

DEED OF CONVEYANCE

This DEED OF CONVEYANCE (hereinafter referred to as “DEED”) is made at Kolkata and executed on this day of..... , 2021, by and amongst:

1. A) SRI NIRMAL DAS (Pan No. -BIPPD1039L) (Aadhar No.-.....),S/o Late Santosh Kumar Das, aged about – 64 years, by Profession – Business, by Nationality – Indian, by faith – Hindu, residing at – 18/10, Ustad Amir Khan Sarani, P.S. - previously Behala then Thakurpukur and now Haridevpur,P.O. – Haridevpur,Ward No. 122, District – South 24 Parganas, Kolkata – 700082 (B) SRI NANI GOPAL MAJHI (Pan No.-AUPPMO997H),(Aadhar No.-.....),S/o Sri Beni Madhab Majhi, aged about-60 years, Profession – Service, by Nationality – Indian, by faith– Hindu, presently residing at18/10, Ustad Amir Khan Sarani, Sarani, P.O. – Haridevpur, P.S. – previously Behala then Thakurpukur and now Haridevpur, Ward No. 122, District – South 24 Parganas, Kolkata – 700082, (hereinafter referred to as the “LANDOWNERS/VENDORS”), ”), which expression shall unless excluded by or repugnant to the subject or context thereof be deemed to mean and include their respective heirs, successors, executors, administrators, trustees, legal representatives and permitted assigns, of the ONE PART duly represented by the CONSTITUTED LAWFUL ATTORNEY SRI. SATYABRATA DAS, sole Proprietor of M/S.DISHA CONSTRUCTION, videREGISTERED POWER OF ATTORNEY which was recorded in Book no. I, Volume No. 1602-2019, Pages from – 142438 to 142469 Being No. 160204057 for the year 2019.

AND

2. M/S. DISHA CONSTRUCTION, a sole proprietorship firm, having its office at 335, Ustad Amir Khan Sarani, Kolkata – 700082, duly represented by its sole Proprietor SRI. SATYABRATA DAS (PAN No. – AQRPD1413D) (Aadhar No.-251058385024),s/o Late Promod Kishore Das, by nationality – Indian, by faith – Hindu, by occupation – Business, aged about 49 years, residing at 433, Ustad Amir Khan Sarani, Kolkata – 700082, P.O. – Haridevpur, P.S. – Haridevpur, Ward No. – 122, District – South 24 Parganas, (herein after referred to as “DEVELOPER/CONFIRMING PARTY”) which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include the said proprietor and his respective heirs, executors, administrators, representatives and assigns of the SECOND PART;

AND

3. (A) SRI(Pan No. –) (Aadhar No. –), S/o Sri....., aged about – years, by occupation –, (B) SMT. (Pan No. –) (Aadhar No. –), w/o....., by occupation –, aged about....., both by nationality – Indian, by faith – Hindu, residing at, Premises No. –, P.O. –, P.S.. –, Kolkata – 7000....., Ward NO. -, District – South 24 Parganas ; (hereinafter referred to as the “PURCHASER/PURCHASERS”, which expression shall unless excluded by or repugnant to the subject or context thereof be deemed to mean and include his respective heirs, successors, executors, administrators, trustees, legal representatives and permitted assigns), of the THIRD PART;

Each of the parties mentioned above, are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS:

2. Late Dharendra Nath Kole was the absolute owner of ALL THAT piece and parcel of the LAND admeasuring more or less about 80 Satak lying and situated in Mouza – Haridevpur, District – 24 Parganas, P.S. – Behala, within the jurisdiction of Sub Registrar’s Office – Alipore, Pargana – Khaspur, Touzi No. - 40, R.S. No. - 35, J.L. No. - 25, under Khatian No. – 488, Dag No. - 420 along with all easements rights prevailing therein and continued to acquire peaceful possession of the said Land;
3. After the Revisional Settlement the aforesaid piece and parcel of 80 (Eighty) satak land lying and situated under Dag No. – 420, Khatian No. – 488, was divided into six Khatians i.e. Khatian No. – 904, 1013 1014 1015 1016 and 1017 respectively and was recorded in the name of Sri Dharendra Nath Kole under the above-mentioned different khatians.
4. Apart from the above-mentioned Land, the Said Sri Dharendra Nath Kole also purchased land admeasuring more or less 1.42 (One point Four Two) Satak from one Nazru Sardar and his family lying and situated under the Khatian No. – 37, Dag No. – 418 and 419, Mouza – Haridevpur, in the year of 1938, vide Registered Deed No. 2031, and acquired absolute ownership of the said Land. The said Land was also recorded in the name of Sri Dharendra Nath Kole after the Revisional Settlement under the same Khatian No. - 37.

5. The said Sri Dharendra Nath Kole died intestate leaving behind his surviving wife Smt. Chandi Bala Kole, and his seven daughters and one son, as his only legal heirs. Now the Said Smt. ChandiBalaKole and their seven daughters and one son being the legal heirs of Late Sri Dharendra Nath Kole as per the Hindu Succession Act acquired joint absolute ownership and enjoyed the peaceful possession thereof.
6. Now the five married daughters of Late Sri Dharendra Nath Kole i.e. (a) Smt. Ankur Rani Paramanik (b) Smt. Naintara Senapati (c) Smt. Gita Rani Halder (d) Smt. Renuka Das and (e) Smt. Menoka Bala Kole decided to gift their portion of property i.e. 1/9th portion share of each, to their mother Smt. ChandiBalaKole, by way of Gift made in the year of 1969 vide Registered Gift Deed No. 4710, and the same was registered in the office of Sub Registrar at Behala. So the said Smt. ChandiBalaKole acquired the absolute ownership of 6/9th portion of share of the aforesaid total Land including her own and enjoyed peaceful possession with all easement rights prevailing therein. The three minor children, i.e. (i) Master Ananda Kumar Kole, (ii) Miss MinakshiBalaKole and (iii) Miss Kanaka BalaKole acquired absolute ownership of the 3/9th portion of share of the total Land of Late Dharendra Nath Kole.
7. Whereas Smt. ChandiBalaKole being a single mother due to some financial crunch instituted a case vide case no. – 67 at the Alipore Judges Court in the year of 1969, to obtain permission to sale the portion of shares from the property of the above-mentioned minors. The said prayer has been granted by the said Court according to Act 32, Order No. - 4, in the year of 6th January 1970.
8. Now the said SMT. CHANDI BALA KOLE as per the order of the esteemed Judged Court divided the property under Dag no. – 418, 419, 420, Mouza – Haridevpur into small plots of land and started selling it to various intending purchasers at prevailing market price and/or mutually agreed sale consideration amount;
9. SMT. CHANDI BALA KOLE being the , lawful and absolute owner of the above mentioned Said Land sold ALL THAT piece of BASTU LAND admeasuring more or less about 2(Two) khathas 8 (Eight) chattaks and 0 (Zero) Square feet and 2(Two) khathas 0 (Zero) chattaks and 0 (Zero) Square feet aggregating to 4 (Four) khathas 8 (Eight) chattaks and 0 (Zero) Square feet lying and situated under Dag No. – 420, Mouza – Haridevpur, previously C.S. khatian No 488, and after Revisional Settlement now Khatian No. – 1015, 1016 respectively, Touzi No. – 40, R.S. No. – 35, J.L. No. – 25, Parganas – Khaspur, District – South 24 Parganas, P.S.-previously Behala then Thakurpukur and now Haridevpur, within the Jurisdiction of District Sub Registrar's Office Alipore, West Bengal

with all easement rights to the SMT. KANAN BALA DAS, for sale consideration vide Registered Deed of Conveyance dated 05th July, 1972, which was registered in the Office of District Sub Registrar, Alipore, and was recorded in Book No. – I, Volume No. – 66, Pages from 265 to 269, Being No. -2598 for the year of 1972;

10. The said SMT. KANAN BALA DAS mutated her name as owner of the said Land admeasuring more or less 4 (Four) khathas 8 (Eight) chattaks and 0 (Zero) Square feet lying and situated under Dag No. – 420, Mouza – Haridevpur, previously C.S. khatian No 488, and after Revisional Settlement now Khatian No. – 1015, 1016 respectively, Touzi No. – 40, R.S. No. – 35, J.L. No. – 25, Parganas – Khaspur, District – South 24 Parganas, P.S.- previously Behala then Thakurpukur and now Haridevpur, in the records of the Kolkata Municipal Corporation and it was numbered as Premises No. -191, Ustad Amir Khan Sarani, Kolkata – 700082;

11. The said SMT. KANAN BALA DAS being the lawful and absolute owner of the above mentioned Said Land sold ALL THAT piece of BASTU LAND admeasuring more or less about 2 (Two) Khathas 3 (Three) Chattaks 40 (Forty) Square feet out of 4 (Four) khathas 8 (Eight) chattaks and 0 (Zero) Square feet which was actually after measurement came to 4 (Four) khathas 7 (Seven) chattaks and 36 (Thirty Six) Square feet lying and situated under Dag No. – 420, Mouza – Haridevpur, previously C.S. khatian No 488, and after Revisional Settlement now Khatian No. – 1015, 1016 respectively, Touzi No. – 40, R.S. No. – 35, J.L. No. – 25, Parganas – Khaspur, District – South 24 Parganas, P.S.- previously Behala then Thakurpukur and now Haridevpur, within the Jurisdiction of District Sub Registrar's Office Alipore, West Bengal with all easement rights to the SRI NANI GOPAL MAJHI for an appropriate sale consideration vide Registered Deed of Conveyance dated 16th May, 2006, which was registered in the Office of District Sub Registrar- II, Alipore, and was recorded in Book No. – I, Volume No. – 125, Pages from 112 to 124, Being No. -06719 for the year of 2006;

12. The said SRI NANI GOPAL MAJHI mutated his name as Owner of the said Land admeasuring more or less about 2 (Two) Khathas 3 (Three) Chattaks 40 (Forty) Square feet in Dag No. – 420, Mouza – Haridevpur, previously C.S. khatian No 488, and after Revisional Settlement now Khatian No. – 1015, 1016 respectively, Touzi No. – 40, R.S. No. – 35, J.L. No. – 25, Parganas – Khaspur, District – South 24 Parganas, P.S.- previously Behala then Thakurpukur and now Haridevpur, in the records of the Kolkata Municipal Corporation and it was numbered as Premises No. -191A, Ustad Amir Khan Sarani, having Assesses No. – 411220918987, and Mailing Address 18,/0B, Ustad Amir Khan Sarani, Netaji Pally, Kolkata – 700082;

13. The said SMT. KANAN BALA DAS being the lawful and absolute owner of the above mentioned Said Land sold ALL THAT piece of BASTU LAND admeasuring more or less about 2 (Two) Khathas 3 (Three) Chattaks 41 (Forty One) Square feet out of 4 (Four) khathas 8 (Eight) chattaks and 0 (Zero) Square feet which was actually after measurement came to 4 (Four) khathas 7 (Seven) chattaks and 36 (Thirty Six) Square feet lying and situated under Dag No. – 420, Mouza – Haridevpur, previously C.S. khatian No 488, and after Revisional Settlement now Khatian No. – 1015, 1016 respectively, Touzi No. – 40, R.S. No. – 35, J.L. No. – 25, Parganas – Khaspur, District – South 24 Parganas, P.S.- previously Behala then Thakurpukur and now Haridevpur, within the Jurisdiction of District Sub Registrar's Office Alipore, West Bengal with all easement rights to the SRI NIRMAL DAS, vide Registered Deed of Gift dated 22nd August, 2012, which was registered in the Office of District Sub Registrar- II, Alipore, and was recorded in Book No. – I, Volume No. – 11, Pages from 14013 to 14027, Being No. -09418 for the year of 2012;
14. The said SRI NIRMAL DAS mutated his name as Owner of the said Land admeasuring more or less about 2 (Two) Khathas 3 (Three) Chattaks 41 (Forty One) Square feet in Dag No. – 420, Mouza – Haridevpur, previously C.S. khatian No 488, and after Revisional Settlement now Khatian No. – 1015, 1016 respectively, Touzi No. – 40, R.S. No. – 35, J.L. No. – 25, Parganas – Khaspur, District – South 24 Parganas, P.S.- previously Behala then Thakurpukur and now Haridevpur, in the records of the Kolkata Municipal Corporation and it was numbered as Premises No. -191, Ustad Amir Khan Sarani, having Assesses No. – 411220901894, and Mailing Address 18/10, Ustad Amir Khan Sarani, Netaji Pally, Kolkata – 700082;
15. The said SRI NIRMAL DAS and SRI NANI GOPAL MAJHI decided to amalgamate the above mentioned (2) Two plots of Land admeasuring more or less 2 (Two) Khathas 3 (Three) Chattaks 40 (Forty) Square feet and 2 (Two) Khathas 3 (Three) Chattaks 41 (Forty One) Square feet into one plot of Land by way of gift.
16. The said SRI NIRMAL DAS gifted 02 (Two) Chattaks of land out of above – mentioned 2 (Two) Khathas 3 (Three) Chattaks 41 (Forty One) Square feet to SRI NANI GOPAL MAJHI vide registered Deed of Gift dated 08th July, 2014, which was registered in the Office of Additional District Sub Registrar, Behala, and was recorded in Book No. – I, Volume No. – 19, Pages from 1452 to 1467, Being No. -05841 for the year of 2014;

17. The said SRI NANI GOPAL MAJHI DAS gifted 02 (Two) Chattaks of land out of above – mentioned 2 (Two) Khathas 3 (Three) Chattaks 40 (Forty) Square feet to SRI SRI NIRMAL DAS vide registered Deed of Gift dated 08th July, 2014, which was registered in the Office of Additional District Sub Registrar, Behala , and was recorded in Book No. – I, Volume No. – 19, Pages from 1289 to 1304, Being No. -05840 for the year of 2014;
18. The said SRI NIRMAL DAS and SRI NANI GOPAL MAJHI jointly became the absolute Owners of ALL THAT piece and parcel of BASTU Land admeasuring more or less about 4 (Four) Khathas 7 (Seven) Chathaks 36 (Thirty Six) Squarefeet lying and situated under Dag No. – 420, Mouza – Haridevpur, previously C.S. khatian No 488,and after Revisional Settlement now Khatian No. – 1015,1016 respectively, Touzi No. – 40, R.S. No. – 35, J.L. No. – 25, Parganas – Khaspur, District – South 24 Parganas, P.S.- previously Behala then Thakurpukur and now Haridevpur, in the records of the Kolkata Municipal Corporation and it was numbered as Premises No. -191, Ustad Amir Khan Sarani, having Assesses No. – 411220901894, and Mailing Address 18/10, Ustad Amir Khan Sarani, Netaji Pally, Kolkata – 700082;
19. For better accommodation and to get more benefit from the said property, the LANDOWNERS/VENDORS herein is desirous of constructing a multi- storied building on the said Land, and entered into a Registered Development Agreement dated 02nd September, 2016, with M/S SUSHOVAN CONTRUCTION, a proprietorship firm, havingits office at 11C, naskar Para road, Kolkata – 700041, duly by its sole proprietor SRI PRADIP SAHA (Pan no.- ASBPS2103H), s/o Late Narayan Pada Saha, by nationality – Indian, by faith – Hindu, by occupation – Business, aged about 49 years, residing at2035, Mhatma Gandhi Road , Kolkata – 700082, P.O. – Haridevpur, P.S. – Haridevpur, Ward No. – 122, District – South 24 Parganas,and the same was in the Office of District Sub Registrar- II, Alipore, and was recorded in Book No. – I, Volume No. – 1602-2016, Pages from 263405 to 263441, Being No. -160209004 for the year of 2016;
20. Subsequent to the above mentioned DEVELOPMENT AGREEMENT dated 02nd September, 2016, the LANDOWNERS executed a Registered POWER OF ATTOENEY bearing no. 160209008 dated 02nd September, 2016, in favour of M/S SUSHOVAN CONTRUCTION and the same registration was done in the Office of District Sub Registrar- II, Alipore, and was recorded in Book No. – I, Volume No. – 1602-2016, Pages from 263532 to 263554;
21. But the said M/S SUSHOVAN CONTRUCTION could not develop the above mentioned Land of the LANDOWNERS within the stipulated period of time mentioned in the registered development Agreement dated 02nd September,, 2016, and being unable to do

so decided to cancel both the above mentioned REGISTERED DEVELOPMENT AGREEMENT dated 02nd September, 2016, and also the REGISTERED POWER OF ATTORNEY date 02nd September, 2016.

22. Since M/S SUSHOVAN CONSTRUCTION has invested money for doing all legal formalities and other purposes and also given money to the LANDOWNERS, so they demanded Rs. 11,00,000/- (Rupees Eleven lacs only), as a refund money for cancelling both the above – mentioned Registered DEVELOPMENT AGREEMENT dated 02nd September, 2016, and also the REGISTERED POWER OF ATTORNEY date 02nd September, 2016.
23. The LANDOWNERS has decided to pay Rs. 11,00,000/- (Rupees Eleven lacs), to M/S SUSHOVAN CONSTRUCTION but since the LANDOWNERS have financial crunch so approached M/S. DISHA CONSTRUCTION, a sole proprietorship firm, having its office at 335, Ustad Amir Khan Sarani, Kolkata – 700082, duly represented by its sole Proprietor SRI. SATYABRATA DAS (PAN No. – AQRPD1413D) (Aadhar No.-251058385024), s/o Late Promod Kishore Das, by nationality – Indian, by faith – Hindu, by occupation – Business, aged about 49 years, residing at 433, Ustad Amir Khan Sarani, Kolkata – 700082, P.O. – Haridevpur, P.S. – Haridevpur, Ward No. – 122, District – South 24 Parganas, (herein after referred to as “DEVELOPER/CONFIRMING PARTY”) for paying the above – mentioned Rs. 11,00,000/- (Rupees Eleven lacs only).
24. The DEVELOPER/CONFIRMING PARTY herein has agreed to pay Rs. 11,00,000/- (Rupees Eleven lacs only) vide RTGS to the LANDOWNERS and the LANDOWNERS have agreed to handover the said LAND to the DEVELOPER/CONFIRMING PARTY for developing the said LAND immediately after cancellation of the both above – mentioned Registered DEVELOPMENT AGREEMENT dated 02nd September, 2016, and also the REGISTERED POWER OF ATTORNEY date 02nd September, 2016.
25. After the cancellation of the said Registered DEVELOPMENT AGREEMENT dated 02nd September, 2016, vide CANCELLATION OF DEVELOPMENT AGREEMENT BEARING O. 160202826, DATED 05TH April, 2019 which was registration in the Office of District Sub Registrar- II, Alipore, and was recorded in Book No. – I, Volume No. – 1602-2019, Pages from 101568 to 101589 and also the REGISTERED POWER OF ATTORNEY bearing no. 160200176 date 05TH April, 2019 which was registration in the Office of District Sub Registrar- II, Alipore, and was recorded in Book No. – I, Volume No. – 1602-2019, Pages from 3485 to 3503, the DEVELOPER/CONFIRMING PARTY has agreed to construct a STRAIGHT III STORED BUILDING on ALL THAT piece of parcel of of BASTU Land admeasuring more or less about 4 (Four) Kathas 7 (Seven) Chathaks 36 (Thirty Six)

Square feet along with 750 (Seven hundred fifty) square feet tin shed structure standing thereon lying and situated under Dag No. – 420, Mouza – Haridevpur, previously C.S. khatian No 488, and after Revisional Settlement now Khatian No. – 1015, 1016 respectively, Touzi No. – 40, R.S. No. – 35, J.L. No. – 25, Parganas – Khaspur, District – South 24 Parganas, P.S.- previously Behala then Thakurpukur and now Haridevpur, in the records of the Kolkata Municipal Corporation and it was numbered as Premises No. -191, Ustad Amir Khan Sarani, having Assesses No. – 411220901894, and Mailing Address 18/10, Ustad Amir Khan Sarani, Netaji Pally, Kolkata – 700082 ;

26. The DEVELOPER/CONFIRMING PARTY has agreed to make the construction of STRAIGHT + III Storied BUILDING on the said LAND as per the BUILDING PLAN sanctioned by the Kolkata Municipal Corporation in consideration of and/or the terms and conditions as mentioned in the Development Agreement dated 29th MAY, 2019, entered between the LANDOWNERS/VENDORS and the DEVELOPER/CONFIRMING PARTY and the same has been registered at the office of D.S.R II Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1602-2019, Pages from – 142083 to 142140, Being No. – 160204046 for the year 2019, and the LANDOWNERS/VENDORS herein named have executed a Development Power of Attorney dated 29th MAY, 2019, to and in favour of the said SRI. SATYABRATA DAS (PAN No. – AQRPD1413D), (Aadhar No. - 251058385024), s/o Late Promod Kishore Das, by nationality – Indian, by faith – Hindu, by occupation – Business, aged about 49 years, residing at 433, Ustad Amir Khan Sarani, Kolkata – 700082, P.O. – Haridevpur, P.S. – Haridevpur, Ward No. – 122, District – South 24 Parganas, sole proprietor of M/S. DISHA CONSTRUCTION, a sole proprietorship firm, having its office at 335, Ustad Amir Khan Sarani, Kolkata – 700082 and the same has been registered in the office of D.S.R. II, Alipore, South 24 Parganas, and recorded in Book no. I, Volume No. 1602-2019, Pages from –142438 to 142469 Being No. 160204057 for the year 2019.

27. The DEVELOPER/CONFIRMING PARTY thereafter started construction of the proposed STRAIGHT + III STORIED BUILDING as per the building sanctioned plan No. – , dated,, on the same Premises.

28. It is pertinent to mention here that the DEVELOPER/CONFIRMING PARTY is selling the below-mentioned FLAT out of the DEVELOPER/CONFIRMING PARTY Allocation received as per the above-mentioned Registered Development Agreement dated 29th May, 2019, entered between the LANDOWNERS/VENDORS and the DEVELOPER/CONFIRMING PARTY.

29. The PURCHASERS have approached the DEVELOPER/CONFIRMING PARTY to purchase the FLAT BEARING NO... on the Floor of the STRAIGHT + III STORIED BUILDING admeasuring a super built up area of (.....) square feet on the side admeasuring a super built up area of (.....) square feet on the side be the same a little more or less along with ALL THAT the common parts and/or general portions and/or common areas TOGETHER WITH the undivided proportionate share or interest in the land comprised in the. Premises No. – Premises No. -191, Ustad Amir Khan Sarani, having Assesses No. – 411220901894, and Mailing Address 18/10, Ustad Amir Khan Sarani, Netaji Pally, Kolkata – 700082 ;(hereinafter referred to as “SAID PREMISES”) particularly described in the SCHEDULE “SECOND” hereunder written) intended to be owned and/or purchased by the PURCHASERS in the SAID PREMISES.

30. At the request of the PURCHASER/S, the DEVELOPER/CONFIRMING PARTY has agreed to sell, transfer and convey the above-mentioned FLAT BEARING NO. ...on the Floor of the STRAIGHT + III STORIED BUILDING admeasuring a super built up area of (.....) square feet on the side consisting of (.....) Bedrooms, (.....) Dinning cum Living or Drawing, (.....) Kitchen, (.....) Verandha/Balcony, (.....) toilet, (.....) W.C., and be the same a little more or less along with ALL THAT the common parts and/or general portions and/or common areas TOGETHER WITH the undivided proportionate share or interest in the land comprised in the Premises No. 191, Ustad Amir Khan Sarani, having Assesses No. – 411220901894, and Mailing Address 18/10, Ustad Amir Khan Sarani, Netaji Pally, Kolkata – 700082 (appurtenant to the above-mentioned intended to be owned and/or purchased by the PURCHASERS on the terms and conditions contained herein below:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The total consideration amount of the above-mentioned FLAT BEARING NO... ..on the Floor of the STRAIGHT + III STORIED BUILDING admeasuring a super built up area of (.....) square feet on the side consisting of (.....) Bedrooms, (.....) Dinning cum Living or Drawing, (.....) Kitchen, (.....) Verandha/Balcony, (.....) toilet, (.....) W.C., be the same a little more or less along with ALL THAT the common parts and/or general portions and/or common areas TOGETHER WITH the undivided proportionate share or interest in the land comprised in the SAID PREMISES shall be Rs.-/-

(Rupeesonly) **exclusive** of all Goods and service (GST) Taxes and other Taxes prevailing as per the law of land.

2. The PURCHASERS has already paid (a) a sum of Rs/- (Rupeesonly) vide cheque dated, bearing No. drawn on Bank, Branch – At the time of entering into this Agreement For Sale;

The PURCHASERS shall again pay (a) a sum of Rs/- (Rupees only) as next part payment after the completion of the basement (b) a sum of Rs./- (Rupees only) as next part payment at the time of Floor Roof Casting; (c) a sum of Rs./- (Rupees only) as next part payment at the time of brick work and inside Plastering (d) a sum of Rs...../- (Rupees only) as next part payment at the time of flooring (e) the rest consideration money amounting to/- (Rupees only) vide account payee cheque / bank draft at the time of registration as mentioned in Schedule “FIFTH” hereunder written out of the total purchase consideration amounting to R.s./- (Rupees only) **exclusive** of all Goods and service (GST) Taxes and other Taxes prevailing as per the law of land, as an earnest money, the receipt of which sum the DEVELOPER/CONFIRMING PARTY hereby acknowledges.

- The Parties covenant that the sale and purchase of the SAID FLAT, more-fully described in the “SECOND SCHEDULE” herein below, shall be completed in within a period of **18 (Eighteen)** from the date hereof. Time shall be the essence of this Agreement.
- Upon tendering the sum of Rs./- (Rupees only) **exclusive** of all Goods and service (GST) Taxes and other Taxes prevailing as per the law of land, as mentioned in Schedule “FIFTH” hereunder written, at the time of registration of sale deed with respect to the FLAT BEARING NO. ... on the Floor of the STRAIGHT + III STORIED BUILDING admeasuring a super built up area of (.....) square feet on the side admeasuring a super built up area of (.....) square feet on the side be the same a little more or less along with ALL THAT the common parts and/or general portions and/or common areas TOGETHER WITH the undivided proportionate share or interest in the land comprised in the SAID PREMISES, more fully described in the “SECOND SCHEDULE” herein below as per the terms of this AGREEMENT, the DEVELOPER/CONFIRMING PARTY shall execute or cause to be executed a duly stamped absolute Sale Deed and conveyance for the entire SAID FLAT as the case may

be, in favour of the PURCHASERS or any of his affiliates, legal heirs or any other person as directed by the PURCHASERS, at the cost of the PURCHASERS and present it before District Sub-Registrar's office having due and relevant jurisdiction and have it duly registered in accordance with the prevailing laws of land. The DEVELOPER/CONFIRMING PARTY covenants that it has all the necessary clearance and permissions required for the sale and/or transfer of such SAID FLAT, more fully described in the "SECOND SCHEDULE" herein below.

- The DEVELOPER/CONFIRMING PARTY hereby represent and warrants to the PURCHASERS as under:
 - The DEVELOPER/CONFIRMING PARTY has a clear and marketable title of the SAID FLAT, free from all kinds of encumbrances, claims or third party rights whatsoever, such as prior sale, mortgage, gift, will, lease, litigation, license, tenancy, lispendens and disputes, stay orders, acquisition, charges, liens, lease, loan, surety, security, and such other encumbrances, and if proved otherwise, then the DEVELOPER/CONFIRMING PARTY shall be liable and responsible to indemnify all the losses/damages thus suffered by the PURCHASERS.
 - That the DEVELOPER/CONFIRMING PARTY has paid all taxes, cesses, dues, duties, maintenance charges and outgoings till date and there are no arrears. The DEVELOPER/CONFIRMING PARTY shall bear and pay all out goings namely municipal taxes, electricity and water charges, maintenance charges and all other such charges in respect of the SAID FLAT, till the date of the registration and, thereafter, the same shall be borne by the PURCHASERS.
 - That no tax or other liability is payable by the DEVELOPER/CONFIRMING PARTY, which could affect or prejudice the ownership right of the PURCHASERS to the SAID FLAT. The DEVELOPER/CONFIRMING PARTY agrees to indemnify and keep the PURCHASERS indemnified for all or any loss, damage, cost or expense that the PURCHASERS may suffer because of any tax claim or demand in breach of this representation.
 - That the DEVELOPER/CONFIRMING PARTY assures and represents that there is no subsisting Agreement for Sale in respect of the SAID FLAT, and the SAID FLAT, has not been disposed of or transferred to any other person or persons under any gift, will, exchange or any other arrangement etc.

- That the DEVELOPER/CONFIRMING PARTY represents and warrants that the SAID FLAT, has not been mortgaged with any bank or financial institution and the SAID FLAT are free from all encumbrances.
- That the DEVELOPER/CONFIRMING PARTY represent that there is no tenancy created in the SAID FLAT, till the date of this AGREEMENT.
- The PURCHASERS shall hold the said above-mentioned FLAT, free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the DEVELOPER/CONFIRMING PARTY and well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the DEVELOPER/CONFIRMING PARTY or by any other person or persons claiming or to claim by, from, under or in trust for them or any of them;
- That the DEVELOPER/CONFIRMING PARTY represents to the PURCHASERS that there is no order of attachment by the Income Tax authorities or by any Revenue Authority or any other Authority or any notice of acquisition / requisition has been received in respect of the SAID FLAT.
- That the DEVELOPER/CONFIRMING PARTY undertakes that excepting the DEVELOPER/CONFIRMING PARTY nobody else has any right, title or interest, claim or demand whatsoever or howsoever in respect of the SAID FLAT and the DEVELOPER/CONFIRMING PARTY has full authority and power to sell, transfer and dispose-off, the SAID FLAT, in favor of the PURCHASERS and receive the Sale Consideration in his favour.
- The DEVELOPER/CONFIRMING PARTY hereby assures the PURCHASERS that he has not violated or contravened and/or shall not violate or contravene any provisions of the law, rules, regulations and bye-laws in force for construction of the building.
- The DEVELOPER/CONFIRMING PARTY agrees that there is no legal impediment or bar within the knowledge of the DEVELOPER/CONFIRMING PARTY whereby the DEVELOPER/CONFIRMING PARTY can be prevented from obtaining any permission and approvals to transfer the SAID FLAT, in favor of the PURCHASERS.
- The DEVELOPER/CONFIRMING PARTY shall sign all applications for the purpose of the mutation of the SAID FLAT, in the name of the PURCHASERS and shall sign all

such documents to assign and transfer the SAID FLAT, in the name and in favor of the PURCHASERS.

- The DEVELOPER/CONFIRMING PARTY agrees to indemnify, and hold harmless the PURCHASERS from any and all claims, demands, costs, expenses, actions, injuries of any nature and liabilities arising out of any claim that may be raised or attributable to the DEVELOPER/CONFIRMING PARTY and for breach of any of the representations and warranties, or of their obligations under this AGREEMENT.
- That all the expenses for this AGREEMENT and stamp duty, registration charges etc. have to be borne and paid by the PURCHASERS.
- The DEVELOPER/CONFIRMING PARTY has handed over all the title documents in possession of the DEVELOPER/CONFIRMING PARTY to the PURCHASERS for further verification.
- The DEVELOPER/CONFIRMING PARTY hereby indemnifies and keeps the PURCHASERS or his successors-in-title fully indemnified against any loss or liability cost or claims, action or proceedings, if any may arise, at any time in future against him owing to any defect in or for want of clear and marketable title or due to any defect, violation or non-compliance of any of the declarations or covenants herein contained;
- THE PURCHASERS DOTH HEREBY COVENANTS TO THE DEVELOPER/CONFIRMING PARTY THAT:
 - The PURCHASERS shall not throw dirt, rubbish, refuse in the compound or any portion of the SAID PREMISES and/or permit or used to be permitted to do so.
 - The PURCHASERS shall not store any, bring in, or allow being stored in the said FLAT, or the compound of the SAID PREMISES any such article which may endanger the structure of the SAID PREMISES and/or rights of other Co-owners of the said Building.
 - The PURCHASERS shall not hang or attach to the beam any article or machinery which will affect and endanger or damage construction of the SAID PREMISES.

- The PURCHASERS shall not demolish or cause to be demolished the SAID FLAT and, and/or the said building or any part thereof at any time hereafter.
 - The PURCHASERS shall not close or permit to be closed any passage and all other common portion which will affect the right of use or enjoyment of the said premises by other Co-owners.
 - The PURCHASERS shall not make any structural alteration or addition of permanent nature in the said FLAT, without obtaining any prior sanction of the Municipal Authority.
 - The PURCHASERS shall not use the said FLAT, for any other purpose other than commercial use.
 - The PURCHASERS shall at his own cost bring the separate commercial electric meter for the Said FLAT, and also do the mutation of the Said FLAT, at his own cost. The Developer/Confirming Party shall not bear any cost either for the electric meter for the said FLAT, and also for mutating the said FLAT in the name of the PURCHASERS.
- THE PURCHASERS AND THE DEVELOPER/CONFIRMING PARTY FURTHER AGREES THAT:
- As soon as reasonably possible, the Co-owners of the Building will form an Association or Society and the management and maintenance of the building will be taken over by such Association.
 - After formation of such Association or Society all the other Co-owners will observe and perform the Rules to be framed by such Association or Society.
 - So long as any such Association or Society is not formed by the other Co-owners, the PURCHASERS will pay all proportionate Municipal Taxes so assessed by the Municipal Authority and the proportionate maintenance charges and other dues so referred to in Schedule "FOURTH" hereunder written in respect of the said FLAT, punctually and regularly.
 - After payment of all dues payable to the DEVELOPER/CONFIRMING PARTY, the PURCHASERS shall be entitled to let out and/or part with the possession of the said

FLAT, or any portion thereof for residential use only subject to the terms and conditions contained herein.

- The Courts of Kolkata shall have exclusive jurisdiction to entertain and/or try all actions suits and proceeding arising out of this agreement.

- All notices hereunder served by either of the Parties to the other Parties at the last known address of the Party shall be deemed to have been served properly.

- **GOVERNING LAW**

This AGREEMENT shall be governed by and shall be construed in accordance with the laws of India.

- **DISPUTE RESOLUTION.**

- Negotiation

Subject to applicable laws, the Parties shall negotiate in good faith and use reasonable efforts to settle any dispute, controversy or claim arising from or related to this AGREEMENT (each, a "Dispute"). In the event that the Parties are unable to, within 30 (thirty) days, to reach a resolution, such Dispute shall be referred for negotiation to a mutually acceptable party who shall attempt in good faith to reach a resolution of the Dispute. If the foregoing procedures fail to achieve a mutually satisfactory resolution within 30 (thirty) days, then either Party may, by written notice to the other Party, elect to have the matter settled by binding arbitration pursuant to Section (*Arbitration*) of this AGREEMENT.

- Arbitration

Any Dispute not resolved in accordance with Section of this AGREEMENT (*Negotiation*) shall be referred to binding arbitration under the Indian Arbitration and Conciliation Act, 1996 and the rules made there under, as amended and in force, from time to time.

Each Party involved in the dispute shall appoint one arbitrator within 15 (fifteen) days of the dispute arising and the arbitrators so appointed shall appoint the presiding arbitrator., failing which the third arbitrator shall be appointed in accordance to the Indian Arbitration and Conciliation Act, 1996.

It is expressly agreed between the Parties that:

- The venue of such arbitration shall be Kolkata;
- The arbitration proceedings shall be conducted in the English Language.

- The arbitration award shall be final and binding.

- JURISDICTION

Each of the Parties agree that the courts and tribunals in Kolkata shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this AGREEMENT and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with this AGREEMENT may be brought in such courts or the tribunals and the Parties irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals.

- NOTICE

Except as otherwise expressly provided herein, all notices and other communications provided for hereunder or there under shall be (i) in writing (including telex and tele-copier) and (ii) telexed, telecopied or sent by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a Party hereto at its address and contact number specified below, or at such other address and contact number as is designated by such Party in a written notice to the other Party hereto.

All such notices and communications shall be effective (i) if sent by telex, when sent (with the correct answerback), (ii) if sent by tele-copier, when sent (on receipt of a confirmation to the correct tele-copier number), (iii) if sent by person, when delivered, (iv) if sent by courier, (a) 2 (two) Business Day after deposit with an overnight courier if for inland delivery and (b) 5 (five) Business Days after deposit with an international courier if for overseas delivery and (v) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.

Provided however that any notice or communication to the VENDOR or the PURCHASERS shall be effective only on actual receipt by the officer of any such Person for whose attention the notice or communication has been expressly marked.

An original of each notice and communication sent by telex or telecopy shall be dispatched by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) and, if such person or courier service is not available, by registered airmail (or, if for inland delivery, registered first class mail) with postage prepaid, provided that the effective date of any such notice shall be determined in accordance with this Section of the AGREEMENT without regard to the dispatch of such original.

- PARTIAL INVALIDITY

If, at any time, any provision of this AGREEMENT is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

SCHEDULE "FIRST" ABOVE REFERED TO

Description of Premises

31. ALL THAT piece and parcel of the BASTU Land admeasuring more or less about 4 (Four) Khathas 7 (Seven) Chathaks 36 (Thirty Six) Square feet along with 750 (Seven hundred fifty) square feet tin shed structure standing thereon lying and situated under Dag No. – 420, Mouza – Haridevpur, previously C.S. khatian No 488, and after Revisional Settlement now Khatian No. – 1015, 1016 respectively, Touzi No. – 40, R.S. No. – 35, J.L. No. – 25, Parganas – Khaspur, District – South 24 Parganas, P.S.- previously Behala then Thakurpukur and now Haridevpur, in the records of the Kolkata Municipal Corporation and it was numbered as Premises No. -191, Ustad Amir Khan Sarani, having Assesses No. – 411220901894, and Mailing Address 18/10, Ustad Amir Khan Sarani, Netaji Pally, , within the limits of the Kolkata Municipal Corporation, Municipal Ward No. -, Borough –....., P.O. – Haridevpur, P.S. – Haridevpur, District – South 24 Parganas, Kolkata – 700082, TOGETHER WITH all the fittings and fixtures thereto having right to common service areas and facilities, which is butted and bounded in the following manner:

BUTTED AND BOUNDED BY;

On the NORTH: North 10 ft KMC Road;

On the SOUTH: Others Land;

On the EAST: Land and House of Arun Sarkar and Dipali Sarkar;

On the WEST: Land and House of Bakul Rani Sarkar;

SCHEDULE "SECOND" ABOVE REFERED TO

Description of FLAT

ALL THAT, piece and parcel of self- contained residential FLAT Bearing No.on the Floor of the STRAIGHT + III STORIED BUILDING measuring a super built up area of (.....) square feet on the side consisting of (.....) Bedrooms, (.....) Dinning cum Living or Drawing, (.....) Kitchen, (.....) Verandha/Balcony, (.....) toilet, (.....) W.C., be the same a little more or less along with ALL THAT the common parts and/or general portions and/or common areas TOGETHER WITH the undivided proportionate share or interest in the land comprised in the. Premises No. – 191, Ustad Amir Khan Sarani, having Assesses No. – 411220901894, and Mailing Address 18/10, Ustad Amir Khan Sarani, Netaji Pally, within the limits of the Kolkata Municipal Corporation, Municipal Ward No. - 122, Borough –....., P.O. – Haridevpur, P.S. – Haridevpur, District – South 24 Parganas, Kolkata – 700082.

SCHEDULE “THIRD” ABOVE REFERRED TO

Common Areas

- Common Passage including main entrance leading to the building.
- Meter room and Main gate;
- Stair cases and landings
- Roof/terrace

SCHEDULE “FOURTH” ABOVE REFERRED TO

Common Expenses

- The cost of cleaning and lighting of the passage, landings, stair-case and other portion of the building as enjoyed or used by the PURCHASERS as aforesaid in common;
- The cost of salaries of Darwans, if any, sweepers, pump men, electricians, care taker and others employees, if any, for maintenance of the Building.

SCHEDULE “FIFTH” ABOVE REFERRED TO

Payment structures

- By Cheque on : Rs.....,00,000/-
- By Cheque at the time of: Rs.,00,000/-
- By Cheque at the time of: Rs.....,00,000/-
- By Cheque at the time of: Rs.....,00,000/-
- By Cheque at the time of: Rs.,00,000/-
- At the time of Registration : Rs.,00,000/-

Total (Rupees Twenty Eight Lacs) only

R.s.....,00,000/-

SPECIFICATIONS

CIVIL SUPERSTRUCTURAL WORKS

- A. FOUNDATION WORK (as per sanctioned Plan and Engineer advise): Excavation, single layer brick flat soiling (joint filling with silver sand) P.C.C. (1:3:6) casting work with M20 for grade of concrete combined Footing and isolated footing, tie bean, filling, filling with available excavated earth.
- B. R.C.C. FRAME STRUCTURE (as per sanctioned Plan and Engineer advise): Shuttering reinforcement and casting with M20 grade concrete for slab including bean, stair case, Stair, head room, as per sanction plan.
- C. BRICK WORK (as per sanctioned Plan and Engineer advise): External brickwork 200mm. with cement mortar (1.6), internal brick work 125mm/75mm.with cement mortar, (1.4) (every 3rd layer reinforced with wire net for 125mm/75mm, brick work)125mm. The brick parapet wall on roof terrace. (1 no. Bricks)
- D. INSIDE PLASTERING (as per Engineer advise): Inside wall with ceiling plaster with cement Mortar (1:6) for wall and (1:4) for ceiling single Layer. Thickness of plastering - 12mm.
- E. LINTEL & CHAJJA: Shuttering, reinforcement work and R.C. casting for internal loft, lintan and chajja etc. (1) Iron rod used (ISI) brand Fee 500 steel), (2) Cement (Ambuja).

- F. DRIVEWAY: Soiling P.C.C. and A.S.F for driveway and open area.
- G. WODDEN WORK: Door Frame shall be made by Sal wood (4"x 2½') (2) 35 mm phenol bonded (water resistant) commercial flash door for all the door with the best quality hinges and screws (Toilet of Sintex make P.V.C)
- H. STAIRS: Staircase as per plan.
- I. WINDOW: All windows to be covered by aluminum channel (Sliding Palla) with Grill for exhaust fan opening in bath and kitchen glass paneled stair window.
- J. FLOORING WORKS: All bed room living/dining, toilet and verandah covered with marble 2 X 2 (range of the marble Rs.50/- to 55/-), if the purchaser choice their marble extra charge will be paid by the purchasers.
- K. DADO WORKS: Light colored glazed tiles (up to 6 - 6' height) for Toilets (3'-0' height over for Kitchen), single layer Kitchen counter slab covered by black stone (only side) extra work will be extra charges. Still Sink (16" X 22").
- L. ELECTRIC WORK: (1) P.V.C. pipe line laying in time of slab casting. (2) Groove cutting on brick wall and laying the P.V.C conceal pipe with Modular Box fixing. (3) I.S.I brand Wire (Finolex/Havells) and Pritam Switch be used. (4) MCB box fitting of each flat. (5) Provision for telephone and cable line also done for all flats. 6) A.C. Point for one bed room only (extra point will be chargeable).
- M. PLUMBING & SANITATION: (1) All R.W.D pipes and waste pipes will be P.V.C pipes of supreme makes. (2) Hot water conceal line will be U.P.V.C and C.P.V.C. pipes and on roof level water ring line (P.V.C). (3) Commode/Basin will be (PARRYWARE) brand. (4) Hot & Cold water systems will be done at every toilets; (5) Necessary stopcock, bibcock, pillar cock fixing in each and every common toilets, (6) 16" X 22" without drain board one steel sink fixed in each kitchen. (7) P.V.C water support fixed at each verandah. (8) Underground Sewerage line will be S.W.G pipe. (9) Over head water tank P.V.C pattern (Multi-Layer).
- N. PAINTING WORK: (1) Inside wall and ceiling finish with 3 mm (Putty), (2) Weather Coat to be used on the front side of the outer wall of the Building; (3) Enamel Paint of best quality over a base coat of primer on steel surface.

O. EXTRA WORK: Any extra work like modernization of kitchen and other things will sole depend on the DEVELOPER/CONFIRMING PARTY and the PURCHASERS shall have to pay extra cost for any extra work done by the DEVELOPER/CONFIRMING PARTY

IN WITNESS WHEREOF the Parties herein have affixed their respective signatures to this AGREEMENT FOR SALE at Kolkata, on this day of, 2021, in presence of the witnesses:

.....
SRI

WITNESSES:

1.

.....
SMT.

2.

SIGNATURE OF THE PURCHASERS

.....
SRI SATYABRATA DAS

SOLE PROPRIETOR OF M/S. DISHA.
CONSTRUCTION SIGNATURE OF DEVELOPER/
CONFIRMING PARTY/CONSTITUTED
LAWFUL ATTORNEY

DRAFTED AND PREPARED BY ME:

.....
ANINDITA BHATTACHARJEE, ADVOCATE,
AT CALCUTTA HIGH COURT,
ENROLMENT NO. F/280/2017;
Mob: 7278334978.