

POSSESSION LETTER

We, (1) **SRI SUDIP DEY** son of Late Chittaranjan Dey, residing at 19, Railway Gate, Old Ambagan, Palta, P.O.- Bengal Enamel, P.S-Noapara, Distict- North 24 Parganas, Pin-743122, West Bengal (2) **SRI SURAJIT PAUL**, son of Sri Jiban Paul, residing at Ambagan Colony, Palta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, (3) **SRI GOUTAM GHOSH**, son of Late Gopal Chandra Ghosh, residing at Udayan Pally, Chowmatha, P.O.- Ichapore-Nawabganj, P.S-Noapara, Distict- North 24 Parganas, Pin-743144, West Bengal (4) **SRI SANJAY PAUL**,son of Sri Jiban Paul, residing at Ambagan Colony, Palta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, (5) **SRI NITAI KUNDU**, son of Late Radha Krishna Kundu, residing at Old Ambagan Link Road, Palta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, being the Developer today on _____ have delivered physical possession of a self contained residential flat, identified by Flat No. _____, measuring more or less _____ Sq.ft. super built up area, located at _____ floor of the premises namely _____ togetherwith undivided proportionate share of land togetherwith all common facilities and amenities attached with the said building, lying and situated at Mouza- Ichapore (land measuring 1 Cottaha 14 Chittacks), J.L.No.3, R.S.No.89, Touzi No.617 of the Collector of North 24 Parganas, comprised and contained in R.S.Dag No.6303, under R.S.Khatian No.186, corresponding to L.R.Dag No.9548, under L.R.Khatian Nos.23276, 23272, 23275, 23274 & 23273, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality, under P.S.- Noapara. District- North 24 Parganas and lying in Mouza- Palta (land measuring 2 Cottahas 2 Chittacks). J.L.No.4. R.S.No.37. Touzi No.1070/2834 of the Collector of North 24 Parganas, comprised and contained in R.S.Dag No.1124, under R.S.Khatian No.761, corresponding to L.R.Dag No.1456, under L.R.Khatian Nos.2070, 2072, 2068, 2069 & 2071, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality being Municipal Holding No.351 of Palta Link Road, under Ward No. 11, under P.S.- Noapara, District- North 24 Parganas, to the Purchasers namely (1) _____ son/wife/ daughter of _____, (2) _____ son/wife daughter of _____ both are residing at _____

Signature of the Developer.

ACKNOWLEDGMENT

We, (1) _____ son/wife/daughter of _____, (2) _____ son/wife daughter of _____ both are residing at _____ . have taken physical possession of the concerned flat with our full satisfaction on this very date.

Signature of the Purchasers

AADRISH DEVELOPERS
Nitai Kundu Partner
AADRISH DEVELOPERS
Sanjay Paul Partner
AADRISH DEVELOPERS
Goutam Ghosh Partner
AADRISH DEVELOPERS
Surajit Paul Partner
AADRISH DEVELOPERS
Sudip Dey Partner

Indian, residing at Udayan Pally, Chowmatha, P.O.- Ichapore-Nawabganj, P.S.-Noapara, Distict- North 24 Parganas, Pin-743144, West Bengal (4) **SRI SANJAY PAUL**, (PAN-BJBPP2988R) son of Sri Jiban Paul, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Ambagan Colony, Palta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, (5) **SRI NITAL KUNDU**, (PAN-AHIPK6523H) son of Late Radha Krishna Kundu, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Old Ambagan Link Road, Palta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, the partners of **ADDRISH DEVELOPERS** (PAN-ABMFA3392A), a Partnership firm having its office at Link Road, Palta, P.O.- Bengal Enamel, P.S.-Noapara, Distict- North 24 Parganas, Pin-743122, West Bengal, by virtue of power entrusted to them through a registered Developer Power of Attorney, duly registered at A.D.S.R.O., Barreckpore on 15.05.2019 and was recorded in Book No.1, Volume No.1505-2019, pages from 651148 to 651168, being No.150502312 for the year 2019.

AND

ADDRISH DEVELOPERS (PAN-ABMFA3392A), a Partnership firm having its office at Link Road, Palta, P.O.- Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, represented by its partners (1) **SRI SUDIP DEY** (PAN-BCIPD1801P), son of Late Chittaranjan Dey, by faith- Hindu, by occupation-Business, residing at 19, Railway Gate, Old Ambagan, Palta, P.O.- Bengal Enamel, P.S.-Noapara, Distict- North 24 Parganas, Pin-743122, West Bengal (2) **SRI SURAJIT PAUL**, (PAN-BIVPP6882M) son of Sri Jiban Paul, by faith- Hindu, by occupation-Business, by nationality- Indian, residing at Ambagan Colony, Palta, P.O.- Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, (3) **SRI GOUTAM GHOSH**, (PAN-AFIG3003Q) son of Late Gopal Chandra Ghosh, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Udayan Pally, Chowmatha, P.O.- Ichapore-Nawabganj, P.S.-Noapara, Distict- North 24 Parganas, Pin-743144, West Bengal (4) **SRI SANJAY PAUL**, (PAN-BJBPP2988R) son of Sri Jiban Paul, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Ambagan Colony,

Contd...P-4.

ADDRISH DEVELOPERS

Sanjay Paul,

Partner

AGREEMENT FOR SALE

THIS DEED OF AGREEMENT is made on this _____ day of _____ 2020 (Two Thousand twenty) **BETWEEN**

Palta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, (5) **SRI NITAL KUNDU**, (PAN-AHIPK6523H) son of Late Radha Krishna Kundu, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Old Ambagan Link Road, Palta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**.

AND

(1) **SRI/SMT.MISS** _____, son/wife/daughter of Sri Late _____, by faith- _____, by Nationality - Indian, residing at _____
 (2) **SRI/SMT.MISS** _____, son/wife/daughter of Sri Late _____, by faith- _____ by occupation- _____, by Nationality - Indian, residing at _____
 hereinafter called and referred to as the "**PURCHASERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her/his/their heirs, executors, administrators, successors, legal representatives and/or assigns) of the **THIRD PART**.

WHEREAS one Smt. Provabati Kundu wife of Late Dharendra Nath Kundu purchased two adjacent plots of Bagan land, one measuring more or less 1 Cottahas 14 Chittacks togetherwith all easements rights appertaining thereto, lying and situated at Mouza- Ichapore, J.L.No.3, R.S.No.89, Touzi No.617 of the Collector of North 24 Parganas, comprised and contained in R.S.Dag No.6303, under P.S.Khatian No.186, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality, under P.S.-Noapara, District- North 24 Parganas and another measuring more or less 2 Cottahas 2 Chittacks togetherwith all easements rights appertaining thereto, lying and situated at Mouza- Palta, J.L.No.4, R.S.No.37, Touzi

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(1) **SMT. SUBHRA ASH** (PAN-ANGPA4882K) wife of Late Shyamal Kumar Ash and daughter of Late Dharendra Nath Kundu, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at Kalibari Road, Noapara, P.O. & P.S.- Baraset, District- North 24 Parganas, Kolkata- 700 124, West Bengal, (2) **SMT. SUDESHNA PAUL** (PAN-BVZPP68372D) wife of Sri Atin Paul and daughter of Late Swapan Kundu alias Swapan Kumar Kundu, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at Village and Post- Haroa, P.S.- Haroa, District- North 24 Parganas, Pin-743425, West Bengal, (3) **SMT. SHREOSLAON** (PAN-BBTPAB436K) wife of Sri Sukanta Aon and daughter of Late Swapan Kundu alias Swapan Kumar Kundu, by faith- Hindu, by occupation-Housewife, by nationality- Indian, residing at Hill View Colony, NS-21, J.S.P.L., P.O.-Patrapali, Kharsia Road, P.S. & District-Raigarh, Chhattisgarh-496001, (4) **SRI SUBRATA KUNDU** (PAN-ILPPK2676B) son of Late Dharendra Nath Kundu, by faith- Hindu, by occupation-Business, by nationality- Indian, residing at Old Ambagan Link Road, Palta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, (5) **SRI SUDIP KUNDU** (PAN- HQBPK4520B) son of Late Dharendra Nath Kundu, by faith- Hindu, by occupation-Service, by nationality- Indian, residing at Old Ambagan Link Road, Palta, P.O.-Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, hereinafter collectively called and referred to as the "**LAND OWNERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and/or assigns) of the **FIRST PART**.

The Vendors herein are represented by their Constituted Attorney (1) **SRI SUDIP DEY** (PAN-BCIPD1801P), son of Late Chittaranjan Dey, by faith- Hindu, by occupation-Business, residing at 19, Railway Gate, Old Ambagan, Palta, P.O.- Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal (2) **SRI SURAJIT PAUL**, (PAN-BIVPP6882M) son of Sri Jiban Paul, by faith- Hindu, by occupation-Business, by nationality- Indian, residing at Ambagan Colony, Palta, P.O.- Bengal Enamel, P.S.-Noapara, District- North 24 Parganas, Pin-743122, West Bengal, (3) **SRI GOUTAM GHOSH**, (PAN-AFIG3003Q) son of Late Gopal Chandra Ghosh, by faith- Hindu, by occupation- Business, by nationality-

AND WHEREAS in pursuance of the said Development Agreement, dated 15.05.2009 and the said Development Power of Attorney, the developer herein has been constructing a multi-storied building consisting of several flats, shops and garages in accordance with the building plan sanctioned by the North Barrackpore Municipality, duly sanctioned and approved by the North Barrackpore Municipality, Vide Sanctioned Building Plan No.422 of 2019-2020, dated 29.02.2020.

AND WHEREAS the Purchaser/s hereinafter being satisfied the title of the Vendors and the Developer in respect of the said property after inspection of the relevant papers and documents and the plan of the proposed building has agreed to purchase a self contained residential flat, identified by Flat No. _____, measuring more or less _____ Sq.ft. Super Built up area, located at _____ Floor of the premises namely _____ TOGETHERWITH undivided proportionate share in the land comprised in the said property TOGETHERWITH proportionate share in common areas at price of Rs. _____ (Rupees _____) only @ Rs. _____ per sq.ft. under the terms and conditions hereinafter appearing to which the Developer and the Vendors have agreed.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. The Purchaser/s have agreed to purchase the said Flat more fully and particularly described in the Second Schedule hereunder written and consideration money of the said flat is Rs. _____ (Rupees _____) only including super built up area payable in installment the said consideration including the cost of the undivided proportionate share of the land in the premises more fully and particularly described in the Second Schedule hereunder written and the Developer has already agreed to accept the consideration amount of the purchased price of the said flat from the Purchaser/s by the following manner :-

(i) Rs. _____ only will be paid by the Purchaser/s to the Developer at the time of execution of this agreement.

(ii) The Purchaser/s will pay the balance Rs. _____ only to the Developer at the time of registration of the Deed of Sale or at the time of taking possession of the Flat within _____ months,

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whichever is earlier. If the super built up area is found more or less, the adjustment regarding the same will be effected in the price at the time of execution or registration and at the time of giving possession of the said Flat.

2. The Developer undertakes that the construction works of the said Flat will be completed through the constructor as per specification, on behalf of the Purchaser/s and in that case the Purchaser/s shall have no objection in any manner.

3. The details of the specification of the construction of the proposed building have been furnished in the Third Schedule hereunder written and any extra work than those specified therein shall be charged and payable extra as per the rate to be decided by the Developer before execution of the said work for which no outside contractor will be allowed to work. All payment for extra work shall be made by the Purchaser/s before commencement of the work by the Developer.

4. The Purchaser/s under no circumstances shall be entitled to claim possession of the said Flat until the total consideration money of the said Flat mentioned in this Agreement are paid in fully by them to the Developer.

6. The Developer shall give possession of the said Flat to the Purchaser/s on paying full price as mentioned above and the Purchaser/s shall take possession within 30 days from the date of notice to be served by the Developer to them and under no circumstances the Developer shall be liable to handover the possession.

7. On taking possession of the said Flat the Purchaser/s shall be entitled to occupy the said Flat to use the same only for residential purpose and shall observe and comply with all laws and regulations of the Government and the Barrackpore Municipality and any Govt. bodies upon the Purchaser/s taking possession of the said Flat which may be alleged unless the Purchaser/s has/have at before taking possession have intimated the same in writing the Developer.

8. The Purchaser/s shall bear and pay the proportionate share in the cost and maintenance of the common service and facilities as may be determined from time to time by the Developer or the Association to be formed as enumerated in the Schedule "B" hereto from the date of taking possession or registration of the Deed of Conveyance in favour of the Purchaser/s whichever is earlier.

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No.1070/2834 of the Collector of North 24 Parganas, comprised and contained in R.S.Dag No.1124, under R.S.Khatian No.761, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality, under P.S.-Noapara, District- North 24 Parganas, from Sri Hara Sankar Ghosh son of Sri Indra Kumar Ghosh, through a clear registered Sale Deed, duly registered at S.R.O., Barrackpore on 09.05.1962 and was recorded in Book No.1, Volume No.34, pages from 64 to 67, being No.2912 for the year 1962.

AND WHEREAS having purchased the aforesaid two adjacent plots of land through the aforesaid registered Sale Deed, the said Smt. Provatati Kundu got her name mutated with the Assessment Register of North Barrackpore Municipality and also got her recorded in the L.R.Settlement Records, Vide L.R.Dag No.9548, under L.R.Khatian No 4526, classified as Bastu in respect of the aforesaid property in Mouza- Ichapore and Vice L.R.Dag No.1456, under L.R.Khatian No.303/3, classified as Bastu in respect of the aforesaid property in Mouza- Palta and thereafter she constructed a pucca brick built two storied residential building total measuring 2750 Sq.ft. (Ground floor measuring 1400 Sq.ft. and First floor measuring 1350 Sq.ft.) covered area standing thereon as per sanctioned building plan, duly approved and sanctioned by the North Barrackpore Municipality and paid taxes to the authority concerned during her life time.

AND WHEREAS the said Smt. Provatati Kundu died intestate on 30.01.1997, leaving behind her the following persons as her only legal heirs, under the provision of Hindu Succession Act, 1956 in respect of the aforesaid property.

Sl.No.	Name.	Relationship with the Deceased.
(i)	Smt. Subhra Ash.	Married daughter.
(ii)	Sri Swapan Kundu @ Swapan Kr. Kundu.	Son.
(iii)	Sri Subrata Kundu.	Son.
(iv)	Sri Sudip Kundu.	Son.

AND WHEREAS one of the Co-sharer namely Swapan Kundu alias Swapan Kumar Kundu died intestate on 28.01.2011 and his beloved wife

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AADRISH DEVELOPERS

Sanjay Paul

Partner

Smt.Sikha Kundu died intestate on 24.03.2002, leaving behind him, their two married daughters namely Smt. Sudeshna Paul wife of Sri Atin Paul and Smt. Shreosi Aon wife of Sri Sukanta Aon are the legal heirs in respect of his 1/4th undivided individual share in the aforesaid property left by deceased Provatati Kundu.

AND WHEREAS the Land Owners herein became absolutely seized and possessed of and/or otherwise entitled to a total plot of land measuring more or less 4 (Four) Cottahas, lying in Mouza- Ichapore (land measuring 1 Cottaha 14 Chittacks), comprised and contained in R.S.Dag No.6303, under R.S.Khatian No.186, corresponding to L.R.Dag No.9548, under L.R.Khatian No.4526, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality, under P.S.-Noapara, District- North 24 Parganas and lying in Mouza- Palta (land measuring 2 Cottahas 2 Chittacks), comprised and contained in R.S.Dag No.1124, under R.S.Khatian No.761, corresponding to L.R.Dag No.1456, under L.R.Khatian No.303/3, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality being Municipal Holding No.351, under Ward No.11, under P.S.-Noapara, District- North 24 Parganas, by virtue of inheritance and thereafter the Vendors herein got their names mutated with the L.R.Settlement Records in respect of Mouza-Palta, Vide L.R.Dag Nos.1456, under L.R.Khatian Nos.2070 (in the name of Subhra Ash), 2072 (in the name of Shreosi Aon), 2068 (in the name of Subrata Kundu), 2069 (in the name of Sudip Kundu), 2071 (in the name of Sudeshna Paul) and in respect of Mouza-Ichapore, in L.R.Dag No.9548, under L.R.Khatian Nos.23274 (in the name of Subhra Ash), 23276 (in the name of Shreosi Aon), 23272 (in the name of Subrata Kundu), 23273 (in the name of Sudip Kundu), 23275 (in the name of Sudeshna Paul) and have paying taxes to the authority concerned regularly and also have been in peaceful physical possession over the same.

AND WHEREAS due to their better use and enjoyment over their plot of land and also to construct or cause to be constructed a multi storied building consisting of several number of residential flats, shops and garages over the said plot of land, morefully and particularly described in the FIRST SCHEDULE hereinbelow, the Vendors herein had entered into a registered Development Agreement with the Developer herein on 15.05.2019 and was also recorded in Book No.1, Volume No.1505-2019, pages from 64872 to 64929, being No.1505-2306 for the year 2019.

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thereafter no objection will be accepted either by the Developer so raised by the Purchaser/s for any importance or least matter in respect of quality of materials or defective workmanship or any other account whatsoever.

(k) It is also agreed by the Purchaser/s that in case of any sales tax or Service tax or GST (Goods and Service Tax) is applicable as per the provision of Central Govt. or W.B. Sales Tax Act at present or by future amendments, the same will be paid by the Purchaser/s directly to the sales Tax Authority or through the Developer as and when the same will be demanded by the authority and the Developer shall not be liable for any Tax including GST or penalty or interest on non-payment or delayed payment of such tax including.

SCHEDULE ABOVE REFERRED TO:
(Description of the property hereby developed)

ALL THAT piece and parcel of a total plot of land measuring more or less 4 (Four) Cottahas TOGETHERWITH a pucca brick built multi storied residential building standing thereon, lying in Mouza- Ichapore (land measuring 1 Cottaha 14 Chittacks), J.L.No.3, R.S.No.89, Touzi No.617 of the Collector of North 24 Parganas, comprised and contained in R.S.Dag No.6303, under R.S.Khatian No.186, corresponding to L.R.Dag No.9548, under L.R.Khatian Nos.23276, 23272, 23275, 23274 & 23273, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality, under P.S.-Noapara, District- North 24 Parganas and lying in Mouza- Palta (land measuring 2 Cottahas 2 Chittacks), J.L.No.4, R.S.No.37, Touzi No.1070/2834 of the Collector of North 24 Parganas, comprised and contained in R.S.Dag No.1124, under R.S.Khatian No.761, corresponding to L.R.Dag No.1456, under L.R.Khatian Nos.2070, 2072, 2068, 2069 & 2071, under the limits of A.D.S.R.O., Barrackpore, within the jurisdiction of North Barrackpore Municipality being Municipal Holding No.351 of Palta Link Road, under Ward No.11, under P.S.- Noapara, District- North 24 Parganas, which is butted and bounded as under:

- ON THE NORTH : H/o. Jadav Chandra Ghosh & Madhusudan Ghosh.
- ON THE SOUTH : 16 ft. wide Municipal Road.
- ON THE EAST : 12 ft. wide Municipal Road.
- ON THE WEST : H/o. Mrinal Kanti Hari.

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THE SECOND SCHEDULE ABOVE REFERRED TO:
(Description of the said Flat)

ALL THAT a self contained flat together with the undivided impartible proportionate share of land identified as Flat No. _____, located at _____ Floor of the premises namely _____ togetherwith all common facilities and amenities attached with the said building, having _____ Sq.ft. super built up area be the same a little more or less consisting of _____ Bed Room/s, _____ Dining -cum- Drawing, _____ Toilets, _____ Kitchen, _____ Balcony/ies along with the proportionate share of the land underneath the flat situated at Municipal Holding No.351 of Palta Link Road, under Ward No.11 of North Barrackpore Municipality, under P.S.-Noapara, District- North 24 Parganas, which is butted and bounded as under:

- ON THE NORTH :
- ON THE SOUTH :
- ON THE EAST :
- ON THE WEST :

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Common portions)

1. Staircase on all floors.
2. Staircase landing on all floors.
3. Common passage and lobbies on the ground floor.
4. Water pumps, water tank reservoirs, water pipes, septic tank and all other common plumbing installations and sanitary installations.
5. Common electrical wirings, fittings and fixture.
6. Drainage and sewers.
7. Pump house.
8. Boundary wall and main gates.
9. Such other common parts, area, equipments, installations, fixtures, fittings and spaces on or about the said building as are necessary for passage to or user and occupancy of the said flats in common and as may be specified and/or determined from time to time to be common parts after constructions and completion of the said building but excluding the roof and/or terrace and covered and uncovered car parking space and areas.
10. Alternative water supply.
11. Roof of the top floor.
12. Provision of Lift.

Contd...P-13.

9. Until and unless the formation of the association the Developer shall manage and maintain the common portion by himself or through his authorized person or persons at the expenses of the co-owners including the Purchaser/s. All the cost and charges and expenses for and in connection with aforesaid shall be borne by the Purchaser/s and other co-owners proportionately.

10. All the costs, charges and expenses for stamp duty, registration fees and fees of the Advocate to be appointed by the Developer absolutely for the preparation of this Agreement and for completion of the Conveyance in favour of the Purchaser/s shall be borne and paid by the Purchaser/s absolutely.

11. The Developer will make arrangement for main electric meter, Transformer and Individual electric meter for the Electricity at the cost of the Purchaser/s and his/her/their other co-owners.

12. On completion of the said flat and all times hereafter the Purchaser/s shall be fully and absolutely entitled to own and hold the same unit and/or Flat and to use the common part in common with other Flat owners only upon fulfillment of all the terms of this Agreement by the Purchaser/s.

13. That on completion of the construction of the building and giving possession of the said Flat to the Purchaser/s and after receiving all consideration price of the said Flat the Developer shall have no liabilities and/on responsibilities above the said Flat in any manner whatsoever.

14. The Purchaser/s shall have right to use the roof with other flat owners but the Purchaser/s shall not claim any title over the top of the roof. The Developer shall have every right to install any tower, hoarding and any further construction over the top roof.

15. That if the Purchaser/s fail/s to purchase the aforesaid flat within the stipulated period of this agreement, in that event, the Developer shall have right to enter into an agreement with the other intending purchaser/s in respect of the said flat and earnest money which they received from the purchaser/s herein will be refunded at the time of execution of future agreement with the other purchaser or purchasers after deducting 20% of total earnest money as service charges and this agreement will be treated as cancelled.

Contd...P-10.

AADRISH DEVELOPERS

Sanjay Paul

Partner

15. THE PURCHASER/S DO HEREBY COVENANT/S WITH THE VENDORS AND THE DEVELOPER AS FOLLOWS :-

- a) To maintain the Flat at his/her/their own cost in good tenable repair and condition and not make any material addition/alteration thereof. To use the Flat or any part thereof or permit the same to be used only for the residential purpose.
- b) Not to store in his/her/their flat any goods which are hazards, combustible, dangerous and very heavy which may cause damage to the building.
- c) Not to demolish any part of the Flat and shall keep the portion, sewers drains, pipes in good tenable conditions and not cause damage to the columns, beams, walls and slabs or R. C. C. or other structural part of the building /Flat.
- d) Shall not assign or transfer his/her/their interest in the said Flat or those derived under this agreement until full payment made to the Developer and after observing the terms and conditions of this agreement.
- e) Shall not let, sublet, transfer, assign or part with his/her/their interest in the said Flat till all dues are paid to the Developer and without written consent of the Developer.
- f) To bear and pay local taxes to the competent authority from the date of possession and also will be paid the Service Tax if applicable by the State or Central Govt.
- g) Shall observe and perform all the rules and regulations which the owner's association or the co-operative society may adopt and additions alterations or amendment thereof.
- h) Shall permit the Developer and their agents to enter into and upon the said land and building with or without workmen at all reasonable times for the purpose of maintenance of common services of the building.
- i) Shall not demand for partition of the undivided common areas of the building.
- j) As soon as the Purchaser/s take/s possession of the said Flat it would be deemed that the Purchaser/s accepted the said Flat wherever it is and

Contd...P-11.

The building materials shall be as specified by the Architect of the building provided however proportion and quality of such materials shall confirm with the specification, approved by the Architect.

IN WITNESSES WHEREOF, the parties have hereunto set their respective signature on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF BY THE PARTIES:

1. _____
Signature of the Vendors.

2. _____
Signature of the Developer.

Signature of the Purchaser/s.

Contd...P-16.

RECEIVED Rs. _____ - (Rupees _____)
() only from the within Puchaser as
and by way of Earnest money as per following memo :

MEMO OF CONSIDERATION
Cheque No./Cash. Date. Issuing Bank/Branch. Amount.

Signature of the Developer.

Drafted and prepared by

(Sri Prabal Bhattacharyya)
Advocate,
Barrackpore Court.
Enrolment No.F-374/412/1990.

Typed by:

(Sri Subinoy Biswas)
A.D.S.R.O. Barrackpore.

**THE FOURTH SCHEDULE ABOVE REFERRED TO SPECIFICATION
FOR CONSTRUCTION & FEATURES OF LAND OWNERS FLATS.**

1. Structure & Foundation:- Reinforced cement concrete beams, columns, slabs etc. within fill up brick walls.
2. External Walls:- 8 1/2" thick brick work with 1:6 cement sand mortar.
3. Internal Walls:- 5 7/8" thick brick work with 1:4 cement sand mortar.
4. Plastering :- (a) External 18 mm thick in 1:6 cement sand mortar. (b) Internal 12 mm thick in 1:6 Cement sand mortar to walls. (c) Internal 6 mm. thick in 1:5 cement sand mortar to ceiling.
5. Staircase:- With marble with 4 inches skirting fitted with steel/aluminium square bar or any other ornamental railing suited with the design.
- Roof:- Surface will be finished with 1/2" to 3/4" sleep concrete and net cement finish.
6. Internal Finihs:- Wall putty.
7. External Finish:- All external wall surfaces will be finished with water proof cement paint over cement plaster and outside will be colored by the Developer as per their own choice.
8. Flooring:- Standard floor tiles flooring with 4" inches skirting. Within all area, rooms, space, dining, drawing and verandah etc including kitchen and Toilet which will made with Floor tiles.
9. Kitchen:- One stain less steel sink and specious cooking platform with black stone and room wall upto 4 ft. heights finished with glaze tiles and two standard C.P. top, one space for cylinder below the kitchen platform. One exhaust fan point to be provided.
10. Toilet:- (Each) Toilet will be provided with tiles flooring and side walls be finished with glaze tiles 5ft. with border with white commode, cistern, wash basin, shower, two C.P. taps cold and hot water tap standard fixture preferable. Pan and Basin.
11. Wood work and Joinery:- All door frames will be sal wood/equivalent section. All door shutters (except toilet door) will be flash door fitted with locking devices.
12. Iron steel/Aluminium works and glazing:- All windows will be with composite grill and with aluminium sliding window. All balcony will have railing of M.S. Flat/square M.S. Bars or R.C. railing as per the elevation of the building.

Contd...P-14.

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Sanjay Paul

--- Partner ---

13. Painting:- All door, frames, shutters, steel surfaces will be painted with enamel paint.
14. Electricals:- All electrical lines will be concealed with PVC conduit and the wires will be COPPER of reputed brand.
- Bed rooms :- Two light points, one fan point, one plugpoint, one night lamp point nearest to the floor.
- Drawing & Dining:- Two light point, two fan points, two plug points (15 Amp. & 5 Amp where necessary).
- Kitchen:- One light point, two plug points, one 15 Amp and another 5 Amp. each, one exhaust fan point.
- Toilet :- One light point and exhaust fan plug point. One gyser point intoilet and fitted with western commode.
- Verandah :- One light point & one plug point.
- Calling Bell :- Point for each flat.
- Water point :- Total 8 Nos. water point will be provided In each flat.

15. SANITARY PLUMBING AND WATER SUPPLY WORKS:

Septic tank will be provided which will be connected to the existing surface drain where the effluent from the septic tank will be discharged. All sanitary fittings and fixtures will be with white vitriuous china and of standard make and quality. Each flat will get 24 (twenty four) hours water supply from the roof water tank/reservoir, which will be filled from the deep tube well through the over head water reservoir, stopcock outside every flat will be provided.

16. Hardware :- All necessary hardware fittings will be anodized aluminium/brass in doors and windows except in locking devices of any reputed company.

Contd...P-15.

Ref No:

Date: XX-XX-20XX

To,
Mr. XXXXX
ADDRESS
[Customer Identity No. ____]

Sub: Provisional Allotment of Apartment No. [●], [●] floor, Block [●] of Sangati Siliguri within Kanchan Janga Integrated Industrial Hub at [●] (HIRA Registration No. [●]; webpage [●])

Ref: Your Application No. [●] dated [●].

Dear Sir,

In response to your application, we are pleased to provisionally allot in your favour a [●] BHK **Apartment No. [●]** on the [●] floor of Block [●] in "**Sangati Siliguri**" within Kanchan Janga Integrated Industrial Hub, having a carpet area of [●] sq. ft. exclusive balcony having an area of [●] sq. ft., exclusive open terrace having an area of [●] sq. ft. corresponding to super built up area of [●] sq. ft. (hereinafter called the **Apartment**) along with [●] number of car parking space admeasuring _____ sq. ft. on the ground level. We also acknowledge receipt of Rs. [●] (Rupees [●]) towards part payment of Booking Amount for the Apartment No. [●].

The Total Price of the Apartment along with car parking space is confirmed at Rs [●]/- (Amount in words) and since you have opted for Down Payment Plan / Installment Payment Plan, you are required to pay the balance amount as per the Payment Schedule annexed herewith. Please note that the Total Price includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and cess,) up to the date of handing over the possession of the Apartment No. [●].

Breakup of Total Price:

Cost of Apartment with proportionate cost of common area	Rs. _____/-
Cost of right to use car parking space	Rs. _____/-
Preferential Location /Floor Rise Charges	Rs. _____/-
Goods and Service Tax	Rs. _____/-
Common Area Maintenance Charges for 12 months	Rs. _____/-

Please note the Apartment shall be allotted in your favour only upon receipt of the balance Booking Amount in terms of the Application Form. Therefore, we request you to make a payment of Rs. [●] plus GST of Rs. [●] aggregating to Rs. [●] (Rupees [●]) towards the Booking Amount for the Apartment by Pay Order/Demand Draft/Cheque in favour of "Kanchan Janga Integrated Infrastructure Development Private Limited", payable at XXXX, within [●] days from the date of this letter, i.e., on or before [●], failing which this provisional allotment will automatically stand terminated and Kanchan Janga Integrated Infrastructure Development Private Limited will be free to deal with the Apartment at its sole discretion.

This offer of provisional allotment shall not be treated as a sale or transfer document and does not create any right whatsoever or howsoever in your favour. The allotment of the Apartment shall remain provisional till the time a formal 'agreement to Lease' is executed and registered in your favour. The stamp duty, registration fee and incidental expenses with respect to the same shall be payable and borne by you.

We shall be sending you from time to time, the demand notice for future balance installment payments, which are to be paid in terms of the Agreement to Lease of the Apartment to be executed and registered.

Upon receipt of the balance booking amount including GST as stated herein above, the copy of Agreement to Lease printed on Stamp Paper will be sent to you for your perusal and records and intimate you the proposed date(s) for execution and registration of the said Agreement to Lease.

Your **Customer Identity** No. is [●] henceforth, please quote your Customer Identity No. as reference for your future payments and correspondence.

As a token of your acceptance of the provisions herein kindly sign and return duplicate copy of this letter attached herewith for our record.

Assuring you the best of our professional services at all times.

Thanking You,

Yours Sincerely,

For **Kanchan Janga Integrated Infrastructure Development Private Limited**

(Authorised Signatory)

Encl:

- 1) Payment Schedule
- 2) Money receipt of Application Money

I/We have gone through the contents of the letter and I/we agree and accept the same.

(Signature of Applicant)

(Signature of Joint Applicant)

DEED OF CONVEYANCE

This **DEED OF ABSOLUTE SALE** is made and executed on this _____ day of _____, Two Thousand _____

BETWEEN

Sri _____, son/wife/daughter of Sri/Late _____, aged about _____ years, holding PAN _____, by Caste _____, by Nationality Indian, residing _____ at _____, hereinafter called the "SELLER" (which expression shall mean and include his legal heirs, successors, successors-in-interest, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

Sri _____, son of _____, aged about _____ years, by Caste _____, by Nationality Indian, holding PAN _____, residing _____ at _____, hereinafter called the "PURCHASER" (which expression shall mean and include his legal heirs, successors, successors-in-interest, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

The SELLER and the PURCHASER are hereinafter referred collectively as parties and individually as party.

WHEREAS the SELLER is the absolute owner, in possession and enjoyment of the piece and parcel of _____ land measuring about _____ decimal, lying and situated in R.S. Plot Number _____, corresponding L.R. Plot Number _____, Recorded in R.S. Khatian Number _____ and L.R. Khatian Number _____, at Mouza _____, J.L. Number _____, Touzi Number _____, under Police Station _____, Registration Sub-District _____, in the district of _____, more fully and particularly described in the schedule here under written and hereafter referred to as the "**SCHEDULE PROPERTY**".

ANDWHEREAS the SCHEDULE PROPERTY was the self acquired property of _____, deceased father of the SELLER and he purchased the same from Sri _____, son of _____ of _____, by virtue of a Sale Deed dated _____, registered in the office of the _____, in Book 1, Volume No. _____, Pages _____ to _____, Being Number _____ for the Year _____.

ANDWHEREAS the said _____ died in-estate on _____ leaving behind his only son namely, Sri _____, the SELLER herein, as the only legal heir.

ANDWHEREAS the SELLER herein, as the only legal heirs of the deceased _____, have become the absolute owner of the SCHEDULE PROPERTY since the death of his father _____ on and he has been enjoying the same with absolute right, title and interest since then and he has clear and marketable title to the SCHEDULE PROPERTY.

ANDWHEREAS the SELLER being in need of funds to meet his personal commitments and

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Sanjay Paul,

Partner

family expenses have decided to sell the SCHEDULE PROPERTY and the PURCHASER has agreed to purchase the same.

ANDWHEREAS the SELLER agreed to sell, convey and transfer the SCHEDULE PROPERTY to the PURCHASER for a total consideration of Rs. _____ (Rupees _____) only and the PURCHASER herein agreed to purchase the same for the aforesaid consideration and to that effect the parties entered into an agreement on the _____.

NOW THIS DEED OF SALE WITNESSETH:

1. **THAT** in pursuance of the aforesaid agreement and in consideration of a sum of Rs. _____ (Rupees _____) only received by the SELLER in cash/cheque/bankdraft and upon receipt of the said entire consideration of Rs. _____ (Rupees _____) only (the SELLER doth hereby admit, acknowledge, acquit, release and discharge the PURCHASER from making further payment thereof) the SELLER doth hereby sell, conveys, transfers, and assigns unto and to the use of the PURCHASER the SCHEDULE PROPERTY together with the water ways, easements, advantages and appurtenances, and all estate, rights, title and interest of the SELLER to and upon the SCHEDULE PROPERTY TO HAVE AND TO HOLD the SCHEDULE PROPERTY hereby conveyed unto the PURCHASER absolutely and forever.
2. **THAT THE SELLER DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:**
 - i. **That** the SCHEDULE PROPERTY shall be quietly and peacefully entered into and held and enjoyed by the PURCHASER without any interference, interruption, or disturbance from the SELLER or any person claiming through or under him.
 - ii. **That** the SELLER have absolute right, title and full power to sell, convey and transfer unto the PURCHASER by way of absolute sale and that the SELLER have not done anything or knowingly suffered anything whereby their right and power to sell and convey the SCHEDULE PROPERTY to the PURCHASER is diminished.
 - iii. **That** the property is not subjected to any encumbrances, mortgages, charges, lien, attachments, claim, demand, acquisition proceedings by Government or any kind whatsoever and should thereby and the SELLER shall discharge the same from and out of his own fund and keep the PURCHASER indemnified.
 - iv. **That** the SELLER hereby declares with the PURCHASER that the SELLER have paid all the taxes, rates and other outgoings due to local bodies, revenue, urban and other authorities in respect of the SCHEDULE PROPERTY up to the date of execution of this sale deed and the PURCHASER shall bear and pay the same hereafter. If any arrears are found due for the earlier period, the same shall be discharged/borne by the SELLER.
 - v. **That** the SELLER have handed over the vacant possession of the SCHEDULE PROPERTY to the PURCHASER on _____ and delivered the connected original title document in respect of the SCHEDULE PROPERTY hereby conveyed on the date of execution of these presents.

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Sanjay Paul,

Partner

vi. That the SELLER will at all times and at the cost of the PURCHASER execute, register or cause to be done, all such acts and deeds for perfecting the title to the PURCHASER in the property hereby sold and conveyed herein.

vii. That the SELLER do hereby covenants and assures that the PURCHASER is entitled to have mutation of his name in all public records, local body and also obtain all documents in the name of the PURCHASER and undertakes to execute any deed in this respect.

SCHEDULE OF PROPERTY

All that piece and parcel of _____ land measuring about _____ decimal, lying and situated in R.S. Plot Number _____, corresponding L.R. plot Number _____, Recorded in R.S. Khatian Number _____ and L.R. Khatian Number _____, at Mouza _____, J.L. Number _____, Touzi Number _____, under Police Station _____, Registration Sub-District _____, in the district of _____, butted and bounded by:

On the North :

On the South :

On the East :

On the West :

IN WITNESS WHEREOF the SELLER and the PURCHASER have set their signatures on the day month and year first above written.

SELLER

PURCHASER

WITNESSES:

1.

2.

AADRISH DEVELOPERS

Sanjay Paul,

Partner