

## AGREEMENT FOR SALE

This AGREEMENT FOR SALE (hereinafter referred to as "Agreement") is made at Kolkata and executed on this ..... day of ....., 2020, by and amongst:

1.A) SRI TARAK NATH BANERJEE (Pan No. - AXHPB3381R), (B) SRI BISWA NATH BANERJEE (Pan No.- ATNPB5825C), (C) SRI RABINDRANATH BANERJEE (PAN NO. CRNPB1921P), (D)SRI SAMIR BANERJEE (PAN NO. BFQPB6463L), all are s/o Late Samarendra Lal Banerjee, all by Profession – Sevice, (E) SMT. MIRA BANERJEE (PAN NO. CFWPB1573G), d/o Samarendra Nath Banerjee, by Profession – Self Employed, by Nationality – Indian, by Religion – Hindu, presently residing at 22/3F, 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;

AND

1. M/S. A.A CONSTRUCTION, a sole proprietorship firm, having its office at 433, Ustad Amir Khan Sarani, Kolkata – 700082, duly represented by its sole Proprietor SRI. SATYABRATA DAS (PAN No. – AQRPD1413D), 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 OTHER PART;

AND

2. (A) .....(Pan No. –.....) (Aadhar No. –.....), w/o Sri....., aged about – 37 years, by occupation – Housewife, (B) SRI. ....(Pan No. –) (Aadhar No. –), s/o....., by occupation – retired person, aged about....., (C), (Pan No. –) (Aadhar No. –), w/o Sri. Buddhadeb Ganguly, aged about 63 years, by occupation –....., all by nationality – Indian, all by faith – Hindu, all residing Kolkata – 7000; (hereinafter referred to as the “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:

1. One Khusiran Bibi, w/o Late Majahar Molla was the absolute owner of ALL THAT piece and parcel of the LAND admeasuring more or less about 49 ( Forty Nine) 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. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535 and 536 , along with all easement rights prevailing therein and continued to acquire peaceful possession of the said LAND;
2. The said Khusiran Bibi died intestate, leaving behind her own surviving son Golam Rabbani Molla and two daughters namely Atijan Bibi and Sura Bibi. The said Golam Robbani Molla became the absolute owner of of half portion of the above - mentioned LAND and the said two daughters namely Atijan Bibi and Sura Bibi became the owners of half portion of the above- mentioned land.
3. After the death of Golam Rabbani Molla, his three minor sons namely Jumman Ali Molla, Kalo Alias Deb Raddin Molla,. Saha Dali Molla, one minor daughter namely Nekjan Bibi and his wife namely Sakina Bibi Bewa became the Absolute owners of the half portion of 49 (Forty-Nine) satak land held by Late Golam Rabbani Molla.

4. The said Sakina Bibi Bewa being the mother and legal gurdian of the above mentioned three minor sons and one minor daughter instituted a case vide case No. – 62 at the Alipore Judged Court in the year of 1956, to obtain permission to sale the portion of shares from the property of the above the above mentioned minors The said prayer has been granted by the said learned Court according to Act VIII, ORDER NO. – 9, DATED 19<sup>TH</sup> June, 1970.
5. Now the said Sakina Bibi Bewa along – with Atijan Bibi and Sura Bibi entered into an agreement. For Sale with one Samarendra Lal Banerjee, s/o Late Kunjalal Bandhopadhyay, residing at 102/2B, Beniya Tola Street, Jora Bagan, Kolkata, for All that piece and parcel of the Land admeasuring more or less about 49 ( Forty Nine) sataklying 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. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535 and 536 ,for a total consideration of R.s. – 2401/- (Rupees Two thousand Four Hundered and one) and the same Agreement For sale was registered at sub Registrar's Office, Alipore, and was recoeded in Book No. – 1, Volume No. 30, Pages 227 to 230, Being No. – 1805 for the year 1956.
6. As per the aforesaid Agreement For Sale and also the instruction of Samarendra Lal Banerjee, the said Sakina Bibi Bewa Along – with Atijan Bibi and Sura Bibi sold All that Piece And Parcel of the LAND admeasuring more or less about 49 ( Forty Nine) 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. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535 and 536 ,for a total consideration of R.s. – 2401/- (Rupees Two thousand Four Hundered and one) to Smt. Nirupama Devi, w/o Late Asutosh Ganguly, resident of Haridevpur, P.S. – Behala, District – South 24 Parganas, vide registered Deed of Conveyance and the same registration was done in the Office of Sub Registrar Alipore Sadar, and was recorded in Book No. – 1, Volume No. 95, Pages 81 to 88, Being No. 5009 for the year 1956.
7. Smt. Nirupama Devi died intestate leaving behind her only daughter Smt. Ashalata Banerjee.Smt. Ashalata Banerjee became the absolute owner of All that piece and parcel of the LAND admeasuring more or less about 49 ( Forty Nine) 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. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535 and 536

8. Smt. Ashalata Banerjee died intestate on 31<sup>st</sup> October, 1992, leaving behind her surviving legal heirs namely (A) Sri Sankar Banerjee (B) Sri Tarak Nath Banerjee (C) Sri Biswanath Banerjee (D) Sri Rabindra Nath Banerjee (E) Sri Samir Banerjee (F) Smt. Mira Banerjee (G) Sri Surajit Banerjee (H) Sri Sibul Banerjee (I) Sri Sambhu Nath Banerjee (J) Smt. Bulbul Chatterjee (K) Smt. Papiya Mukherjee. The said legal heirs of Late Ashalata Banerjee became the absolute owners All that piece and parcel of the LAND admeasuring more or less about 49 (Forty Nine) 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. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535 and 536.
  
9. Now that out of above mentioned 11 (eleven) legal heirs of Late Ashalata Banerjee, 5 (five) legal heirs namely (A) Sri Surajit Banerjee, (B) Sri Sibul Banerjee (C) Sri Sambhu Nath Banerjee (D) Smt. Bulbul Chatterjee (E) Smt. Papiya Mukherjee, sold their undivided 5/11<sup>th</sup> portion of property i.e. ALL that piece and parcel of the LAND admeasuring more or less about 5 (Five) Khatas Along with one 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, lying and situated in Mouza – Haridevpur, District 24 Parganas, P.S. – Previously Behala than Thakurpukur and now Haridevpur, P.O. – Haridevpur, within the jurisdiction of Sub Registrar's Office – Alipore, Pargana – Khaspur, Touzi No. – 40, R.S. – 35, J.L No. – 25, Under Khatia No. – 375, Dag No. – 535, now numbered as Premises No. – 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, having Assesse No. – 411220908177, to the then Purchasers namely (A) Sri Sankar Banerjee (B) Sri Tarak Nath Banerjee (C) Sri Biswanath Banerjee (D) Sri Rabindra Nath Banerjee (E) Sri Samir Banerjee (F) Smt. Mira Banerjee for a total consideration of R.s. 80,000/- (Eighty Thousand only) vide Registered Deed of Conveyance and the same registration was done in the Office of District Sub Registrar Alipore Sadar, and was recorded in Book No. – 1, Volume No. 2, Pages 149 to 160, Being No. 47 for the year 1996.

10. Now that namely (A) Sri Sankar Banerjee (B) Sri Tarak Nath Banerjee (C) Sri Biswanath Banerjee (D) Sri Rabindra Nath Banerjee (E) Sri Samir Banerjee (F) Smt. Mira Banerjee became the absolute owners All that piece and parcel of the LAND admeasuring more or less about 5 (Five) Kathas Along with one 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, lying and situated in Mouza – Haridevpur, District 24 Parganas, P.S. – Previously Behala than Thakurpukur and now Haridevpur, P.O. – Haridevpur, within the jurisdiction of Sub Registrar's Office – Alipore, Pargana – Khaspur, Touzi No. – 40, R.S. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535, now numbered as Premises No. – 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, having Assesse No. – 411220908177.
11. The aforesaid Sankar Banerjee was a bachelor and died 21<sup>st</sup> March, 2014. BEFORE HIS DEATH, Sankar Banerjee made a registered Will that his death the undivided 1/6<sup>th</sup> share of land in the above - mentioned ALL that piece and parcel of the LAND admeasuring more or less about 5 (Five) Kathas Along with one 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, will become the joint property of (A) Sri Tarak Nath Banerjee (B) Sri Biswanath Banerjee (C) Sri Rabindra Nath Banerjee (D) Sri Samir Banerjee (E) Smt. Mira Banerjee and the said WILL was probated in the Court of Learned District Delegate at Alipore, Learned 1<sup>st</sup> Court Civil Judge Senior Division, Alipore vide Act XXXIX Case No. 1065 of 2016, dated 15<sup>th</sup> January, 2019.
12. So. Sri Tarak Nath Banerjee (C) Sri Biswanath Banerjee (D) Sri Rabindra Nath Banerjee (E) Sri Samir Banerjee (F) Smt. Mira Banerjee became the absolute LANDOWNERS/VENDORS of All that piece and parcel of the LAND admeasuring more or less about 5 (Five) Kathas Along with one 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, lying and situated in Mouza – Haridevpur, District 24 Parganas, P.S. – Previously Behala than Thakurpukur and now Haridevpur, P.O. – Haridevpur, within the jurisdiction of Sub Registrar's Office – Alipore, Pargana – Khaspur, Touzi No. – 40, R.S. – 35, J.L No. – 25, Under Khatia No. – 375 Dag No. – 535, now numbered as Premises No. – 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, having Assesse No. – 411220908177.

13. The said Land is free from all encumbrances, charges, liens, lis-pendences, and mortgage and has no acquisition or requisition and/or any civil, criminal proceeding is/are not pending before any learned court under its jurisdiction.
14. For better accommodation and to get more benefit from the said property, the LANDOWNERS/VENDORS herein is desirous of constructing a G + III Storied Building upon SAID PREMISES but due to financial deficiency, the LANDOWNERS/VENDORS are unable to construct the G + III Storied Building. The LANDOWNERS/VENDORS have invited offers from prospective developers who are financially sound to undertake construction of the BUILDING at his/their/its own costs and to grant the LANDOWNERS/VENDORS a portion of the constructed area in the said BUILDING according to LANDOWNERS/VENDORS choice with the liberty and authority for the DEVELOPER/CONFIRMING PARTY to dispose of or otherwise deal with the remaining portion of the constructed area according to his/their/its discretion;
15. After due search, the LANDOWNERS found the DEVELOPER/CONFIRMING PARTY and approached the DEVELOPER/CONFIRMING PARTY to construct a G + III Storied Building .
16. The DEVELOPER/CONFIRMING PARTY has agreed to make the construction of G + 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 dated 26<sup>th</sup> April, 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 – 120824 to 120884, Being No. – 160203396 for the year 2019, and the LANDOWNERS/VENDORS herein named have executed a Development Power of Attorney dated 26<sup>th</sup> April, 2019, to and in favour of the said SRI. SATYABRATA DAS (PAN No. – AQRPD1413D), 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. A.A CONSTRUCTION, a sole proprietorship firm, having its office at 433, Ustad Amir Khan Sarani, P.O. – Haridevpur, P.S. – Haridevpur, Ward No. – 122, District – South 24 Parganas, 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 –121227 to 121261 Being No. 160203409 for the year 2019.

17. The DEVELOPER/CONFIRMING PARTY thereafter started construction of the proposed G + III Storied Building as per the building sanctioned plan ..... dated .....on the same Premises.
18. TheDEVELOPER/CONFIRMING PARTYfurther got the said sanctioned plan revised u/r 26(2a)(2b) Vide plan Dated –.....for construction of the proposed G + III Storied Building at the said premises. The DEVELOPER/CONFIRMING PARTY has registered the project under the provision of the Act with the WestBengal Housing Industry Regulation Act 2017(WBHIRA) at Kolkata on dated.....under registration no **HIRA/P/KOL/20...../.....**;
19. 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 26<sup>th</sup> April, 2019, entered between the LANDOWNER/VENDOR and the DEVELOPER/CONFIRMING PARTY.
20. The PURCHASERS has approached the DEVELOPER/CONFIRMING PARTY to purchase the FLAT BEARING NO... on the .....Floor of the G + III Storied Building 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 and facilities TOGETHER WITH the undivided propportionate share or interest in the land comprised in the. Premises No. – 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani,Kolkata – 700082(hereinafter referred to as “SAID PREMISES”) appurtenant to the above-mentioned FLAT (more specifically and/or particularly described in the SCHEDULE “SECOND” hereunder written) intended to be owned and/or purchased by the PURCHASERS in the SAID PREMISES.
21. 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 G + III Storied Building 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 and facilities TOGETHER WITH the undivided proportionate share or interest in the land comprised in the Premises No. 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, Kolkata – 700082 (appurtenant to the above-mentioned FLAT 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 G + III Storied Building 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 and facilities TOGETHER WITH the undivided proportionate share or interest in the land comprised in the SAID PREMISES shall be Rs. ..../- (Rupees .....only) **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..... /- (Rupees .....only) vide cheque dated ....., bearing No. .... drawn on ..... Bank, Branch – ..... At the time of Aentering into this Agreement For Sale;

The PURCHASERS shall again pay (a) a sum of Rs. ....- (Rupees .....only) as next part payment at the time of .....Floor Roof Casting; (b) a sum of Rs. ..../- (Rupees ..... only) as next part payment at the time of brick work and inside Plastering (c) a sum of Rs. ..../- (Rupees ....only) as next part payment at the time of flooring (d) the rest consideration money amounting to Rs. ..../- (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 .....(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) to 24 (Twenty Four) months 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 G + III Storied Building 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 and facilities 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 DEED.
- The PURCHASERS may from time to time and at all times hereafter peaceably and quietly enter upon, occupy, or possess and enjoy the said above-mentioned FLAT and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the DEVELOPER/CONFIRMING PARTY or his legal heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them;

- 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 DO TH 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/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

ALL THAT piece and parcel of the LAND admeasuring more or less about5 (Five) Kathas Along with one 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, lying and situated in Mouza – Haridevpur, District 24 Parganas, P.S. –



Previously Behala than Thakurpukur and now Haridevpur,P.O. – Haridevpur, within the jurisdiction of Sub Registrar's Office – Alipore, Pargana – Khaspur, Touzi No. – 40, R.S. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535, now numbered as Premises No. – 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, having having Aseesse No. – 411220908177, 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: Land falling under Dag No. 535;

On the SOUTH: Land falling under Dag No. 535;

On the EAST: 12 feet wide K.M.C.Road;

On the WEST: Land falling under Dag No. 535;

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 G + III Storied Building admeasuring a super built up area of .... (.....) square feet on the .....side consisting of....) Bedroom, .....Living Room, 1 (one) Dinning cum Kitchen, .....Verandha/Balcony, .....toilet, 1 (One) 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 and facilities together with the undivided proportionate share or interest in the land comprised in Premises No. – 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, having Aseesse No. –within the limits of the Kolkata Municipal Corporation, Municipal Ward No. - ....., 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;

### 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.

### 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 beam, 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 beam, 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 3<sup>rd</sup> 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 & VARANDAH GRILL: Full covered verandah grill made by 5mmX 18 mm M.S Flat 3"High trace and staircase as per plan.
- I. WINDOW: All windows and verandahs 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.40/- to 45/-), if the purchaser choice their marble extra charge will be paid by the purchaser.
- K. DADO WORKS: Light colored glazed tails (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 and Anchor 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 each flats/shop.
- 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.

SCHEDULE "FIFTH" ABOVE REFERRED TO

Payment structures

Total (.....) only

Rs. ..../-

IN WITNESS WHEREOF the Parties herein have affixed their respective signatures to this AGREEMENT FOR SALE at Kolkata, on this ..... day of ....., 2020, in presence of the witnesses:

.....

SIGNATURE OF THE PURCHASERS

WITNESSES:

1.

2.

.....

SRI SATYABRATA DAS

SOLE PROPRIETOR OF M/S. A.A. CONSTRUCTION

SIGNATURE OF DEVELOPER/CONFIRMING PARTY

DRAFTED AND PREPARED BY ME:

.....

ANINDITA BHATTACHARJEE, ADVOCATE,

AT CALCUTTA HIGH COURT,

ENROLMENT NO. F/280/2017;

Mob: 7278334978.



# A.A.CONSTRUCTION

## DEVELOPER



Allotment Letter

DATE : .....

To,

.....

.....

Sub: - Unit No. "....." area of "....." Sq. Ft in Residential Project '**Dream Villa**' On Premises No. at 1227 Ostad Amir Khan Sarani, PS Haridevpur Kolkata-700082.

Dear Sir,

At the outset, we thank you for placing your trust on, us regarding the selection of your Dream Home in our Residential Project , "**Dream Villa**" and look forward to a very happy and meaningful association. With reference to your application dated:..... for the allotment of a flat at the above project, We are pleased to inform you that the above mentioned flat is allotted to you as per application. Details of the flat and other information are as follows :-

1. Flat No.
2. Floor
3. Saleable Area in Sq. Ft. ( Approx)
4. Rate per sq. ft.
5. Garage/ Car Parking

The allotment of above flat is however subject to fulfillment of all terms & conditions mentioned in the application form and in the agreement for sale and payment of the amount due and payable by you to

We hope that your flat buying in Our Residential Project "**Dream Villa**" comes as a very pleasurable experience, coupled with complete satisfaction.

Thanking You,

Yours faithfully

A. A. CONSTRUCTION  
For A A Construction

Satyabrata Das  
Proprietor

ADDRESS: 433, OSTAD AMIR KHAN SARANI, NETAJI PALLY, KOLKATA - 700082

MOBILE NO. : 9830786654 • MAIL ID: titu.satyabratadas@gmail.com



## DEED OF CONVEYANCE

This DEED OF CONVEYANCE (hereinafter referred to as “DEED”) is made at Kolkata and executed on this ..... day of ....., 2020, by and amongst:

A) SRI TARAK NATH BANERJEE (Pan No. - AXHPB3381R), (B) SRI BISWA NATH BANERJEE (Pan No.- ATNPB5825C), (C) SRI RABINDRANATH BANERJEE (PAN NO. CRNPB1921P), (D)SRI SAMIR BANERJEE (PAN NO. BFQPB6463L), all are s/o Late Samarendra Lal Banerjee, all by Profession – Sevice, (E) SMT. MIRA BANERJEE (PAN NO. CFWPB1573G), d/o Samarendra Nath Banerjee, by Profession – Self Employed, by Nationality – Indian, by Religion – Hindu, presently residing at 22/3F, 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;

AND

1. M/S. A.A CONSTRUCTION, a sole proprietorship firm, having its office at 433, Ustad Amir Khan Sarani, Kolkata – 700082, duly represented by its sole Proprietor SRI. SATYABRATA DAS (PAN No. – AQRPD1413D), 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 OTHER PART;

AND

2. (A) .....(Pan No. -.....) (Aadhar No. -.....), w/o Sri....., aged about – 37 years, by occupation – Housewife, (B) SRI. ....(Pan No. -) (Aadhar No. -), s/o....., by occupation – retired person, aged about....., (C), (Pan No. - ) (Aadhar No. -), w/o Sri. Buddhadeb Ganguly, aged about 63 years, by occupation – ....., all by nationality – Indian, all by faith – Hindu, all residing Kolkata – 7000; (hereinafter referred to as the “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:

1. One Khusiran Bibi, w/o Late Majahar Molla was the absolute owner of ALL THAT piece and parcel of the LAND admeasuring more or less about 49 ( Forty Nine) 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. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535 and 536 , along with all easement rights prevalling therein and continued to acquire peaceful possession of the said LAND;
2. The said Khusiran Bibi died intestate,leaving behind her own surviving son Golam Rabbani Molla and two daughters namely Atijan Bibi and Sura Bibi. The said Golam Robbani Molla became the absolute owner of of half portion of the above - mentioned LAND and the said two daughters namely Atijan Bibi and Sura Bibi became the owners of half portion of the above- mentioned land.
3. After the death of Golam Rabbani Molla, his three minor sons namely Jumman Ali Molla, Kalo Alias Deb Raddin Molla,. Saha Dali Molla, one minor daughter namely Nekjan Bibi and his wife namely Sakina Bibi Bewa became the Absolute owners of the half portion of 49 (Forty-Nine) satak land held by Late Golam Rabbani Molla.
4. The said Sakina Bibi Bewa being the mother and legal gurdian of the above mentioned three minor sons and one minor daughter instituted a case vide case No. – 62 at the Alipore Judged Court in the year of 1956, to obtain permission to sale the portion of

shares from the property of the above the above mentioned minors The said prayer has been granted by the said learned Court according to Act VIII, ORDER NO. – 9, DATED 19<sup>TH</sup> June, 1970.

5. Now the said Sakina Bibi Bewa along – with Atijan Bibi and Sura Bibi entered into an agreement. For Sale with one Samarendra Lal Banerjee, s/o Late Kunjalal Bandhopadhyay, residing at 102/2B, Beniya Tola Street, Jora Bagan, Kolkata, for All that piece and parcel of the Land admeasuring more or less about 49 ( Forty Nine) 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. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535 and 536 ,for a total consideration of R.s. – 2401/- (Rupees Two thousand Four Hundered and one) and the same Agreement For sale was registered at sub Registrar's Office, Alipore, and was recoeded in Book No. – 1, Volume No. 30, Pages 227 to 230, Being No. – 1805 for the year 1956.
6. As per the aforesaid Agreement For Sale and also the instruction of Samarendra Lal Banerjee, the said Sakina Bibi Bewa Along – with Atijan Bibi and Sura Bibi sold All that Piece And Parcel of the LAND admeasuring more or less about 49 ( Forty Nine) 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. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535 and 536 ,for a total consideration of R.s. – 2401/- (Rupees Two thousand Four Hundered and one) to Smt. Nirupama Devi, w/o Late Asutosh Ganguly, resident of Haridevpur, P.S. – Behala, District – South 24 Parganas, vide registered Deed of Conveyance and the same registration was done in the Office of Sub Registrar Alipore Sadar, and was recorded in Book No. – 1, Volume No. 95, Pages 81 to 88, Being No. 5009 for the year 1956.
7. Smt. Nirupama Devi died intestate leaving behind her only daughter Smt. Ashalata Banerjee. Smt. Ashalata Banerjee became the absolute owner of All that piece and parcel of the LAND admeasuring more or less about 49 ( Forty Nine) 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. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535 and 536

8. Smt. Ashalata Banerjee died intestate on 31<sup>st</sup> October, 1992, leaving behind her surviving legal heirs namely (A) Sri Sankar Banerjee (B) Sri Tarak Nath Banerjee (C) Sri Biswanath Banerjee (D) Sri Rabindra Nath Banerjee (E) Sri Samir Banerjee (F) Smt. Mira Banerjee (G) Sri Surajit Banerjee (H) Sri Sibul Banerjee (I) Sri Sambhu Nath Banerjee (J) Smt. Bulbul Chatterjee (K) Smt. Papiya Mukherjee. The said legal heirs of Late Ashalata Banerjee became the absolute owners. All that piece and parcel of the LAND admeasuring more or less about 49 (Forty Nine) 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. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535 and 536.
9. Now that out of above mentioned 11 (eleven) legal heirs of Late Ashalata Banerjee, 5 (five) legal heirs namely (A) Sri Surajit Banerjee, (B) Sri Sibul Banerjee (C) Sri Sambhu Nath Banerjee (D) Smt. Bulbul Chatterjee (E) Smt. Papiya Mukherjee, sold their undivided 5/11<sup>th</sup> portion of property i.e. ALL that piece and parcel of the LAND admeasuring more or less about 5 (Five) Khatas Along with one 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, lying and situated in Mouza – Haridevpur, District 24 Parganas, P.S. – Previously Behala than Thakurpukur and now Haridevpur, P.O. – Haridevpur, within the jurisdiction of Sub Registrar's Office – Alipore, Pargana – Khaspur, Touzi No. – 40, R.S. – 35, J.L No. – 25, Under Khatia No. – 375, Dag No. – 535, now numbered as Premises No. – 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, having Assesse No. – 411220908177, to the then Purchasers namely (A) Sri Sankar Banerjee (B) Sri Tarak Nath Banerjee (C) Sri Biswanath Banerjee (D) Sri Rabindra Nath Banerjee (E) Sri Samir Banerjee (F) Smt. Mira Banerjee for a total consideration of R.s. 80,000/-(Eighty Thousand only) vide Registered Deed of Conveyance and the same registration was done in the Office of District Sub Registrar Alipore Sadar, and was recorded in Book No. – 1, Volume No. 2, Pages 149 to 160, Being No. 47 for the year 1996.
10. Now that namely (A) Sri Sankar Banerjee (B) Sri Tarak Nath Banerjee (C) Sri Biswanath Banerjee (D) Sri Rabindra Nath Banerjee (E) Sri Samir Banerjee (F) Smt. Mira Banerjee became the absolute owners. All that piece and parcel of the LAND admeasuring more or less about 5 (Five) Kathas Along with one 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, lying and situated in Mouza – Haridevpur, District 24 Parganas, P.S. – Previously Behala than

Thakurpukur and now Haridevpur,P.O. – Haridevpur, within the jurisdiction of Sub Registrar's Office – Alipore, Pargana – Khaspur, Touzi No. – 40, R.S. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535, now numbered as Premises No. – 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, having Asesse No. – 411220908177.

11. The aforesaid Sankar Banerjee was a bachelor and died 21<sup>st</sup> March, 2014. BEFORE HIS DEATH, Sankar Banerjee made a registered Will that his death the undivided 1/6<sup>th</sup> share of land in the above - mentioned ALL that piece and parcel of the LAND admeasuring more or less about 5 (Five) Kathas Along with one 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, will become the joint property of (A) Sri Tarak Nath Banerjee (B) Sri Biswanath Banerjee (C) Sri Rabindra Nath Banerjee (D) Sri Samir Banerjee (E) Smt. Mira Banerjee and the said WILL was probated in the Court of Learned District Delegate at Alipore, Learned 1<sup>st</sup> Court Civil Judge Senior Division, Alipore vide Act XXXIX Case No. 1065 of 2016, dated 15<sup>th</sup> January, 2019.

12. So. Sri Tarak Nath Banerjee (C) Sri Biswanath Banerjee (D) Sri Rabindra Nath Banerjee (E) Sri Samir Banerjee (F) Smt. Mira Banerjee became the absolute LANDOWNERS/VENDORS of All that piece and parcel of the LAND admeasuring more or less about 5 (Five) Kathas Along with one 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, lying and situated in Mouza – Haridevpur, District 24 Parganas, P.S. – Previously Behala than Thakurpukur and now Haridevpur,P.O. – Haridevpur, within the jurisdiction of Sub Registrar's Office – Alipore, Pargana – Khaspur, Touzi No. – 40, R.S. – 35, J.L No. – 25, Under Khatia No. – 375 Dag No. – 535, now numbered as Premises No. – 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, having Asesse No. – 411220908177.

13. The said Land is free from all encumbrances, charges, liens, lis-pendences, and mortgage and has no acquisition or requisition and/or any civil, criminal proceeding is/are not pending before any learned court under its jurisdiction.

14. For better accommodation and to get more benefit from the said property, the LANDOWNERS/VENDORS herein is desirous of constructing a G + III Storied Building upon SAID PREMISES but due to financial deficiency, the LANDOWNERS/VENDORS

are unable to construct the G + III Storied Building. The LANDOWNERS/VENDORS have invited offers from prospective developers who are financially sound to undertake construction of the BUILDING at his/their/its own costs and to grant the LANDOWNERS/VENDORS a portion of the constructed area in the said BUILDING according to LANDOWNERS/VENDORS choice with the liberty and authority for the DEVELOPER/CONFIRMING PARTY to dispose of or otherwise deal with the remaining portion of the constructed area according to his/their/its discretion;

15. After due search, the LANDOWNERS found the DEVELOPER/CONFIRMING PARTY and approached the DEVELOPER/CONFIRMING PARTY to construct a G + III Storied Building.

16. The DEVELOPER/CONFIRMING PARTY has agreed to make the construction of G + 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 26<sup>th</sup> April, 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 – 120824 to 120884, Being No. – 160203396 for the year 2019, and the LANDOWNERS/VENDORS herein named have executed a Development Power of Attorney dated 26<sup>th</sup> April, 2019, to and in favour of the said SRI. SATYABRATA DAS (PAN No. – AQRPD1413D), 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. A.A CONSTRUCTION, a sole proprietorship firm, having its office at 433, Ustad Amir Khan Sarani, P.O. – Haridevpur, P.S. – Haridevpur, Ward No. – 122, District –South 24 Parganas, 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 –121227 to 121261 Being No. 160203409 for the year 2019.

17. The DEVELOPER/CONFIRMING PARTY thereafter started construction of the proposed G + III Storied Building as per the building sanctioned plan ..... dated .....on the same Premises.

18. The DEVELOPER/CONFIRMING PARTY further got the said sanctioned plan revised u/r 26(2a)(2b) Vide plan Dated –.....for construction of the proposed G + III Storied Building at the said premises. The DEVELOPER/CONFIRMING PARTY has registered the project under the provision of the Act with the West Bengal Housing Industry Regulation Act 2017(WBHIRA) at Kolkata on dated.....under registration no **HIRA/P/KOL/2018/000125**;

19. 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 26<sup>th</sup> April, 2019, entered between the LANDOWNER/VENDOR and the DEVELOPER/CONFIRMING PARTY.

20. The PURCHASERS has approached the DEVELOPER/CONFIRMING PARTY to purchase the FLAT BEARING NO... on the .....Floor of the G + III Storied Building 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 and facilities TOGETHER WITH the undivided proportionate share or interest in the land comprised in the. Premises No. – 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, Kolkata – 700082(hereinafter referred to as “SAID PREMISES”) appurtenant to the above-mentioned FLAT (more specifically and/or particularly described in the SCHEDULE “SECOND” hereunder written) intended to be owned and/or purchased by the PURCHASERS in the SAID PREMISES.

21. At the request of the PURCHASERS, the DEVELOPER/CONFIRMING PARTY has agreed to sell, transfer and convey the above-mentioned FLAT BEARING NO.... on the .....Floor of the G+III STROIED BUILDING admeasuring a super built up area of .....square feet on the South East side of the same a little more or less along consisting of) .....Bedroom.....toilet of the G+III STROIED BUILDING along with ALL THAT the common parts and/or general portions and/or common areas and facilities TOGETHER WITH the undivided proportionate share or interest in the Land comprised along-with all easement right of common passage(s), paths, landing, entrance and exit, drain, sewerage, water course, water connection, common roof right, overhead and underground water reservoir, septic tank, ALONG-

WITH all fittings, fixtures and installations thereto attached, in the SAID PREMISES appurtenant to the above-mentioned flat intended to be owned and/or purchased by the PURCHASERS for a total consideration of Rs. ....

22. Being fully satisfied, the PURCHASERS herein have entered into an Agreement For Sale with the DEVELOPER/CONFIRMING PARTY on .....for purchasing of ALL THAT one self-contained finished residential Flat on the Second Floor admeasuring a super built up area of.....) square feet on the .....side of the same a little more or less along consisting of 1 (One) Bedroom, 1 (one) Dinning cum Kitchen, 1 (one) Verandha/Balcony, 1 (One) toilet of the G+ III STROIED BUILDING along with ALL THAT the common parts and/or general portions and/or common areas and facilities TOGETHER WITH the undivided proportionate share or interest in the land underneath the G+ III STORIED BUILDING TOGETHER WITH all easement rights of common passages, paths, stairs, stair-cases, landing, entrance and exit, drain, sewerage, water course, water connection, common roof right, overhead and underground water reservoir, septic tank, along-with all fittings, fixtures and installations thereto attached which is more fully and particularly described in the SECOND SCHEDULE hereunder written and delineated in a separate map/plan attached hereto constructed on the FIRST SCHEDULED PROPERTY at and for the total consideration price of Rs..... only) free from all sorts of encumbrances, liens, lis pendens, charges, mortgages and attachments whatsoever to the PURCHASERS for the same;

23. As per the Agreement for Sale dated....., entered into by and between the PURCHASERS and the DEVELOPER/ CONFIRMING PARTY, the PURCHASERS have already paid (a) a sum of Rs.....only) vide cheque bearing no. dated....., drawn on, Branch – .....as an advance money (b) the sum of Rs. 80,000/- (Rupees Eighty Thousands only) vide cheque bearing no. ....next part payment (c) the rest consideration money amounting to Rs. ....at the time of registration as mentioned in MEMO OF



CONSIDERATION (hereunder written) out of the total purchase consideration amounting to Rs,.....only)the receipt of which sum the DEVELOPER/VENDOR hereby acknowledges. The above-mentioned amount of Rs.....only) has been disbursed ..... vide the aforesaid cheque drawn on HDFC Bank since the PURCHASERS have obtained a loan of Rs. ....

UNLESS CONTRARY AND/OR REPUGNANT TO THE SUBJECT OR CONTEXT the following shall have meaning as follows:

- (a) PREMISES shall mean the LAND which is numbered as Premises No. 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani,Kolkata – 700082 more-fully mentioned in the FIRST SCHEDULE.
- (b) BUILDING shall mean the new G + III STORIED BUILDING constructed in the SAID PREMISES containing several independent and self-contained flats and other constructed areas.
- (c) CO-OWNERS according to the context shall mean the persons who for the time being, own any FLAT in the BUILDING or have agreed to purchase the same and have taken possession thereof (including the DEVELOPER/CONFIRMING PARTY for those units and other constructed spaces not alienated by him and/or reserved and/or retained by him for his own exclusive use).
- (d) COMMON AREAS AND INSTALLATIONS shall mean the common areas installations and facilities in and for the PREMISES mentioned and specified in the THIRD SCHEDULE hereunder written and expressed by the DEVELOPER/CONFIRMING PARTY therein for common use and enjoyment of the CO-OWNERS.
- (e) COMMON EXPENSES shall mean and include all expenses for the maintenance management upkeep and administration of the PREMISES and the BUILDING and in

particular the COMMON AREAS AND INSTALLATIONS and rendition of common services in common to the CO-OWNERS and all other expenses for the common purposes (including those mentioned in the FOURTH SCHEDULE hereunder written) to be contributed and shared by the CO-OWNERS.

- (f) COMMON PURPOSES shall mean and include the purposes of managing maintaining and up keeping the BUILDING and the PREMISES and in particular the COMMON AREAS AND INSTALLATIONS rendition of common services in common to the CO-OWNERS, collection and disbursement of the common expenses and administering and dealing with the matters of common interest of the CO-OWNERS and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the COMMON AREAS AND INSTALLATIONS in common.
- (g) UNITS shall mean the independent and self-contained residential flats and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the BUILDING at the said PREMISES and also the proportionate undivided share in the LAND comprised in the PREMISES and in the COMMON AREAS AND INSTALLATIONS, attributable thereto.
- (h) BUILT-UP AREA according to the context shall mean and include the plinth area of any unit in the BUILDING and proportionate share of stair and lobby (including the thickness of the external and internal walls thereof and columns therein PROVIDED THAT if any wall or column be common between TWO UNITS, then one half of the area under such wall or column shall be included in the area of each such UNIT.
- (i) SUPER BUILT UP AREA according to the context shall mean and include the built-up area defined hereinabove together with the proportionate area added thereto pertaining to the common areas, half landings, main entrance lobbies, pathways, and passages, leading passages, common toilets, guard room, common service areas

etc. as may be practically included therein and as may be required to be so included therein.

- (j) PROPORTIONATE OR PROPORTIONATELY shall mean the proportion in which the covered area of any unit to be the covered area of all the units in the BUILDING such as the stair, stair case, lobby, corridor.
- (k) FLAT shall mean the UNIT defined hereinbefore comprised in the G + III STORIED BUILDING at the said PREMISES, more fully and particularly mentioned and described in the SECOND SCHEDULE written herein shall include the PURCHASERS' proportionate undivided share in the COMMON AREAS AND INSTALLATIONS as also in the LAND comprised in the said PREMISES attributable to the said FLAT.
- (l) SHARE IN THE PREMISES shall mean proportionate undivided indivisible impartible variable share in the LAND comprised in the said PREMISES attributable to the FLAT agreed to be purchased hereunder by the PURCHASERS.
- (m) BUILDING ASSOCIATION shall mean any association that may be formed by the CO-OWNERS for the common purposes having such Rules, Regulations, Byelaws and Restrictions as be deemed proper and necessary by the Flat in their absolute discretion.
- (n) DATE OF COMMENCEMENT OF LIABILITY shall mean the date on which the PURCHASERS takes actual physical possession after fulfilling all her liabilities and obligations in terms hereof or the date of deemed possession upon expiry of the period specified in the notice by the DEVELOPER/CONFIRMING PARTY to the PURCHASERS to take possession of the FLAT irrespective of whether the PURCHASERS takes actual physical possession of the said FLAT, whichever be earlier.

(o) BUILDING PLAN shall mean the plan for construction of the BUILDING on the said PREMISES sanctioned by the Kolkata Municipal Corporation being BUILDING PLAN 2018130272 dated 07/01/2019, from the Kolkata Municipal Corporation.

(p) WORDS importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.

(q) Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER. Similarly, words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER;

(r) NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

1. NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:

In the PREMISES, aforesaid and further in consideration of the sum of Rs. ....only) being the lawful money of the Union of India in hand well and truly paid by the PURCHASERS to the DEVELOPER/CONFIRMING PARTY herein in the manner as per Memorandum of Consideration hereunder written and/or given at or before the execution of these presents, the receipt whereof the DEVELOPER/CONFIRMING PARTY herein admits and acknowledges and of and from the payment of the same and every part thereof, the DEVELOPER/CONFIRMING PARTY herein doth hereby forever, release, discharge and acquit the PURCHASERS herein and the infrastructure of the below-mentioned FLAT hereby sold and transferred and the DEVELOPER/CONFIRMING PARTY doth hereby grant, sale, convey, transfer, assign and assure unto and to the PURCHASERS herein of ALL THAT one self-contained residential Flat Bearing No. ....on the .....Floor of the G +III Storied Building admeasuring a super built up area of.....) square feet on the .....side consisting of .....Bedroom,

.....Dinning cum Kitchen, ....Verandha/Balcony, along with ALL THAT the common parts and/or general portions and/or common areas and facilities TOGETHER WITH the undivided proportionate share or interest in the Land of the G + III Storied Building comprised in the Premises No. 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, Kolkata – 700082, which is more fully and particularly described in the SECOND SCHEDULE hereunder written and delineated in the map/plan attached hereto ALONG WITH ALL THAT the common parts and/or general portions and/or COMMON AREAS and facilities TOGETHER WITH the undivided proportionate share or interest in the LAND (more fully and particularly mentioned, described, enumerated, provided and given under the FIRST SCHEDULE hereunder written) comprised in the said PREMISES underneath the G + III Storied Building TOGETHER WITH all easement rights of common passages, COMMON AREAS and facilities, paths, landings, entrance and exit, drain, sewerage, water course, common roof rights, water connection, overhead and underground water reservoir, septic tank, along-with all fittings, fixtures and installations thereto attached, which is more fully and particularly described in the THIRD SCHEDULE hereunder written in the BUILDING TOGETHER WITH permanent hereditary and absolute right to use and occupation TOGETHER WITH all right of easements and quasi easements services and facilities attached to the said PREMISES under the Municipal limits of the Kolkata Municipal Corporation and also in the common attributable to the said FLAT completed and made habitable by the PURCHASERS herein from the DEVELOPER/CONFIRMING PARTY AND the reversion or reversions, remainder or remainders and the rents, issues and profits of and in connection with the FLAT hereby granted sold, conveyed and transferred or expressed or intended so to be AND all the estates, rights, title, interest, property, claim and demand whatsoever of the DEVELOPER/CONFIRMING PARTY herein into out of or upon the FLAT hereby granted, sold, conveyed, and transferred TOGETHER WITH all the 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 herein TO HAS AND TO HOLD the same and every part or parts thereof unto the PURCHASERS herein absolutely and forever free from all encumbrances, trusts, liens, lis-pendens and attachments whatsoever (save those as is expressly mentioned herein) SUBJECT NEVERTHELESS to the PURCHASERS covenant hereunder contained AND ALSO SUBJECT to the right of passage to the DEVELOPER/CONFIRMING PARTY and occupiers of FIRST SCHEDULE property and over the said common passage.

2. THE DEVELOPER/CONFIRMING PARTY HEREIN DO TH HEREBY COVENANT WITH THE PURCHASERS HEREIN as follows:

a. The interest which the DEVELOPER/CONFIRMING PARTY herein doth hereby profess to transfer subsists and that the DEVELOPER/CONFIRMING PARTY herein has good right, full power absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the infra-structure of the FLAT on the ..... Floor admeasuring a super built up area of .....square feet on .....side of the G + III STORIED BUILDING ALONG WITH undivided proportionate share in the LAND comprised in the said PREMISES and in the COMMON AREAS hereby granted, conveyed, transferred, assigned and assured unto and to the PURCHASERS in the manner aforesaid.

b. 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 in respect of the said FLAT on the .....admeasuring a super built up area of .....square feet on the .....side of the G + III Storied Building.

c. It shall be lawful for the PURCHASERS herein from time to time and at all times hereafter peaceably and quietly but subject nevertheless to the provisions herein

contained and also payment, inter alia, of the common expenses/maintenance charges or any other sum as may be fixed by the person or persons responsible for maintenance and protection of the BUILDING and shall hold, use, possess and enjoy the FLAT on the .....Floor admeasuring a super built up area of .....square feet on the ..... side of the G + III Storied Building and every part thereof and to receive the rents issues and profits thereof without any interruption, hindrance, claim or demand or disturbance whatsoever from or by the DEVELOPER/CONFIRMING PARTY herein or any person or persons claiming through under or in trust for the DEVELOPER/CONFIRMING PARTY herein.

d. The FLAT on the..... Floor admeasuring a super built up area of ..... square feet on the .....sideof the G + III Storied Building hereby sold and transferred or intended so to be is free and discharged from and against all manner of encumbrances whatsoever.

e. The DEVELOPER/CONFIRMING PARTY covenants with the PURCHASERS herein that the DEVELOPER/CONFIRMING PARTY herein shall from time to time and at all times hereafter upon every reasonable request and at the cost of the PURCHASERS make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matter and things whatsoever for better or more perfectly assuring the properties, benefits and rights hereby granted, sold, conveyed and transferred unto and to the PURCHASERS in the manner aforesaid as shall or may be reasonably required by the PURCHASERS herein.

f. TheDEVELOPER/CONFIRMING PARTY herein covenants with the PURCHASERS herein that the DEVELOPER/CONFIRMING PARTY shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable requests and at the cost of the

PURCHASERS herein or their Attorney or agent or at any trial, commission or examination or otherwise as occasion shall require, produce all or any of the deeds, documents and writings relating exclusively to the said PREMISES and as is in the possession or custody of the DEVELOPER/CONFIRMING PARTY herein and also shall or the like request and cost deliver to the PURCHASERS herein such attested or other copies or extracts of and from such deeds, documents and writings as the PURCHASERS herein may require and will in the meantime unless prevented, as aforesaid, keep the said deeds, documents and writings safe, unobliterated and unconcealed.

g. The PREMISES whereon the said undivided proportionate share is comprised is not hit by the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or that the same is not hit by the provisions of Calcutta Thika Tenancy Act.

h. The DEVELOPER/CONFIRMING PARTY herein has not concealed and/or suppressed any material defects in the title of the FLAT on the .....Floor admeasuring a super built up area of .....square feet on the .....sideof the G + III Storied Building.

3. THE PURCHASERS DOTH HEREBY COVENANT WITH THE DEVELOPER/CONFIRMING PARTY HEREIN AS FOLLOWS:

a. The PURCHASERS herein so as to bind the DEVELOPER/CONFIRMING PARTY herein for the time being of the other UNIT(S)/FLAT(S) and so that this covenant shall be for the benefit of the FLAT on the Second Floor admeasuring a super built up area of .....square feet on the North-East sideof the G + III Storied Building, and other plots therein and every part thereof hereby covenants with the DEVELOPER/CONFIRMING PARTY and with CO-OWNERS of the other FLAT(S)/UNIT(S);



- b. That the PURCHASERS herein have examined and inspected the construction of the BUILDING and the facilities and/or amenities provided in the FLAT on the Second Floor admeasuring a super built up area of .....square feet on the .....sideof the G + III Storied Building and have fully satisfied themselves with regard thereto and the nature, scope and extent of the benefits or interest provided to the PURCHASERS herein.
- c. The PURCHASERS herein now shall at all times hereafter regularly and punctually make payment of all the Municipal and other rates and taxes and other outgoings, cases, penalties, interests and impositions (including water tax and other property taxes) in respect of the FLAT on the..... Floor admeasuring a super built up area of .....square feet on the .....sideof the G + III Storied Building, whatsoever shall arise hereinafter without any claim and/or demand of reimbursement of any kind whatever from the DEVELOPER/CONFIRMING PARTY herein in any manner whatsoever in connection with the same and/or aforesaid and so long as the said FLAT is not separately assessed, the PURCHASERS herein shall pay proportionate share of all such taxes, cases, impositions and outgoings in respect of the FLAT on the .....Flooradmeasuring a super built up area of.....square feet on the .....sideof the G + III Storied BuildingStoried Building in the manner aforesaid.
- d. The PURCHASERS herein shall within one year from the date of execution of this presents or so soon thereafter apply for and obtain mutation of the FLAT from the Kolkata Municipal Corporation and shall also obtain separate assessments of the FLAT on the Second Floor admeasuring a super built up area of .....square feet on the .....sideof the G + III Storied Building.

- e. To keep the FLAT on the .....Floor admeasuring a super built up area of .....square feet on the .....side of the G + III Storied Buildingand walls, sewers, drains, pipes cables and wires in good repair so as to support shelter and protect the other parts of the BUILDING.
- f. The PURCHASERS herein bind themselves to pay regularly and punctually and every month to the person or persons responsible for maintenance and protection and rendition of the services in common to the CO-OWNERS of the BUILDING, the proportionate share of the expenses and outgoings mentioned hereunder.
- g. To observe and perform the rules and regulations and restrictions from time to time in force for the use and maintenance of the BUILDING and in particular the COMMON AREAS and installations for the benefit of all the CO-OWNERS.
- h. To use the FLAT on the .....Floor admeasuring a super built up area of .....square feet on the .....sideof the G + III Storied Buildingand/or the conveyed portion herein for the residential purpose.
- i. Not to claim any partition or sub-division of the LAND comprised in the said PREMISES or the COMMON AREAS or the common installations and not to partition the FLAT on the ..... Floor admeasuring a super built up area of ..... square feet on the .....sideof the G + III Storied Buildingby metes and bounds excepting with the prior permission.
- j. To observe the rules framed or to be framed from time to time after completion of registration and mutation by all CO-OWNERS and by the Society or Association at the said PREMISES for quiet and peaceful enjoyment of the said BUILDING.
- k. To allow the representative of the Society or Association or its workmen to enter into the FLAT on the .....Floor admeasuring a super built up area of

.....square feet on the .....sideof the G + III Storied Buildingfor the purpose of inspection, if deemed necessary in common interest.

l. As aforesaid further to pay and bear the COMMON EXPENSES and other outgoings and also the rates and taxes for and/or in respect of the said BUILDING proportionately and for the said FLAT on the .....Floor admeasuring a super built up area of .....square feet on the .....sideof the G + III Storied Buildingwholly and/or to make deposit on account thereof in the manner mentioned hereunder with the Association or Society formed on the said PREMISES.

m. To observe, perform and comply with all the rules and regulations and bye-laws for all times to come for the protection, maintenance of the said BUILDING in observance and conformation with the building rules and Corporation bye-laws and regulations in force and for fully and properly vesting the said remainder of the BUILDINGS and appurtenant LAND as common for use and/or occupation of the said FLAT on the ..... Floor admeasuring a super built up area of ..... square feet on the .....sideof the G + III Storied Buildingby the PURCHASERS herein of the other plot, portions by the holders thereof.

n. The PURCHASERS' undivided interest or share in the said PREMISES shall remain joint for all times with the other CO-OWNERS who may hereafter and/or hereto before have jointly acquired right, title and interest in the said portion of LAND and/or in the plot at their cost constructed thereon. It is being declared that the PURCHASERS shall have absolute right to sell, transfer, lease out, or let out FLAT on the .....Floor admeasuring a super built up area of .....square feet on the .....sideof the G + III Storied Buildingconstructed on the proportionate undivided share of the said LAND to any other party at a cost and amount the PURCHASERS herein will deem proper and fit for which other CO-OWNERS shall

- not have any objection whatsoever. Provided that any error in the description of the FLAT on the .....Floor admeasuring a super built up area of .....square feet on the .....sideof the G + III Storied Buildingand the said PREMISES, if subsequently discovered will not vitiate this sale but will be corrected by the PURCHASERS with the co-operation of the DEVELOPER/CONFIRMING PARTY herein at the cost of the PURCHASERS herein by executing rectification deed necessary for the purpose.
- o. To pay the proportionate maintenance charges, costs and expenses to the Society and/or the Association at the said PREMISES for the protection, maintenance and preservation of the said BUILDING.
  - p. The PURCHASERS herein should not cause any damage to the BUILDING and not be allowed for any structural change of their FLAT.
  - q. The roof of the said G + III Storied Building will be common to all the flat owner(s) and the Flat owner(s) shall not keep any material on the roof of said BUILDING and will not cause any damage to the roof.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of SAID PREMISES)

ALL THAT piece and parcel of the LAND admeasuring more or less about5 (Five) Kathas Along with one 100 (One Hundred) square feet dilapidated tiles shed brick walled structure standing thereon, lying and situated in Mouza – Haridevpur, District 24 Parganas, P.S. – Previously Behala than Thakurpukur and now Haridevpur,P.O. – Haridevpur, within the jurisdiction of Sub Registrar’s Office – Alipore, Pargana – Khaspur, Touzi No. – 40, R.S. – 35, J.L No. – 25, Under Khatia No. – 375 corresponding to Khatian no. 604, Dag No. – 535, now numbered as Premises No. – 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, having having Asesse No. – 411220908177, 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: Land falling under Dag No. 535;

On the SOUTH: Land falling under Dag No. 535;

On the EAST: 12 feet wide K.M.C.Road;

On the WEST: Land falling under Dag No. 535;

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 G + III Storied Building admeasuring a super built up area of .... (.....) square feet on the .....side consisting of....) Bedroom, .....Living Room, 1 (one) Dinning cum Kitchen, .....Verandha/Balcony, .....toilet, 1 (One) 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 and facilities together with the undivided proportionate share or interest in the land comprised in Premises No. – 1227, Ustad Amir Khan Sarani, Mailing address 22/3F, Ustad Amir Khan Sarani, having Asesse No. –within the limits of the Kolkata Municipal Corporation, Municipal Ward No. - ....., Borough –....., P.O. – Haridevpur, P.S. – Haridevpur, District – South 24 Parganas, Kolkata – 700082

THIRD SCHEDULE ABOVE REFERRED TO

COMMON AREAS

1. Common Passage including main entrance leading to the Flat and roof of the building.

2. Water pump, water tank, water supply pipes and water lines, Electric Service line, Electric main line, Staircase, Landings, Wiring, Electric meter for pump installed in the building and in the main meter room;
3. Meter room, Drainage & Sewerages;
4. Boundary walls and Main gate and other vacant/open spaces;
5. Such others common parts, areas, equipments, installations, fixtures, fittings and spares in or about the said building as necessary and such other things and materials likely to be commonly used by the Purchasers or used by her in common with the other occupants/owners of the Building.

#### FOURTH SCHEDULE ABOVE REFERRED TO

##### Common Expenses

1. 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;
2. The cost of salaries of Darwans, if any, sweepers, pump men, electricians, care taker and others employees, if any, for maintenance of the Building.

#### 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 3<sup>rd</sup> 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 & VARANDAH GRILL: Full covered verandah grill made by 5mmX 18 mm M.S Flat 3"High trace and staircase as per plan.
- I. WINDOW: All windows and verandahs 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.40/- to 45/-), if the purchaser choice their marble extra charge will be paid by the purchaser.
- 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 and Anchor 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 each flats/shop.
- 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 & Coldwater 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.

#### MEMORANDUM OF CONSIDERATION



RECEIVED a sum of Rs. ....only) as the total consideration for selling the Flat No. ....which is more-fully and particularly mentioned in the SECOND SCHEDULE above referred to from the PURCHASERS mentioned herein as per Memo below:

IN WITNESS WHEREOF the Parties herein have affixed their respective signatures to this DEED OF CONVEYANCE at Kolkata, on this ..... day of ....., 2019, in presence of the witnesses:

WITNESSES:

.....

.....

SIGNATURE OF THE PURCHASERS

.....

SRI SATYABRATA DAS

SOLE PROPRIETOR OF M/S. A.A. CONSTRUCTION

SIGNATURE OF DEVELOPER/CONFIRMING PARTY

DRAFTED AND PREPARED BY ME:

.....

KRISHNENDU MUKHERJEE,ADVOCATE,  
AT CALCUTTA HIGH COURT,

ENROLMENT NO. WB/552/2008

Mob: 9804815865.

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