer/ Association may lawfully require

their to do from time to time for safeguarding the said building and the interest of other co-owners.

19. The Purchasers shall co-operate for formation of the association and bear and pay the proportionate costs and expenses for formation of the Association.

#### **THE SCHEDULE A ABOVE REFERRED TO**

**ALL THAT** piece and parcel of land measuring an area of **02 (two) bighas 10 (ten) cottahs 06 (six) chhattack 19 (nineteen) square feet** be the same a little more or less together with G+ Four storied building in five blocks standing thereon appertaining to Mouza Uttar Nimta, J.L. No. 2, R.S. 102, Touzi No. 172 & 173, R.S. Dag Nos. 92,93, 95,96,97,98,99,100 & 101, R.S. Khatian Nos. 613,658,1382,1397,2046,2047,2244 & 2245, Hal Khatian Nos. 2575,2576,2654 & 2655, lying and situated at Holding No. 162(533/1), Ghanashyam Banerjee Road, under North Dum Dum Municipality, Ward No. 6, P.S. Nimta, District North 24 Parganas and the same is butted and bounded as follows:-

**ON THE NORTH BY** :Property of Dipak Majumder & Devi Paul;

**ON THE SOUTH BY** : Partly 22'-00" wide Ghanashyam Banerjee Road & partly building of Shyamal Roy & Ratan Dey;

**ON THE EAST BY** : Municipality High drain &

**ON THE WEST BY** : 12'-00" wide Municipal Road.

#### **THE SCHEDULE B ABOVE REFERRED TO**

**ALL THAT** piece and parcel of a self-contained residential **Flat Being Flat No. ....**, measuring a carpet area of ..... **sq. ft.** be the same a little more or less ( .....sq.ft. covered area) & having .....sq.ft balcony on the ..... **Facing** on the ..... **Floor** comprising of ..... of the **G Plus Four storied** building lying and situated at Holding No. 162(533/1), Ghanashyam Banerjee Road, under North Dum Dum Municipality, Ward No. 6, P.S. Nimta, District North 24 Parganas together with the undivided proportionate share, right, title, interest, possession of the said land underneath along with undivided proportionate share and right of all common facilities and common amenities belonging to the said building as well as belonging to the said Premises including all easement rights and all rights of ingress and egress, at the said schedule property of the said building Including roof right hereby agreed to sell and transfer by the Owners/Developer/ Confirming Parties to the Purchasers

**THE SCHEDULE C ABOVE REFERRED TO:**

(Common rights and facilities)

1. The said land described in the First Schedule hereinabove written.
2. The foundation, columns, beams, supports main walls, stair, stairways, lift and entrances and exits of the building.
3. Concealed electrical wiring and fittings and fixtures for lighting in the staircase, common passage and other common areas in the building and the said land.
4. Drains and sewers from the building to the Municipal ducts.
5. Staircase lift and lobbies.
6. Water Pump and meter together with the space required therefore, deep tube well, overhead tank and distribution pipes from the tank to different units and from deep tube well to the overhead tank.
7. Water and evacuation pipes from the units to drains and sewers common to the building.
8. Boundary walls and main gate of the said land.
9. Lift
10. Roof Right for all purposes,

**THE SCHEDULE D ABOVE REFERRED TO:**

Cost of maintenance of common service &amp; facilities.

1. Cost of maintenance, repairing, re-decorating etc. of the main structure and in particular the gutters, fresh and rain water-pipe drains, sewers, overhead/ underground water storage tanks, septic tank and electric wires, motors, generators, lift and other appliances and passages in or under or upon the building and enjoyed or used by the Purchasers in common with the other occupiers of the flats and the main entrance, passages landings, staircases of the building enjoyed by the Purchasers or used by them in common as aforesaid.
2. Cost of cleaning and lighting the passages, landing, staircase, lift and other parts of the building as enjoyed or used by the Purchasers in common as aforesaid.
3. Cost of working and maintenance of light and service charges.
4. Cost of maintenance and decorating the exterior of the building.
5. Municipal rates and taxes save those separately assessed.
6. Premium for insurance of the building, if any.
7. Cost of charges of establishment for maintenance of the building and the salaries of all persons employed for the same.
8. All legal expenses appertaining to the maintenances and protection of the said building and disputes regarding claims and/or demands from Municipality and/or local authorities.
9. All charges for maintaining the office For common purposes.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at **Kolkata** in the presence of attesting witness, signing as such on the day month and year first above written.

**SIGNED AND DELIVERED** by  
the within named **LANDOWNERS**

Signature.....

Name.....

As constituted Attorney of SRI UJJAL SARKAR, SMT. APARNA GUNIN, SMT. BANDANA DAS, SMT. CHANDANA SIKDAR, SMT. ALPANA BOSE, SMT. RADHA SARKAR, SRI SUKANTA SARKAR & SMT. KEYA SEN

Address.....

**SIGNED AND DELIVERED** by  
the within named **PROMOTER**

Signature.....

Name.....

Address.....

**SIGNED AND DELIVERED** by  
the within named **ALLOTTEE**

Signature.....

Name.....

Address.....

At ..... on .....in the presence of:

**WITNESS:**

1. Signature.....  
Name.....  
Address.....

2. Signature.....  
Name.....  
Address.....