

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day
of , Two Thousand and Nineteen (2019) **BETWEEN**

OWNERES:

(1) **CHARLES COMMERCIAL (P) LIMITED**, (PAN: AABCC2791A) a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 4th Floor, Room No.18, Kolkata-700 001, Post Office General Post Office, Police Station-Hare Street, Kolkata- 700 001 having CIN: U51109WB-1996PTC081136, represented by its director **MRS. PUSHPA BHUTORIA**, wife of Arrun Bhutoria working for gain at Charles Commercial Private Limited and having, by faith-Hindu, by occupation – Business, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Sheakpear Sarani, Kolkata-700071, (2) **OM TOWERS (P) LIMITED**,(PAN:AAACO3421E) a Company incorporated under the Companies Act.1956 having its registered office at 23A, N.S. Road, 4th Floor, Room No. 6, Kolkata –700 001, Post Office-General Post Office, Police Station-Hare Street, Kolkata-700001 having CIN-U45021-WB1996PTC08119 and, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Prakaash Bhutoria working for gain at Shiv Niketan Private Limited and having (PAN-**AFVPB8282R**) by faith – Hindu, by occupation – Business, residing at Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata -700071, Represented by its Constituted Attorney of **SHIV NIKETAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Kolkata-700104 having CIN U70101WB1996PTC081121 AND PAN AAEC3891G, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Mr. Prakash Bhutoria, working for gain at Shiv Niketan Private Limited and having PAN AAEC3891G, by faith – Hindu, by occupation – Business, residing at residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Sheakpear Sarani, Kolkata -700071, by a Registered Power of Attorney which was registered in the office of The DSR - IV South24-Parganas, West Bengal and recorded in Book No.1, Volume no 1604-2019, Pages to, Being no.16040..... for the year 2019 hereinafter collectively referred to as “The owners” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successor-in-office/interest and/or assigns) of the **FIRST PART.**

AND

PROMOTER:

SHIV NIKETAN PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Kolkata-700104 having CIN U70101WB1996PTC081121 AND PAN AAEC3891G, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Mr. Prakash Bhutoria, working for gain at Shiv Niketan Private Limited and having PAN AAEC3891G, by faith – Hindu, by occupation – Business, residing at residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Sheakpear Sarani, Kolkata -700071, authorised vide Board resolution dated hereinafter collectively referred to as “**THE PROMOTER/ CONFIRMING PARTY**” (which expression shall unless excluded by or repugnant to the context be deemed

to mean and include their respective successors or successor-in-office/interest and/or assigns) of the **SECOND PART**.

AND

ALLOTTEE:

....., (PAN), son of, by faith-Hindu, by occupation – Service, by Nationality-Indian, residing at
....., hereinafter collectively referred to as “**ALLOTTEE** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successor-in-office/interest and/or assigns) of the **THIRD PART**.”

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

"Parties" shall mean collectively the Seller and the Purchaser and "Party" means each of the Seller and the Purchaser individually.

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.
- e) “**Building Complex**” shall mean and include the said premises and the New Buildings there at with the Common Areas and Installations;
- f) “**Co-owners**” shall mean (a) all the allottees of Units in the Building Complex excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendor or the Promoter, shall mean the Promoter or the Vendor, as the case may be.
- g) “**Promoter**” shall mean **SHIV NIKETAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Kolkata-700104 having CIN U70101WB1996PTC081121 AND PAN AAEC53891G, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Mr. Prakash Bhutoria, working for gain at Shiv Niketan Private Limited and having PAN AAEC53891G, by faith – Hindu, by occupation – Business, residing at

residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Sheakpear Sarani, Kolkata -700071, and include its successors or successors-in-office and/or assigns;

h) **“Development Agreement”** shall mean the agreement dated between the Vendors and the Promoter and registered with Office of The D.S.R. - IV South 24 Parganas, West Bengal in Book -I Volume No. 1604-2019 Pages to Being No. 16040..... for the year 2019 and include any modifications thereof as agreed between the Vendors and the Promoter in writing.

i) **“Common areas “** mean,

i) The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for the phase;

ii) The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of buildings;

iii) The common basements, terraces, parks, play areas, open parking areas and common storage spaces;

iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staff or for the lodging of community service personnel;

v) Installation of central services such as electricity, gas, water and sanitation, air-conditioning, system for water conservation renewable energy;

vi) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installation for common us;

vii) Community Hall as provided in the real estate project;

viii) All other portion of the project necessary or convenient for it's maintenance, safety, etc. and in common us;

j) **“Allottee”** shall mean one or more Allottees named above and include:-

a. in case of an individual, his/her heirs executors administrators legal representatives and/or assigns;

b. in case of a HUF, its members for the time being their respective heirs executors administrators legal representatives and/or assigns;

c. in case of a partnership firm or LLP, its partners for the time being their respective heirs executors administrators legal representatives and/or assigns and in case of LLP shall also include its successors or successors-in-office and/or assigns;

d. in case of a Company, its successors or successors-in-office and/or assigns;

e. in cases not falling within any of the above categories, the constituent of the Allottee as its nature and character permits and their heirs legal representatives or successors as the case may be and/or assigns.

k) **“Vendor”** shall mean (1) **CHARLES COMMERCIAL (P) LIMITED, (PAN: AABCC2791A)** a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 4th Floor, Room No.18, Kolkata-700 001, Post Office General Post Office, Police Station-Hare Street, Kolkata- 700 001 having CIN: U51109WB-1996PTC081136, represented by its director **MRS. PUSHPA BHUTORIA**, wife of Arrun Bhutoria working for gain at Charles

Commercial Private Limited and having, by faith—Hindu, by occupation – Business, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Sheakpear Sarani, Kolkata-700071,(2) **OM TOWERS (P) LIMITED,(PAN:AAACO3421E)** a Company incorporated under the Companies Act.1956 having its registered office at 23A, N.S. Road, 4th Floor, Room No. 6, Kolkata –700 001, Post Office-General Post Office, Police Station–Hare Street, Kolkata-700001 having CIN-U45021-WB1996PTC08119 and, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Prakaash Bhutoria working for gain at Shiv Niketan Private Limited and having (**PAN-AFVPB8282R**) by faith – Hindu, by occupation – Business, residing at Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata -700071, and include its and each of its successors or successors-in-office and/or assigns;

l) Words importing masculine gender shall according to the context mean and construe feminine gender and/or neuter gender as the case may be; Similarly words importing feminine gender shall mean and construe masculine gender and/or neuter gender; Likewise words importing neuter gender shall mean and construe masculine gender and/or feminine gender;

m) Words importing singular number shall according to the context mean and construe the plural number and vice versa. Similarly words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa;

RECITALS:

WHEREAS

1) By virtue of Deed of gift dated 13th August, 2001, one Jugal Kishore Mondal who was of the absolute owner of piece and parcel of Sali land admeasuring 11 decimals be the same a little more or less comprised in R.S. Dag no. 386, corresponding to L.R. Dag No. 442 under L.R. Khatian No. 572, Touji No. 1313, J.L. No. 19, R.S. No. 157 situated and lying at Mouza: Nowbad, under Rash punja Gram Panchayat, P.S. Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas(South) (hereinafter referred to as said property I) transferred and conveyed by way of gift in consideration of natural love and affection to one Narayan Chandra Mondal. That said Deed of gift was registered at the office of A.D.S.R. Bisnupur recorded in Book No. I, Volume No. 32 from pages 51 to 54 being No. 2890 for the year 2001.

2) Thereafter, by and through a registered Deed of Conveyance dated 29th January 2008, registered in the office of Additional Registrar of Assurance-I, Kolkata, in Book no. 1, Volume No. 1, Pages 01 to 14, being no. 01148 for the year 2008 made between Narayan Chandra Mondal therein referred to as the vendors of the one part sold, transferred and conveyed said property 1) to Baywatch Real Estates Pvt. Ltd. therein referred to as the Purchaser of the other part.

3) Thereafter, Baywatch Real Estate Pvt. Ltd name has been recorded in the L.R. record of Block land and land reforms office as an absolute owner in L.R. Khatian no. 1022.

4) Thereafter, Baywatch Real Estate Pvt Ltd. being the vendor sold transferred and conveyed said property I to Charles Commercial Pvt. Ltd represented by one of its Director

Mrs. Pushpa Bhutoria. The said deed was registered at the office of A.D.S.R Bhishnupur recorded in book no. 1, volume no. 22, pages from 3032 to 3047 being no. 05850 for the year 2014.

(Out of 11 Decimal of land project area is 10.60 decimal comprised in R.S. Dag no. 386 corresponding to L.R. Dag no. 442, Khatian No. 1401)

WHEREAS

1. At all material times one Sri Shyama Charan Naskar was the recorded owner who absolutely seized and possessed of all the piece and parcel admeasuring 31 decimals be the same a little more or less out of which 16 decimals is comprised in R.S. Dag No. 387, corresponding to L.R. Dag No. 443, under L.R. Khatian No. 652, 11 Decimals comprised in R.S. Dag no. 388, corresponding to L.R. Dag No. 444 and 4 Decimals is comprised in R.S. Dag No. 389 corresponding to L.R. Dag No. 445 all under L.R. Khatian No. 651, R.S. No. 157, Touji No. 1313, J.L. No. 19, situated and lying at Mouza Nowbad, under Rash Punja Gram Panchayat, P.S. Bhishnupur, A.D.S.R Bhishnupur, in the district of 24-Parganas (South) (hereinafter referred to as property of Shyama Charan Naskar).

2. At all material times one Smt. Satya Bala Naskar alias Smt. Swarna Bala Naskar wife of Shyama Charan Naskar was the recorded owner of all that piece and parcel of Sali land admeasuring 16 Decimal be the same a little more or less compruised in R.S. Dag no. 392 corresponding to L.R. Dag No. 448, under L.R. Khatian No. 671, R.S. No. 157, Touji No. 1313, J.L. no. 19, situated and lying at Mouza: Nowbad, under Rashpunja Gram Panchayat, P.S. Bhishnupur, A.D.S.R Bhishnupur, in the district of 24-Parganas(South)(hereinafter referred to as property of Satya Bala Naskar)

3. The said ShyamaCharanMondal died interstate on 28th October 1996 leaving behind Him surviving his wife Satya Bala Naskar alias Smt. Swarna Bala Naskar Four sons namely 1) Sri Ananda Naskar, 2) Sri Biswanath Naskar, 3) Sri Tapan Naskar, 4) Sri Gobinda Naskar and 3 daughters namely 1) Smt. Sanaka Sapui, 2) Smt. Kanchan Naskar, 3) Smt. Maneka Naskar (Ghosh) as his only legal heir and representatives who inherited the property of Shyama Charan Naskar

4. Thereafter his wife Satya Bala Naskar alias Swarna Bala Naskar died intestate on 3rd april 2000 leaving behind her surviving the above mentioned 4 son and 3 married daughters as her only legal hiers and representatives who inherited the property of Shyama Charan Naskar as well as the property of Satya Bala Naskar.

5. Subsequently, 1) Sri Ananda Naskar, 2) Sri Biswanath Naskar, 3) Sri Tapan Naskar, 4) Sri Gobinda Naskar and 3 daughters namely 1) Smt. Sanaka Sapui, 2) Smt. Kanchan Naskar, 3) Smt. Maneka Naskar (Ghosh) became the sole and absolute owner of the property of Shyama Charan Naskar and property of Satya Bala Naskar

6. By and through a registered Deed of Conveyance dated 21st July, 2008 registered in the office of Additional Registrar of Assurance-I, Kolkata, in Book no. 1, Volume No. 22, Pages 1957 to 1980, being no. 8895 for the year 2008 made between Ananda Naskar & ors therein referred to as the vendors of the one part sold, transferred and conveyed all that piece and parcel of Sali land admeasuring 47decimals (property of Shyama Charan Naskar

and property of Satya Bala Naskar) be the same a little more or less out of which 16 decimals comprised in R.S. Dag no. 387 corresponding to L.R. Dag No. 443, 11 Decimals comprised in R.S. Dag no. 388, corresponding to L.R. Dag no. 444, 4 decimals comprised in R.S. Dag No. 389, corresponding to L.R. Dag No. 445 and 16 Decimals comprised in R.S. Dag no. 392, corresponding to L.R. Dag no. 448 all under L.R. Khatian No. 652, 651 and 671, Touji No. 1313, J.L. No. 19, R.s. No. 157 situated and lying at Mouza: Nowabad, under Rashpunja Gram Panchayat, P.S. Bishnupur, A.D.S.R Bishnupur, in the district of 24-Parganas(South) to Baywatch Real Estates Pvt. Ltd. therein referred to as the Purchaser of the other part. Thereafter, Baywatch Real Estate Pvt. Ltd name has been recorded in the L.R. record of Block land and land reforms office as absolute owner in L.R. Khatian no. 1022.

7. By virtue of Deed the said Baywatch Real Estate Pvt. Ltd became the owner of all that piece and parcel of Sali land admeasuring 47 decimals be the same a little more or less.

8. Thereafter, Baywatch Real Estate Pvt Ltd. being the vendor sold transferred and conveyed all that piece and parcel of Sali land admeasuring property of Shyama Charan Naskar and property of Satya Bala Naskar to Charles Commercial Pvt. Ltd represented by one of it's director Mrs. Pushpa Bhutoria. The said deed was registered at the office of A.D.S.R Bishnupur recorded in book no. 1, volume no. 22, pages from 3016 to 3031 being no. 05849 for the year 2014.

(It is pertinent here to mention that out of 47 decimal of land, 16 decimal comprised in R.S. Dag No. 387 corresponding to L.R. Dag no. 443, is the project land out of which the project area is 12.4 decimal)

WHEREAS

1. At all material times one Sri Ram Chandra Mandal was a recorded owner of all the piece and parcel of Sali land admeasuring 4 decimals in R.S Dag No. 110 under Khatian No. 707 comprised in mouza: Uttar Kajirahat Thereafter, Sri Ram Chandra Mandal died intestate leaving behind surviving his wife Smt.Nilima Mondal and one son Sri Subhendu Mondal who inherited the said property III.

2. By virtue of a deed of conveyance dated 16.04.2009, Smt. Nilima Mondal, Sri Suvendu Mondal sold, transferred, and conveyed the Said Property-III to Shiv Niketan pvt.ltd. represented by one of its director Shri Lalit Kumar Bhutoria. The said deed was registered at the office of sub-registrar Bishnupur, recorded in book number 1, volume number 8, and pages from 3514 to 3526 being deed no. 2093 of the year 2009.

3. Thereafter by above mentioned deed Shiv Niketan Pvt.ltd. represented by one of its director Shri Lalit Kumar Bhutoria became the sole and absolute owner of all that piece and parcel of Sali land admeasuring 04 decimal comprised in R.S. Dag no.110 and corresponding to L.R. dag no. 110 comprised in Mouza Uttar Kajirhat, khatian No. 1405.

WHEREAS

1. By virtue of deed of conveyance dated 19.12.1990 one Sri Sudhir Chandra Mondal sole transferred and conveyed all the piece and parcel of Sali land admeasuring 22 decimal comprised in Dag No. 110, Khatian No. 331 situated in Mouza Uttar Kajirhat, to one Sri

Jitandra Nath Pal. The said Deed was registered at the office of A.D.S.R. Bishnupur recorded in Book no. 1, Volume No. 11, pages from 343 to 348 being Deed No. 888 for the year 1990

2. Thereafter, by virtue of deed of conveyance dated 24.01.2011, Shri Sadhan Chandra Paul, Smt. Kanan Paul sold transferred and conveyed all that piece and parcel of Sali land admeasuring 11 decimal be it little more or less out of 22 Decimal comprised in dag no. 110 khatian 1405 mouza Uttar Kajirahat, South 24 Parganas to Shiv Niketan Pvt.ltd. represented by one of its director Shri Lalit Kumar Bhutoria. The said deed was registered registered at the office of sub-registrar Bishnupur recorded in book no. 1, volume no. 1 pages from 5217 to 5228 being deed no. 347 for the year 2011.

3. Thereafter by above mentioned deed Shiv Niketanpvt.ltd. represented by one of its director Shri Lalit Kumar Bhutoria became the sole and absolute owner of the Said Property

WHEREAS

1. By virtue of deed of conveyance dated 19.04.1994 one Smt. Parul Naskar sold, transferred and conveyed all that piece and parcel of land admeasuring 16 decimal in R.S. Dag No. 110 corresponding to L.R. Dag No. 110, R.S. Khatian No. 331, L.R. Khatian No. 1405, situated and lying at Mouza Uttar Kajirhat , J.L. No. 22, Touji No 3,4,5, Pargana Magura, P.S. Bishnupur, A.D.S.R. Bishnupur to Sri Samir Kumar Mondal. The said Deed was registered at the office of A.D.S.R Bishnupur and recorded in Book no. I, Volume NO. 42, Pages from 219 to 222, being Deed no. 3958 for the year 1994.

2. Thereafter By virtue of deed of conveyance dated 3.11.2008 Shri Samir Kumar Mondal sold transferred and conveyed to Shiv Niketan Pvt. ltd. represented by one of its director Shri Lalit Kumar Bhutoria. The said deed was registered at the office of sub-registrar Bishnupur recorded in book no. 1, volume no. 19 pages from 1354 to 1367 being deed no. 4968 for the year 2008.

3. Thereafter by above mentioned deed Shiv Niketanpvt.ltd. represented by one of its director Shri Lalit Kumar Bhutoria became the sole and absolute owner of above mentioned property.

WHEREAS

Thereafter by virtue of Deed of Conveyance dated 06.09.2013, Shiv Niketan Pvt. ltd. represented by one of its director Shri Lalit Kumar Bhutoria sold, transferred, and conveyed, said Property to Om Towers pvt.ltd. represented by one of its director Smt. Pushpa Bhutoria. The said deed was registered at the office of sub-registrar Bishnupur recorded in book no. 1, volume no. 2, pages from 5255 to 5286 being deed no, 4806 for the year 2013.

(Out of 31 decimal of land the project area is 27.70 decimal.)

WHEREAS

1. By virtue of Deed of Conveyance 19.09.1994, one Sri Bishnupada Mondal sold transferred and conveyed all that piece and parcel of Sali land admeasuring 15 Decimal in R.S. Dag no. 111 corresponding to L.R. Dag no. 111, R.S. Khatian No. 331 situated and lying at Mouza- Uttar Kajirahat, J.L. No. 22, Touzi No. 3,4,5 Pargana Magura, P.S. and A.D.S.R office Bishnupur to Sri Samir Kumar Mondal. The said Deed was registered at the office of

the A.D.S.R Bishnupur and recorded in Book No. I, Volume No. 35, Pages from 409 to 412 being no. 3969 for the year 1994.

2. By virtue of deed of conveyance dated 3.11.2008 Shri Samir Kumar Mondal sold transferred and conveyed all that piece and parcel of Sali land admeasuring Said Property South 24 Parganas to Shiv Niketan Pvt. Ltd. represented by one of its director Shri Lalit Kumar Bhutoria. The said deed was registered at the office of sub-registrar Bishnupur recorded in book no. 1, volume no. 19 pages from 1354 to 1367 being deed no. 4968 for the year 2008.

3. Thereafter by above mentioned deed Shiv Niketan Pvt. Ltd. represented by one of its director Shri Lalit Kumar Bhutoria became the sole and absolute owner of the said property.

4. By virtue of another deed of conveyance dated 06.09.2013, Shiv Niketanpvt. Ltd. represented by one of its director Shri Lalit Kumar Bhutoria sold, transferred, conveyed to Om Towers pvt.ltd. represented by one of its director Smt. Pushpa Bhutoria. The said deed was registered at the office of sub-registrar Bishnupur recorded in book no. 1, volume no. 2, pages from 5255 to 5286 being deed no, 4806 for the year 2013.

(Out of 15 decimal of land the project area is 9 decimal.)

WHEREAS

1. Thereafter, by a registered Deed of Conveyance 7th February 2008, registered in the office of Additional Registrar of Assurance-I, Kolkata in Book No. I, Volume No. 3, pages 6103 to 6125, being no. 01075 for the year 2010 made between Pramada Sardar & ors. therein referred to as the Vendor of the One part sold, transferred and conveyed all of that piece and parcel of Sali land admeasuring 12 Decimals be the same a little more or less comprised in R.S. Dag No. 116, corresponding to L.R. Dag No.116 under R.S. Khatian No. 405,518 and 588, L.R. Khatian No. 1348, Touji No. 3,4,5, J.L. No. 22, R.S. No. 158 situated and lying at Mouza- Uttarkazirhat, under Paschim Bishnupur Gram Panchayat P.S. Bishnupur, A.D.S.R. Bishnupur in the District of 24 Parganas (South) to Collective Infrastructure Developers Pvt. Ltd therein referred to as purchaser.

2. By virtue Deed the said Collective Infrastructure Developers Pvt. Ltd became the owner of all that entire piece and parcel of Sali land admeasuring 12 decimals be the same a little more or less.

3. Thereafter, Collective Infrastructure Developers Pvt. Ltd being the vendors sold transferred and conveyed all that piece and parcel of Sali land admeasuring to Charles Commercial Pvt. Ltd represented by one of it's director Mrs. Pushpa Bhutoria. The said deed was registered at the office of A.D.S.R Bishnupur recorded in book no. 1, volume no. 22, pages from 3048 to 3065 being no. 05851 for the year 2014.

WHEREAS, Owners herein become joint the owners of Land measuring 181.30 (One hundred Eighty one) decimal, more or less, Mouza: Nowabad, and Uttar Kajirhat, L.R. Dag no. 441, 442, 443, 474, 110,111,116, J.L. No. 19, Police Station Bishnupur, within the limits of Rashapunja Gram Panchayat area, A.D.S.R Bishnupur, District South 24 Parganas.

B. owners herein become absolute owners of total land measuring 181.30 decimal and they jointly seized and possessed of and/or otherwise well and sufficiently entitled to as the

full and absolute owners of ALL THAT 181.30 decimal morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written having undivided share therein and have caused their names to be mutated in the records of the Panchayet in respect thereof.

A. Vendors jointly seized and possessed of and/or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** piece and parcel of land containing an area measuring 181.30 (One hundred Eighty one point thirty) decimal, more or less, Mouza: Nowabad, Uttar Kajirahat, L.R. Dag no. 441, 442, 443, 474, 110,111,116, J.L. No. 19, Police Station Bishnupur, within the limits of Rashapunja Gram Panchayat area, A.D.S.R Bishnupur, District South 24 Parganas morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written having undivided share therein.

B. Comprising of residential units like Residential Apartments, Bungalows, and named it as "**EMERALD**". The Phase II of the Project shall be developed Schedule mentioned land.

AND WHEREAS , for the purpose of development of the aforesaid Schedule mentioned property said land owners namely, **Charles Commercial Pvt. Ltd** and **OM TOWERS (P) LIMITED**, of the "**Said property** also executed a registered Development Power of Attorney, dated, in favour of said Shiv Niketan Pv. Ltd for doing various acts things and deeds as contained therein. The said general Power of Attorney was registered at the Office of the D.S.R-IV South 24 Parganas and recorded in its Book no.I, Volume No. 1604-2019, Pages from to, being No. **16040..... for the year 2019** and has commenced the development of the project on the land as per the approved bungalow plan from the competent authority vide sanction number.....

AND WHEREAS The said Land is earmarked for the purpose of building a residential project comprising G+1 storied Bungalows and the said project shall be known as "**EMERALD-GEMS CITY**".

AND WHEREAS 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.

AND WHEREAS The Zilla Parishad has granted the commencement certificate to develop the project vide approval datedbearing registration no.....

AND WHEREAS The Allottee/Purchaser had applied for an Bungalow in the Project vide application no..... dated..... and has been allotted Bungalow no.....having carpet area ofsquare feet, type, on floor in [tower/block/building] no..... ("Building") along with Open/Dependent covered/Independent Covered Parking no..... admearsuirng.....square feet in the.....[Please insert the location of the garage/covered parking], as permissible under the applicable law and of prorate share in the common areas ("Common Areas") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Bungalow" more particularly

described in Schedule A and the floor plan or the Bungalow is annexed hereto and marked as Schedule B);

AND WHEREAS now the present Vendor herein intend to sell the Schedule mentioned Property mentioned in the Second Schedule property at a consideration price total consideration Rs _____) **only** and Purchaser accepted the said proposal and agreed to purchase the Bungalow no.....having carpet area ofsquare feet, type, on floor in [tower/block/building] no..... (“Building”) along with Open/Dependent covered/Independent Covered Parking no..... admearsuirng..... square feet in the.....of two storied building mentioned in the First Schedule hereunder written

AND WHEREAS subsequently the **PURCHASER** i.e. the party of the Second Part herein after knowing the said intention and entered into an agreement on agreed to purchase the aforesaid self contained residential Bungalow no.....having carpet area ofsquare feet, type, on floor in [tower/block/building] no..... (“Building”) mentioned in the First Schedule hereinabove together with undivided proportionate share of land with all common facilities and amenities attached to then described in the Second Schedule along with a common areas and facilities available in the said building of said Premises at and for a total consideration of **Rs/- (Rupees)** **only**

AND WHEREAS accordingly, the said **PURCHASER** herein entered into an agreement on..... and on the basis of the said agreement has already paid the entire consideration amount amounting to **Rs/- (Rupees)** **only** to the Vendor/owner herein time to time as per Memo of Consideration hereunder written.

NOW THIS INDENTURE WITNESSETH THAT in consideration of total sum of **Rs...../- (Rupees)** **only** lawful money of the well and truly paid by the Purchaser to the Vendors and Developer at or before the execution of this presence. (The receipt whereof the Vendors and Developer doth hereby admit, acknowledge as per Memo of Consideration hereunder written and to have received and of and from the same and every part thereof acquit release and forever discharged the Purchaser of the said Banglow together with undivided proportionate share of land with all common facilities and amenities attached to then described in the Second Schedule along with a common areas and facilities available of said project , morefully and elaborately described in the Third Schedule hereunder written and also the right, title, interest of the Vendors and Developer hereby sold and transferred in favour of the Purchaser herein into and upon the said Banglow **TOGETHER WITH** all other ways, path, passage, swears, advantages and appurtenances whatsoever to the said Banglow belonging to or in anywise appertaining thereto or reputed to belong or be known as part and parcel of or member thereof or held use or enjoy herewith or be appurtenant thereto and the reversion or reversions, remainder

or remainders and all the rents, issues and profits thereof and every part thereof portions thereof **TOGETHER WITH** the right to use the common areas and egress out of the said Banglow more or less more fully mentioned in the Second Schedule hereunder and the undivided proportionate share or interest in all the common parts and portions and facilities and amenities comprised in the said building morefully described in the Third Schedule hereunder written and also all the right, title and interest of the Vendor hereby sold and transferred unto and in favour of the Purchaser herein into or upon the said Banglow and **TOGETHER WITH** all other ways, paths, passages, sewers, advantages and appurtenant whatsoever to the said Banglow belonging to or in anywise appertaining thereto or reputed to belong or be known as part or parcel or member thereof or held used or enjoyed therewith or be appurtenant thereto and the reversion or reversions remainder or remainders and all the rents, issues and profits thereof and every part thereof or portions thereof **TOGETHER WITH** the right to use the common areas and paths and passages for the purpose of free ingress and egress out of the said flat and car parking space and every part or portions thereof in common with the other owners and occupiers of the said building and all the rights of easements, quasi-easements and stipulations and provisions in connection with the beneficial use and enjoyment of the said flat and car parking space and the essential service and amenities appertaining thereto and all the muniments, deeds, pattahs, documents, writings and other evidence of title exclusively relating to the said premises and/or the said Banglow which is now are or in the custody/possession and control of the said owners or which the Vendor can procure without any suit or action **AND ALL** the estate, right, title, interest property, claim and demand whatsoever of the said Vendor into or upon the said Banglow and every part or portion thereof **TO HAVE AND TO HOLD** the said flat and car parking space hereby sold, granted, transferred, conveyed, assigned and assured or expressed or intended so to be with all rights, benefits, members easements and appurtenances thereto unto and to the use of the Purchaser herein absolutely and forever **SUBJECT HOWEVER** to the Purchaser making payment of the proportionate or apportioned share of the maintenance charges and statutory rates, taxes and impositions in respect of the said Banglow **BUT OTHERWISE** free from all encumbrances, charges, attachments, liens, whatsoever **SUBJECT HOWEVER** to the various easement and quasi easement and/or restrictions provided for in the said building for the purpose of beneficial use and enjoyment of the said Banglow **AND** free and clear and freely and clearly and absolutely acquitted exonerated and released or otherwise well and sufficiently indemnified from against all manner of estate claim charges lien attachments and encumbrances created made done executed or suffered by the said owners **AND** the Vendor hereby further covenant with the Purchaser herein that the said owner and all the persons claiming through under or in trust for the Vendor shall and will from time to time and at all material times hereafter and at the request an cost of the Purchaser herein make do execute or cause to be done and executed all such further and other lawful acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said flat and car parking space hereby sold

transferred conveyed and granted or expressed or intended so to be unto and to the use of the Purchaser herein in the manner as aforesaid.

1. **THE VENDOR DOTH HEREBY COVENANTS WITH THE PURCHASER AS FOLLOWS :-**

- a) The notwithstanding any act, deed or thing or committee suffered by the vendors to the contrary the vendors is lawfully rightfully and/or absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Banglow hereby sold, conveyed, transferred and assigned free from all encumbrances and liabilities whatsoever and that the vendor has full power and absolute and indefeasible right and authority to sell, convey, transfer and assign the said Banglow unto the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.
- b) That it shall be lawful for Purchaser at all times hereafter peaceably and quietly to enter into and to hold occupy and enjoy the said Banglow and to receive rents issues and profits thereof without any hindrance interruption disturbance claim or demand whatsoever by the Vendor and/or any person or persons claiming any estate, right, title and interest from under through or in trust for the vendor and Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all former and other estates title, charges encumbrances and liabilities whatsoever made upon done execute or occasioned by the vendor.
- c) The Vendor and all persons claiming any right, title or interest in the said Banglow through from under or in trust for the Vendor shall and will from time to time and at all times hereafter upon every reasonable request and at the cost and expenses of the Purchaser make do acknowledge and execute or cause to be made done acknowledge and executed all such further acts, deeds, matters and things for further assuring the said flat and car parking space unto the Purchaser as may be required.

2. **THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR AS FOLLOWS :-**

- a) From and after the date of receipt delivery of possession of the said Banglow the Purchaser shall not be entitled for partition of the said flat and car parking space by metes and bounds.
- b) The Purchaser or their servants and agent shall not in any way obstruct or causes to be obstructed the common passages, landings area, nor store therein any rubbish or other materials goods of furniture's 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 conveniences of the said property be in any way prejudicially affected or vitiated.

- c) The Purchaser shall not allow any occupier of the sold Banglow to demolish or remove or caused to be demolished or removed any structure roofs, ceilings, walls, doors and windows in or about the said property **PROVIDED THAT** nothing herein contained prevent the Purchaser or the occupiers to decorate in the same good condition, state and other in which the same shall be delivered to her and shall abide by all laws, bye-laws, rules and regulations of the Government, Gram Panchayet and/or any other authorities and local body and shall attend, answer and be responsible for all deviations violations and breach of any of the conditions or laws or rules and regulations and shall observe and performs all the terms and conditions herein contained. The Purchaser shall not do any structural additions or alteration in the said flat and car parking space, or erect brick partitions.
- d) The purchaser shall not use the said Banglow any portion thereof in such manner which may be or is likely to cause nuisance or annoyance to the occupiers of the other Banglow or to the owner or occupiers of adjoining or neighbouring properties nor shall use the same for commercial purpose.
- e) The Purchaser shall nor throw or accumulate any dirt rubbish garbage refuse or permit the same to be thrown of allow the same to be accumulated in purchaser's premises or in the compound or any portion of the building and shall not right or burn coal, coke or charcoal in the common areas in the said premise.
- f) The Purchaser shall not install or affix any name plate, board or letter box at any place other than the place, specified for the purpose in the said building.
- g) Save and except in respect of the said banglow together with undivided proportionate share or interest in the land applicable to the said Banglow sold by the vendor/Vendor herein save and except the rights and benefits of the common parts the common easements, quasi-easements, benefits privileges and advantages appertaining, thereto to be covered or granted under these presents, the purchaser shall have no claim or right of any nature in other floor spaces of said Project .Purchaser will have no right upon the top floor roof of the said building and in future
- h) Until formation of a society or an association amongst the Purchaser as stated hereinafter shall permit the Vendor and/or the person or persons for the time being the management of the said building and its surveyors and agents with or without workmen and others at all reasonable time to enter and upon the said Banglow or any part thereof for the purpose of maintaining, rebuilding, clearing, freeing, closing, lighting and keeping in order and good condition all service drainage, pipes, cables water covers, gutters, wires, part structures belonging to or serving or used for the said building and also for the purposes of pulling done, maintaining, repairing and testing drainages gas and water pipes and electric wires and for similar and/or any other purpose.

- i) The Purchaser shall also pay his/her proportionate share for insurance of the building against earth quake, fire, mob damages and civil commotion.
- j) The Purchaser shall not keep or store in the said Banglow any inflammable or combustible articles such as explosives chemicals, films or any offensive articles such hide or manners or food grains or any other articles giving an offensive smell nor shall the purchaser do anything which shall be constitute any nuisance or annoyance to the occupiers of the other flats, in the said building.

FIRST SCHEDULE

ALL THAT piece and parcel of Land measuring, Land measuring 181.30 (One hundred Eighty one point thirty) decimal, more or less, Mouza-Nowabad, and Uttar Kajirahat, L.R. Dag no. 441, 442, 443, 474, 110, 111,116 J.L. No. 19, Police Station Bishnupur, within the limits of Rashapunja Gram Panchayat area, A.D.S.R Bishnupur, District South 24 Parganas District South 24 Parganas:

MOUZA	R.S. Dag and Khatian Number	L.R. Dag and Khatian Number	Area
Nowabad	Dag No. 385 recorded in Khatian No.	Dag No. 441 recorded in Khatian Nos.1401	8.40
Nowabad	Dag No. 386 recorded in Khatian No.	Dag No. 442 recorded in Khatian No. 1401	10.60
Nowabad	Dag No. 387 recorded in Khatian No.	Dag No. 443 recorded in Khatian No. 1401	12.80
Nowabad	Dag No. 418 recorded in Khatian No.	Dag No. 474 recorded in Khatian No. 1401	106.30
Uttar Kajirahat	Dag No. 110 recorded in Khatian No.331	Dag No. 110 recorded in Khatian No. 1405	27.70
Uttar Kajirahat	Dag No. 111 recorded in Khatian No.331	Dag No. 111 recorded in Khatian No. 1405	9.00
Uttar Kajirahat	Dag No. 116 recorded in Khatian No. 405,518 and 588	Dag No. 116 recorded in Khatian No. 1348	6.50
		Total	181.30

And butted and bounded as follows:

On the North : By .

On the South : By ,

On the East : By ,

On the West : By ,

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

(The Owner share in the said property as mentioned in the First Schedule)

R.S. DAG	L.R. DAG	AREA Deceimals	AREA OWNED BY CHARLES COMMERCIAL PVT. LTD.	AREA OWNED BY OMT PVT, LTD.	MOUZA
385	441	8.40	8.40		Noyabad
386	442	10.60	10.60		Noyabad
387	443	12.80	12.80		Noyabad
418	474	106.30	106.30		Noybad
110	110	27.70		27.70	Uttar Kajirahat
111	111	9.00		9.00	Uttar Kajirahat
116	116	6.50		6.50	Uttar Kajirahat
Total		181.30	138.10	43.20	

PART-II

(DESIGNATED UNIT)

ALL THAT the Bungalow being Unit No., containing a carpet area of Square feet more or less along with balcony area of _____ Square feet more or less and a total built-up area of Unit (i.e. Carpet Area + Balcony Area+ External Walls of the Unit and share of Common External Walls) ofSquare feet and a total standard built-up area (i.e. Built up area + proportionate share of common area) of _____ square feet more or less on the Ground floor and First floor of the Block _____ of the Building Complex namely Ruby-Gems City at the said premises and shown in the Unit Plan annexed hereto duly bordered thereon in "RED".

THE THIRD SCHEDULE ABOVE REFERRED TO

1. Path and passages for egress and ingress from and to the said Project
2. Common passage.

3. Boundary wall.
4. Drainage.
5. Sewars

THE FOURTH SCHEDULE ABOVE REFERRED TO

1. The expenses of service tax, administration, maintenance, repair replacement of the common parts and equipments and accessories common areas and facilities including white washing painting and decorating the exterior portion of the said building, the boundary walls, entrance, the staircase, the landings, the gutters, motor pumps, water and electric wiring and installation, sewers, drains and all other common parts, fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the purchaser, co-purchaser, or other occupants.
2. The costs of cleaning, maintaining and lighting the main entrance passage, landings, staircases and other parts of the building as enjoyed or used in common by the occupiers of the said building.
3. The salaries of manager, clerks, durwans, pump operator, plumbings, electricians, sweepers etc.
4. The costs of working repairs, replacement and maintenance pumps and other plumbing works including all other service charges for services rendered in common to all occupiers.
5. Municipal and other taxes both owners and occupiers and other outgoings etc including service taxes.
6. Insurance of the building against earthquake, fire mob, damages and civil commotion etc.
7. All electricity charges payable in common for the common portions of the said building.
8. Such other expenses including printing and stationary as also all litigations expenses incurred in respect of any dispute with Corporation of Calcutta Improvement Trust other local authority, Government Insurance Company or any other persons in relation to or as may be deemed by the Developer, or any ad-hoc Committee Association of occupiers to be necessary or including to the maintenance and upkeep of the said building.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE VENDOR HERETO AT KOLKATA

in presence of : –

WITNESSES :

1.

2.

SIGNATURE OF THE VENDOR

SIGNATURE OF THE PURCHASER

