

Deed of Conveyance

THIS DEED OF CONVEYANCE executed on this _____ day of
_____, 2025

BY AND BETWEEN

“M/S MICRO VINIMAY PRIVATE LIMITED” being CIN No:

U51109WB2008PTC126676 dated 18.06.2008 (PAN NO. AAFCM6345N) a Private Limited company incorporated, under companies Act 1956 having registered office at 12 Noormal Lohia Lane, 3rd Floor, Post office – Burrabazar, Police station- Burrabazar Kolkata – 700007, represented by its Director **SRI BRIJRATAN MUNDHRA** being **DIN 06556099 (PAN: AIIPM1430A), (Adhaar No. 892344152711)** son of Sri Lila Dhar Mundra, by faith Hindu, by Nationality Indian by occupation Business residing at BE 15, Saha para P.O.

Deshbandhu Nagar P.S Baguihati Rajarhat Gopalpur Municipality, North 24 Parganas Kolkata 700059, hereinafter called and referred to as the **“OWNER”**

(which term or expression shall unless exclude or repugnant to the subject or context be deemed to mean and include it successors, successors-in office administrators, representatives, and assigns) of the **FIRST PART**.

“M/S AFCON ENTERPRISES” (PAN: ACLPJ1527F) a Proprietorship Firm having its office at 35/7, Hamid Munshi Lane , P.O & P.S Howrah, District – Howrah Pincode 711101, represented by its proprietor **SRI RAJENDRA PRASAD JAISWAL** (PAN: ACLPJ1572F) (AADHAAR No. 412511513606) son of Sri Ram Jaiswal by faith Hindu by Nationality – Indian, by occupation Business, residing at 35/7, Hamid Munshi by Lane P.O & P.S Howrah, District- Howrah Pin 711101, hereinafter called and referred to as the **“DEVELOPER”** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs executors, successors-in-office administrators and assigns) of the **SECOND PART**.

Whereas at the sale by public auction held on 7th day of February, 1953 by the Registrar,

High Court, Original Side, Calcutta, pursuant to the decree made in suit No. 2530 of 1947 of the said High Court between Srimati Sashi Prova Dassi as the plaintiff and Himangshu Kumar Dutta as the defendant and dated respectively the 9th day of May 1949 and the 18th day of December, 1950 one Srimati Santi Devi Jhunjhunwalla wife of Narayan Prosad Jhunjhunwalla was declare the highest bidder and the absolute purchaser at the price of sum of Rs. 81,500/- (Rupees Eight One Five Hundred) only of the property constituting Lot No. 1 described in the Notification of sale filed in the proceedings had in connection with the said sale and being specified as the Premises No. 37/1, Nayan Chand Dutta Street, Kolkata Particularly mentioned in the schedule contained in the said notification.

And Whereas by an order dated the 17th day of March 1953 made in the said suit the aforesaid sale was duly confirmed and the certificate of sale in respect of the said premises No 31/1, Nayan Chand Dutta Street, Kolkata Particularly mentioned in the schedule contained in the said notification.

And Whereas by an order dated the 17th day of March 1953 made in the said suit the aforesaid sale was duly confirmed and the certificate of sale in respect of the said premises No 31/1, Nayan Chand Dutta Street, in the town of Kolkata was duly granted to the said purchaser Srimati Santi Devi Jhunjhunwalla on the 18th day of August 1953 by the Registrar of the Honible High Court, Kolkata.

And Whereas the said Srimati Santi Devi Jhunjhunwalla upon her purchase the aforesaid property became seized and possessed of the entirety of the said premises No. 31/1 Nayan Chand Dutta Street in the town of Kolkata as the as the absolute owner of the said premises until her death.

And Whereas the said Srimati Santi Devi Jhunjhunwalla died intestate at Calcutta on or about 30th January 1957 leaving her surviving Narayana Prosad Jhunjhunwalla, her husband and the said Ladho Gopal Jhunjhunwalla alise Loddu Gopal Jhunjhunwalla and Rama Gopal Jhunjhunwalla alise Ram Gopal Jhunjhunwalla her two sons, both then minors under age of 18 years ass her only heirs under the Hindu Succession Act, 1956 by which she was governed.

And Whereas on the death of the said Srimati Santi Devi Jhunjhunwalla her said property being Premises No 31/1, Nayan Chand Dutta Street in the town of Kolkata devolved by succession on her heirs and legal representative absolutely in equal shares.

And Whereas the Laddo Gopal Jhunjhunwalla alise Laddu Gopal Jhunjhunwalla and Rama Gopal Jhunjhunwalla alias Ram Gopal Jhunjhunwalla had since then attained majority.

And Whereas by a Deed of Conveyance dated the 26th day of December, 1977 registered in the office of Registrar of Assurance-II, Calcutta and recorded in Book No.-I, Volume No 236, Pages 109 to 123, Being No.5934 for the year 1977 the said Narayan Prosad Jhunjhunwalla & Ram Gopal Jhunjhunwalla sold granted conveyed transferred, assured

and assigned unto Mohini Mohan Kundu ALL THAT the separated and demarcate Northern back Portion Being Lot No.11 formed out of and separated from the messuage, land, hereditaments, tenement, dwelling house and Premises No.31/1, Nayan Chand Dutta Street in the town of Kolkata measuring 3 Cottahs 11 Chittacks and 12sq.ft.

And Whereas the said Narayan Prosad Jhunjhunwalla, Laddo Gopal Jhunjhunwalla & Rama Gopal Jhunjhunwalla are thus then absolutely seized and possessed of or otherwise well and sufficiently entitled to the said separated and demarcated southern front portion formed out of land separated from the said messuage, land hereditaments, tenement, dwelling house and premises No.31/1, Nayan Chand Dutta Street in the town of Kolkata.

And Whereas By a Deed of sale dated 08.11.1979 Narayan Prosad Jhunjhunwalla, Laddo Gopal Jhunjhunwalla & Ram Gopal Jhunjhunwalla sold the southern portion of premises No.31/1, Nayan chand dutta street to in the office of registerar of Assurances-II, Calcutta and Book No.I, Volume No.169, Pages 65 to 74, Being 5971 for the year 1979. The Tarak Nath Dutta, & others duly mutated their name in the Assessment record of K.M.C. and got the separate number 31/1A, Nayan Chand Dutta Street.

And Whereas the said Tarak Nath Dutta died on 03.02.1999 leaving behind his wife Smt. Sabitri Dutta and his two daughters Sarmistha Das & Shyarmila Chandra as his only heiresses and Nemai Chand Dutta expired on 11.05.1998 leaving behind his wife Nilima Dutta on son Biswanath Dutta and only daughter Soma Upadhyay as his heirs heiresses and legal representative. Accordingly the said Debendra Nath Dutta, Sabitri Dutta, Nilima Dutta, Sarmistha Das, Sharmila Chandra, Biswanath Dutta and Soma Upadhyay became the joint and absolute owners of the land with brick built structure measuring 3 Cottahs, 2Chittacks and 43sq.ft. being entirely Seperated and demarcated southern front portion of 31/1, Now Known as 31/1A Nayan Chand Dutta Street, Kolkata- 700006

And Whereas Mohini Mohan Kundu after purchasing the separated and demarcated Northern back portion of premises No. 31/1, Now Known as 31/1A, Nayan Chand Dutta Street, Kolkata – 7000006 by a Deed of conveyance dated 26.12. 1977 vide No. 5934 for the year 1977 and thus absolutely seized and possessed of or otherwise well and sufficiently entitled to the said separated and demarcated Northen back portion of the Premises No. 31/1A, Nayan Chand Dutta Street in the town of Kolkata. The said Mohini Mohan Kundu mutated his name in record of K.M.C and got the separated number as 31/1B, Nayan Chand Dutta Street Kolkata.

And Whereas by a Deed of Conveyance dated 08.11.1979 Mohini Mohan Kundu sold & transferred the demarcated and separated Northen back portion of the Premises No. 31/1B Nayan Chand Dutta Street measuring 3(Three), cottahs, 11 (Eleven) Chittacks and 12 (Twelve) sq.ft to Sri Gour Sundar Dutta & Shyam Sundar Dutta vide Deed No. 5786 Book No. I, volume No. 283 Pages 15 to 25 for the year 1979.

And Whereas the said Gour Sundar Dutta & Shayam Sundar Dutta became the joint and absolute owners of the separated & demarcated Northern back Portion of said 31/ B, Nayan Chand Dutta Street, 3 Cottahs,11 Chittacks and 12Sq.ft.

And Whereas the said 1) Gour Sundar Dutta, 2) Shayam Sundar Dutta, 3) Smt Sabitri Dutta 4) Sri Debendra Nath Dutta, 5) Smt.Nilima Dutta 6) Smt. Sharmistha Das, 7) Smt. Sharmila Chandra 8) Smt. Soma Upadhyay, 9) Mr. Biswanath Dutta, Vendors therein become absolute owners of entire Premises No.31/1B & 31/1A, Nayan Chand Dutta Street (Northern + Southern Portion). The total land area became 3) Cottahs,11Chittacks and 12 Sq.ft. Northern) & 3) Cottahs,2Chittacks and 43Sq.ft Southern) total measuring about 6 cottahs,14Chittacaks 10Sq.ft. with dilapidated brick build structures therein.

And Whereas the said 1) Gour Sundar Dutta, 2) Shayam Sundar Dutta, 3) Smt Sabitri Dutta 4) Sri Debendra Nath Dutta, 5) Smt.Nilima Dutta 6) Smt. Sharmistha Das, 7) Smt. Sharmila Chandra 8) Smt. Soma Upadhyay, 9) Mr. Biswanath Dutta was the sole and absolute owners of the premises No. 31/1A & 31/1B, Nayan Chand Dutta Street. Kolkata duly mutated their name in the records of the Kolkata Municipal Corporation for the Premises No. 31/1A & 31/1B, Nayan Chand Dutta Street Kolkata- 700006.

And Whereas By a Deed of Conveyance dated 23.02.2009 M/s. Orchid Builders (P) Ltd. The purchased all that piece and parcel of land measuring about 6 Cottahs, 14 Chittacks 10Sq.ft. more or less with 4400Sq.ft. brick built dilapidated structures situate and lying at being Premises No. 31/1A & 31/1B, Nayan Chand Dutta Street Kolkata- 700006. Ward no 17 of the Kolkata Municipal Corporation, Police Station- Burtolla from 1) Gour Sundar Dutta, 2) Shayam Sundar Dutta, 3) Smt Sabitri Dutta 4) Sri Debendra Nath Dutta, 5) Smt.Nilima Dutta 6) Smt. Sharmistha Das, 7) Smt. Sharmila Chandra 8) Smt. Soma Upadhyay, 9) Mr. Biswanath Dutta for a valuable consideration mentioned therein which was registered in the office of the A.R.A.-II Calcutta and recorded in Book No. I, C.D. Volume No.5, Pages 9987 to 10009, Being No 01715 for the year 2009.

And Whereas the M/s. Orchid Builders (P) Limited thus absolutely seized and possessed of and or otherwise well and sufficiently entitled to the aforesaid property and mutated its name in the assessment record of Kolkata Municipal Corporation.

And Whereas by and indenture dt. 12.03.2012 the Yusuf Khan Purchased all that two storied brick built House together built house together with piece or parcel of land measuring about 6 cottahs, 14 chittacks 10 sq.ft. more or less lying and situated at premises No. 31/1A & 31/1B, Nayan Chand Dutta Street, Kolkata 700006 from M/s. Orchid Builders (P) Ltd for a value consideration mention therein which was registered in the office of the A.R.A – II Calcutta and recorded in the Book No. I.C.D Volume No. 10 Pages 540 to 563 Being No. 021317 for the year 2012.

And Whereas the Yusuf Khan was this absolutely seized and possessed of and or otherwise well and sufficiently entitled to ALL THAT the two storied brick built House together with piece and parcel of land measuring about 6cottahs, 14 Chittacks 10 sq.ft.

more or less lying and situated at premises No. 31/1A & 31/1B, Nayan Chand Dutta Street Kolkata 700006.

And Whereas the Yusuf Khan applied for amalgamation of both the premises No. 31/1A & 31/1B Nayan Chand Dutta Street, Kolkata 700006 into one premises for his better convenience and also applied for mutation in his name in the assessment record of KMC accordingly K.M.C. amalgamated both the premises Nos. into one premises and numbered as 31/1A Nayan Chand Dutta Street ward No. 017 Kolkata 700006.

AND WHEREAS Yusuf Khan this obtained mutation in his own name in the assessment record of K.M.C. as a sole owner of the Premises No. 31/1A , Nayan Chand Dutta Street, Ward No.017, Kolkata-700 006 and Vendor is thus absolutely sized and possessed of All That two storied brick built House together with piece and parcel of land measuring about 6 Cottahis, 14 Chittacks 10 Sq.ft.

AND WHEREAS the Yusuf Khan had agreed to sale and the purchaser had agreed to purchase all that the Premises No. 31/1A , Nayan Chand Dutta Street, Kolkata-700006 free from all encumbrances, charges, liens, lis pendences, mortgages, attachment, requisition and acquisition etc.

AND WHEREAS by virtue of a Deed of Conveyance dated 29th May 2013 executed by Yusuf Khan referred as Vendor therein at a valuable consideration mentioned therein, which was registered in the office of the Additional Registrar of Assurances -II, Kolkata and recorded in Book No.1, CD Volume No.25, Pages from 3899 to 3917, Being No. 07913 for the year 2013, **M/S.MICRO VINIMAY PRIVATE LIMITED** became the absolute owner of **ALL THAT** 69 years old dilapidated two storied brick built dwelling house together with piece and parcel of land thereunto belonging and on part whereof the same is erected and built measuring about 6 (Six) Cottahs 14 (Fourteen) Chittacks 10 (Ten) Sq.ft. be the same a little more or less lying and situate at Premises No. 31/1A, Nayan Chand Dutta Street, P.S. Buriolla, Kolkata-700 006, under Ward No.17 of the Kolkata Municipal Corporation.

AND WHEREAS after the said purchase **M/S.MICRO VINIMAY PRIVATE LIMITED** got its name mutated in the records of Kolkata Municipal Corporation vide Assesses No. 110174000669.

AND WHEREAS by virtue of the above-mentioned act deeds and things **M/S.MICRO VINIMAY PRIVATE LIMITED**, the owner herein became owner and seized and possessed of and/or otherwise sufficiently entitled to **ALL THAT** 69 years old dilapidated two storied brick built dwelling house together with piece and parcel of land thereunto belonging and on part whereof the same is erected and built measuring about 6 (Six) Cottahs 14 (Fourteen) Chittacks 10 (Ten) Sq.ft. be the same a little more or less, lying and situate at Premises No. 31/1A, Nayan Chand Dutta Street,

P.S. Burtolla, Kolkata-700 006, under Ward No.17 of the Kolkata Municipal Corporation vide Assessee No. 110174000669, more fully and particularly described in the **FIRST SCHEDULE** hereinafter mentioned and for the sake of brevity hereinafter called and referred as the **SAID PROEPRTY/SAID PREMISES**

AND WHEREAS the Owner herein decided to develop the **SAID PROEPRTY/SAID PREMISES** through the Developer herein.

AND WHEREAS the Developer after inspection of the relevant papers and documents in connection with the title of the owner in respect of the said property and after being satisfied about the title of the Owner has agreed to develop the said property and hereby assures and covenants with the Owner that he is fully satisfied himself in respect the title of the Owner, in respect of the said property.

AND WHEREAS Parties hereto decided to have a formal agreement in this regard.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

2. DEFINITION

- a) **THE PREMISES** shall mean **ALL THAT** 69 years old dilapidated two storied brick built dwelling house together with piece and parcel of land thereunto belonging and on part whereof the same is erected and built measuring about 6 (Six) Cottahs 14 (Fourteen) Chittacks 10 (Ten) Sq.ft. be the same a little more or less , lying and situate at Premises No.

31/1A, Nayan Chand Dutta Street, P.S. Burtolla, Kolkata-700 006,
under Ward No.17 of the Kolkata Municipal Corporation vide Assessee
No. 110174000669

- b) **LAND** shall mean the Land comprised in the Premises.
- c) **THE ARCHITECT** shall mean person or persons as may be appointed from time to time by the Developer for the purpose of this Project.
- d) **THE BUILDER** shall mean Engineer, Constructor, Fabricator, Labour Supplier, Builder and other person or the Developer for the purpose of this project may appoint persons as from time to time.
- e) **BUILDING** shall mean building or buildings intended to be constructed on the said Premises in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation or by any other appropriate authority competent to accord such sanction and shall include any open space including car parking spaces in the said premises.
- f) **COMMON PORTION** shall mean all the common areas and installations to comprise in the New Buildings and the Premises, after the development, including staircases, landings, lobbies, corridors, lifts, lift machine room, passages, durwan's room (If any), water pump rooms, association room (If any), generator rooms (If any), common toilets (If any), on the Ground floor, underground water reservoir, overhead water tanks and other installations and facilities.

- g) **COMMON PURPOSES** shall mean all acts, deeds and things as are necessary for ensuring the beneficial use of the New Buildings by the Unit Owners, in common.
- h) **COMMON FACILITIES, AMENITIES AND INSTALLATIONS** shall mean and include corridor, Hall-Ways, stair-ways, passage-ways, landings, drive-ways, courtyard, common laboratories, water pump room, water reservoirs, overhead water pump with motor and other installations which are required and intended to be created by the Developer for the establishment enjoyment maintenance and management of the said Buildings.
- i) **PLAN** shall mean the Plan to be sanctioned by the Kolkata Municipal Corporation or any other competent authority to accord such sanction and drawings and specifications of the Buildings to be prepared by the Architect and approved by the Developer and such approval so far as the Owners' allocation is concerned will be with the consent of the Owners and subject to sanction of the Kolkata Municipal Corporation.
- j) **OWNER'S ALLOCATIONS** shall mean 59% of the constructed area of the New Buildings to be constructed on the Premises TOGETHER WITH 59% share and/or interest in the open space and the common portions and installations AND 59% share and/or interest in the top Roofs/Terraces of the New Buildings to be constructed at the Premises, , in consideration for his Land.
- k) **DEVELOPER ALLOCATION** shall mean 41% of the constructed area of the New Buildings to be constructed on the Premises TOGETHER WITH

41% share and/or interest in the open spaces and the common portions and installations AND 41% share and/or interest in the top Roofs/Terraces of the New Buildings to be constructed at the Premises AND TOGETHER WITH an undivided 41% share and/or interest in the Land in consideration of their constructing and completing the Building in all respect and handing over of the Owner's allocation fully constructed and habitable.

- l) **DEPOSIT AMOUNT** – shall mean the amounts to be deposited by the DEVELOPER with the OWNER for the purposes security deposit of this Agreement hereinafter stated to be ultimately refunded by the OWNER to the DEVELOPER in the manner hereinafter appearing
- m) **TRANSFER** shall mean and include transfer by possession or by any other means for effectuating the transfer of space of Flat or other Units lawfully in accordance with the terms and conditions of this Agreement and implementation of this project even though such transfer may not amount to transfer within the meaning of the Transfer of Property act.
- n) **TRANSFeree OR PURCHASER** shall mean a natural person or persons or Firm or Limited Company or Association of persons or Body Corporate to whom any space in the Building/Buildings may have been agreed to be transferred or has actually been transferred.
- o) **PROPORTIONATE OR PROPORTIONATELY** shall according to its context mean the proportion which the super built up areas of any particular unit may bear to the entire super built up area for the purpose of determining the share of rates and taxes and common

expenses and service charges maintenance charges and it shall mean the proportion which the super built up area of any unit may bear to the land on which the said Unit is complete for the purpose of execution the Conveyance.

- p) **UNIT OR FLAT** shall mean any residential Flats, shop, commercial or other areas in the New Buildings, which is capable of being exclusively owned, used or enjoyed by any Unit Owners.
- q) **UNIT OWNERS** shall mean according to its context, mean all Owners of different Units in the New Buildings including the Developer and the Owners in respect of such Units as may remain unsold or be retained by them respectively.
- r) **FORCE MAJEURE** shall mean flood, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid and/or any notice from the corporation or any other statutory body or prohibitory order of Court restraining the construction of the New Buildings at the Premises and/or changes in any Municipal Law or Laws.
- s) Singular number will include plural and vice versa.
- t) **MASCULINE GENDER** shall include feminine gender and vice versa.

2. Owners shall not do any act or thing, whereby the Developer shall be prevented from construction and/or completion of the said Building complex subject to terms of the Agreement.

3. The Owners hereby grant to the Developer the exclusive right to buildup and commercially exploit the said premises for the considerations stated herein and in accordance with the terms and conditions contained herein. Nothing in these presents shall be construed as a demise or assignment or transfer or conveyance in law by the Owners of the Premises or any part thereof to the Developer or as creating any right title or interest in respect thereof in the Developer. Possession of the Land will be always with the Owner and Developer . The License is given to the Developer to commercially exploit the same in terms hereof.
4. The Developer for the consideration stated herein shall at its own cost and expenses will obtain all clearances including U.L.C. Clearance Certificate, pollution Certificate, plans for construction of Building or buildings on the said Property and under the Owner's signature with the approval of the Owner, the Developer shall apply for sanction of the same by the Kolkata Municipal Corporation in such manner as the Developer and their consultants may deem fit and proper.
5. The Developer has already paid Rs.30,00,000/= (Rupees Thirty Lakhs) only to the Owner as security deposit. The owner shall be liable to refund, to the Developer, without any interest ,the said sum of Rs.30,00,000/= (Rupees Thirty Lakhs) only being the security deposit kept by the Owners, at the time of receiving Owner's Allocation completed in all respect along with completion certificate from Kolkata Municipal Corporation.

6. After getting the Building Plan sanctioned from Kolkata Municipal Corporation, Developer shall serve notice in writing to the Owner for getting vacant possession of the SAID PROPERTY. And after getting possession of the SAID PROPERTY Developer shall start construction at the SAID PROPERTY.
7. The SAID PROPERTY is fully Tenanted and the Owner is liable to settled the Tenant and get the SAID PROPERTY vacated from the Tenant and handover vacant possession of the SAID PROPERTY to the Developer for construction of the New Building. Any space to be allotted to the Tenants will be out of Owner's Allocation.
8. The Developer shall be entitled to construct, erect and complete the New Building consisting of several residential Flats, office space, commercial space Units, Shops, showrooms, Offices, Garages and other constructed spaces capable of being held and/or enjoyed as independent Units/Flats as per the sanctioned Plans and for the purpose of allocation, the Owner's area and the Developer's area shall be apportioned in the New Building to be constructed on the Premises in the manner stated hereinafter.
 - i. The Parties hereto shall allocate/demarcate and identify their respective areas/units shops/flat/office space/car parking spaces/roofs/open terraces, if any attached to any unit/top roof of the New Buildings (being 59% of the Owner and 41% of the Developer) mutually at the time of the Owner approving the draft Plans. The Owner's allocation shall be marked 'O' in the draft plan countersigned by the Parties. In case the Plans, is not get sanctioned the Owner and the

9. For the purposes of construction of the Building or Buildings and making the same habitable, the Developer shall be authorized in so far as it is necessary to apply for and obtaining quotas, entitlements and other allocations of Steel, Cement, Bricks and other materials as allocable to the Developer and/or its nominee or nominees or purchaser or Purchasers for construction of the Building or Buildings and also to apply for and obtain temporary and permanent connection of water electricity drainage gas and sewerage to the Building or Buildings and other inputs and facilities required for construction and enjoyment of the Building or Buildings in the said Premises at his own cost.
10. All sale Agreements with the intending Purchasers in respect of Owner's allocation as well as Developer's allocation will be executed by the Owner and the Developer jointly but the Owner shall have no liability for the money received by the Developers for sale of Developer's allocation.
11. The Developer shall be entitled/authorized to only enter into Agreement to sell or transfer the Developer's allocated constructed Floor space at any point of time after getting Plan sanction from Kolkata Municipal Corporation without taking any permission from the Owner. The Developer shall be entitled/authorized to execute deed of conveyance or transfer and/or handover possession of the Developer's allocated constructed Floor space in favour of the Developer or its nominee or nominees or Purchaser/Purchasers only after handing over the Owner's allocation completed in all respect

(accompanied by the completion certificate of the Architects and Competent Authority) to the owner. All amounts payable under said Agreement for the construction and also for the sale of proportionate share of Land shall be received by the developer for its own use, .

12. The Owner at his own discretion is entitled/authorized to enter into agreement of sale or transfer or otherwise deal with Owner's allocated constructed Floor space at any point of time after getting Plan sanctioned from Kolkata Municipal Corporation without taking any permission from the Developer. All amount so received/receivable under said Agreement for sale of the said floor space together with proportionate share of Land shall be received by the respective Owner and shall belong to the respective Owner. The Owner shall execute a conveyance of the said area along with undivided proportionate interest in the Land of the said Premises in favour of prospective Buyer .

- i. It is clarified that the Developer shall offer possession to the Owner by serving notice in writing (accompanied by the completion certificate of the Architects and Competent Authority) on the Owner and a copy thereof on the Advocate and upon expiry of 30 days from the date of service of such notice, it shall be deemed that the Developer has made over possession of the Owner's area to the Owner, whether or not the Owner actually takes possession and upon such actual possession or deemed possession, as the case may be . Be it mentioned that on delivering Owner's allocation to the Owner in terms of the Agreement the Developer shall issue an appropriate possession certificate.

13. The Developer is entitled to execute Deed of Conveyance or Conveyances in favour of the Developer or its nominee or nominees or Purchaser/Purchasers in respect 70% of the Developer's allocation, with the consent and concurrence from the Owner. The Owner only after getting the Owner's allocation completed in all respect from the Developer shall give permission/clearance to execute the Deed of Conveyance or Conveyances in favour of the Developer or its nominee or nominees or Purchaser/Purchasers as shall be required by the Developer or its nominee or Purchaser or Purchasers of Flats/Units belonging to balance 30% of the Developer's allocation . All cost and expenses for execution of such conveyance shall be borne by the respective Purchaser or Purchasers of Flat/Flats in respect of all allocations of all the Parties hereto. That before delivering Owner's allocation to the Owner in terms of this Agreement the Developer shall not be permitted to deliver possession of Flats/Units in the new Building to others.

14. The Owner covenant with the Developer inter-alia as follows :
 - I. Not to cause any interference or hindrance in the construction of the said Building or Buildings at the said Premises by the said Developer. Subject to fulfillment of terms of Agreement.

 - II. Not to do any act deed or thing whereby the Developer may be prejudicially affected from the right of selling transferring dealing with and disposing of their allocation. Subject to fulfillment of terms of Agreement.

- III. Not to let out grant lease mortgage and/or charge the said Premises or any portion which falls under Developer's allocation without the consent in writing of the Developer during the subsistence of this Agreement.
- IV. All rates and taxes and other out-goings in respect of the said premises upto date of signing of this present shall be for and to the account of the Owner and those accruing hereafter shall be for and to the account of the Developer till the completion of the New Building and thereafter shall be for and to the account of Purchaser or Purchasers or Occupier of the Flat/Flats.
 - a) It is also clarified that upon delivery of the possession of the Owners' allocation, it will be deemed that the Owner has received total consideration price cost of the proportionate Land comprised in the said Premises and shall acknowledge the receipt thereof in favour of the Developer in full and final settlement of their respective consideration money as per terms and conditions contained in this Agreement.
 - b) That after completion of the construction of Building the management, maintenance and providing services and amenities for the entire Complex in the said Premises will be carried out by the Owner and the Developer jointly as per ratio till an Association of all the occupants of the proposed Flats garage and shops is formed. After formation of the Association the responsibility of management and maintenance will be that of the proposed Association.
 - c) Construction of the Building/Buildings at the cost of the Developer.

- d) Execution of all agreements and/or other documents of transfer for sale and/or otherwise, Flat or flats Garage or Garages shop or shops together with the proportionate share of Land and common areas comprising in the said Premises and its appurtenant by the Developer, restricted to Developers allocation.
- 15. As regards the day to day regular maintenance of the Building/Buildings is concerned, the Owner will hold his allocations on the same terms and conditions as the intending Flat Purchaser or purchasers assignee or assignees of the Developer area would hold and shall pay maintenance charges and other outgoings in respect of their respective Flat/Flats proportionately only after and from the date of Owner get his area.
- 16. In case any additional area, any time in future can be constructed on the existing Building/Buildings in the said Premises, all rights and benefits thereof shall be for and to the account of the Owner and the Developer in accordance to their respective shares of allocation as specified herein.
- 17. The Developer shall complete the said Building complex in the said premises as per sanctioned plan within a period of 36 months with a further grace period of 6 months from the date of obtaining the sanctioned Plan from the Kolkata Municipal Corporation or from the date of obtaining vacant and peaceful possession of the said Property which ever is later. Failing which the Developer will pay the Owner the following:-

- a) Total amount remaining outstanding from Purchasers of the Flats/Spaces sold out of the Owner's allocation.
- b) Total value of the unsold Flats/Spaces assessed as per the Market value of that point of time.

Both the amounts mentioned in 'a' and 'b' above will be clubbed and be paid within a period of six months from the date of expiry of 36 + 6 months. Failing which Developer has to pay interest @18% P.A.

The Owner on receipt of the payment in full will execute conveyances in favour of the Developer or their nominee or nominees. For the portion of the properties in the Owners allocation for which the Developers have paid the balance of payments due from the intending Purchasers as stated above the Developers will have the right to collect the dues/installments from such Purchasers directly.

- i. In the event of any party hereto committing breach of any of the terms and/or conditions herein contained the other party shall be entitled to compensation and/or damages.
- 18. The Developer or its nominee/nominees or Purchaser/ Purchasers after completion of the Building/Buildings shall punctually and regularly pay taxes to the authority concerned and shall keep the Owner indemnified against all claims, demand, actions, cost, charges and expenses and proceedings, whatsoever, directly and indirectly instituted against or suffered or incurred or paid by the owners in

case of any default by the Developer and/or its nominee or nominees or purchaser or Purchasers in relation to their allocation.

19. From the date of completion of the Building/Buildings under the project the Developer and/or its nominee or nominees or Purchaser or Purchasers shall also be responsible and/or liable in the Building with the Owner or the Purchaser or Purchasers or nominee or nominees in relation to the Flat/Flats belonging to their respective allocations proportionately for all common expenses.
20. It is expressly agreed and understood that in no event, the Owner shall be responsible and liable for payment of any dues of the Developer and the Developer shall keep the owner indemnified against all actions, suits, proceedings, cost charges and expenses in respect thereof
21. The Developer shall construct the Building/Buildings strictly as per Building Plan to be sanctioned by KMC and the supervision of a qualified architect.
22. The Construction work shall be at sole risk and responsibility of the Developer. It is agreed that the Owners shall not be in any way responsible for any defect or liability.
23. Owner undertakes to indemnify and keep indemnified the Developer against any loss or damages which may arise out of any fault of the

Owner in connection with the Development of the SAID PROPERTY in terms of this Agreement.

24. All the existing structures shall be demolished by the Developer at his own cost and entitled to sale all the Building materials and debris coming out from the above mentioned structures and the Developer alone is entitled to get above mentioned sale proceeds.
25. In case of acquisition or requisition of the Premises prior to the commencement of construction of the New Building, this Agreement shall come to an end and the Owner shall on receipt of compensation pay to the Developer all the money taken by them as security deposit advance or otherwise without interest.
 - i. In case of acquisition or requisition of the Premises after the commencement of construction of the New Buildings, certified by the Architect of the Developer and prior to completion thereof, the Parties may accept the same and in such a case this Agreement shall come to an end and the Owners shall forthwith on receipt of the compensation for Land and the construction money from the concerned authorities pay the total amount received on A/c. of compensation for construction, and also refund the advance money received by him from the Developer. If the Owner gets the compensation in respect of Land only in that case Owner shall refund only the advance money received by them from the Developer. However, the Developer shall be at liberty to make efforts jointly with the Owners in objecting to acquisition and/or requisition and/or for

enhancement and/or realization of the compensation money. In such a case this Agreement shall continue to subsist until such objection is finally set aside by judicial pronouncement.

- ii. In case of acquisition or requisition of the Premises after construction and completion of the New Building, the Parties may accept the same and in such a case this Agreement shall come to an end and out of the total compensation awarded, the Owners shall be entitled to the entire compensation in respect of the Owners area. However the Developer shall be entitled to the entire compensation in respect of the Developers area. However, the Developer shall be at liberty to make efforts jointly with the Owners in objecting to the acquisition and/or requisition and/or for enhancement and/or realization of the compensation money. In such a case this agreement shall continue to subsist until such objection is finally set aside by judicial pronouncement.

26. MAINTENANCE & HOLDING ORGANISATION :

- i. The Owners and the Developer shall maintain at their Own respective costs their respective allotted areas upon the construction of same being completed and shall keep the same in good and habitable condition and shall not do or suffer to be done any thing in or to the Premises and/or the common portions of the New Buildings, which may be against the law or which will cause obstruction or interference to the user of such common portions. In this regard it is clarified that

the Owners liability shall arise only upon the Owners receiving possession of the Owners are.

- ii. For the purpose of maintenance, management and administration of the New Buildings and the Premises and rendition of the services in common to the Unit Owners of the New buildings and doing all other acts, deeds and things for the common purposes, the parties hereto shall jointly form or cause to be formed an Association or Society or Syndicate or Company hereafter called "THE HOLDING ORGANISATION" of the Unit owners. All the Unit Owners shall be obligated to become and shall be made the members of such Holding Organization, as early as possible. After the completion of the Project, the Developer and the and Owner shall hand over all deposits (after deducting therefrom all dues and/or all the amounts spent by them on behalf of the Unit Owners jointly and/or severally) and all matters arising in respect of the management of the Premises and particularly the common portions to the Holding Organization.
- iii. All the Unit Owners (including the Owners and the Developer herein) shall be made to agree to bear and pay proportionate share of the common expenses, maintenance charges, municipal rates and taxes and other outgoings in respect of the respective units to such Holding Organization or the persons or agency for the time being given the responsibility for the same by the Owners and the Developer, with effect from the date of delivery of possession of the Unit Owners of their respective

iv. Upon completion of the New Building and/or Floors therein, from time to time, the Developer/Owners shall maintain and manage the same in accordance with such rules as may be framed by the Owners and the Developer and as be in conformity with other Buildings containing Ownership Flats. The Developer and the Owners and/or their respective nominees/transferees shall comply with the said rules and/or regulations and shall proportionately pay all costs, charges, expenses and putting in respect of the maintenance and management. Until such times the Holding Organization is formed, the Developer/Owners shall continue to remain responsible for maintenance of the common portions, amenities and facilities and rendition of the common services PROVIDED THAT the costs of maintenance are paid by all the Unit Owners in respect of their respective Units.

27. All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the arbitration of two Arbitrators one each to be appointed by the respective Parties who will jointly appoint the third Arbitrator and shall be subject to arbitration as per Indian Arbitration and Conciliation Act,1996 and statutory enactment or modification thereunder.

**SCHEDULE “A” ABOVE REFERRED TO
(The said premises)**

All That 69 years old dilapidated two storied brick built dwelling house together with piece and parcel of land thereunto belonging and on part whereof the same is erected and built measuring about 6 (Six) Cottahs 14 (Fourteen) Chittacks 10(Ten) sq.ft be the same a little more or less fully tenanted having total covered area 1500 sq.ft of which cemented ground floor measuring about 750 sq.ft covered area and cemented first floor covered area measuring about 750 sq.ft. covered area and concerned First floor covered area lying and situate at premises No. 31/ 1A , Nayan Chand Dutta Street also Known as Nayan Chand Dutt Street, P.S. Burtolla, Kolkata – 700006 being Assessee No 110174000669 under ward No 17 of the Kolkata Municipal Corporation which is butted and bounded as follows:

On The North: By common passage

On The East: By Nemai Bose Lane

On The South: By Nayan Chand Duta Street

On The West: By Partly by premises No. 31/2, Nayan Chand Dutta Street and partly by premises No 31/4, Nayan Chand Dutta Street.

OR HOWSOEVER OTHERWISE the said property is butted bounded called known number described or distinguished.

THE SCHEDULE 'B' ABOVE REFERRED TO
(SPECIFICATION OF WORK)

1. **Foundation:** RCC foundation and R.C.C. framed structure
2. **Brick Work:** Brick work with specified plaster with plaster of paris
3. **Flooring:** Vitrified tiles
4. **Door:** Frames of good quality sal wood and flush doors and commercial quality.
5. **Windows:** All windows will be made Aluminum sliding with integrated grills.
6. **Kitchen:** Black stone platform over working Top upto 2 Dado on kitchen platform, adequate, storage space and sink. Black stone on working Top, Marble Flooring.
7. **Toilet:** Tiles upto 5feet height, Marble Flooring, concealed piping for water, shower point W.C with cistern point W.C with cistern point. All the fittings will be of C.P bras of genuine makes one wash basin in wach flat.
8. **Electrical Wiring:** All wiring will be concealed with cooper wire,
Bed Room: One A.C points, Four 5 AMP switch, Two 5 AMP socket
Bathroom: One exhaust fan points, one light point, one geyser point (15 AMP)

Hall Room: Two switch for, one for fan and one 5 AMP Socket T.V Point

Kitchen: One 15 AMP Point for refrigerator, One 15 AMP Point for Micro Oven, and 5 AMP Point for Light exhaust etc.

9. **Water Supply:** All Flats will have water made available from overhead tanks, underground reservoirs have been provided for storage Deep tube-well have also been provided.
10. **Common Passage:** In the Building shall be with flooring as in item 3 above
11. **Common Areas:** In the Building shall be with flooring of vitrified tiles
12. **Roof:** With water proofing treatment
13. **All other facilities:** If any shall be provided at extra cost.

Be it mentioned that the specification and/or construction of the Owner's allocation shall not be in any way inferior to the Developer's allocation.

Floor plan is annexed with this agreement for sale

SCHEDULE "C"
ABOVE REFERRED TO:
(PAYMENT PLAN)

At the Time of Booking	10%
After Registration of Agreement	
On completion of 1st floor casting	
On completion of 2 nd floor casting	
On completion of 3 rd floor casting	
On completion of 4 th floor casting	
On completion of Brickwork of unit	
On completion of Flooring	
On notice for Possession.	

a) After this agreement: ____ of full consideration value. Refund is subject to **45days' notice** of cancellation.

Nomination Charge: Nomination charge will be **Rs._____** = per sqr ft.

Note: GST and Other Govt. Charges will be as applicable.

Mode of payments: All Payments are to be made by demand draft/account payee cheque in favour of “ _____ ” or online transfer (RTGS/NEFT) to **A/c**

No. with

....., **Branch, IFSC.....** or

to other Bank A/c as may be informed by the developer.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Midnapore, Paschim Medinipur in the presence of attesting witness, signing as such on the day first above written.

SIGNEDANDDELIVEREDBYTHEWITHINNAMED

Please affix photograph and sign

Allottee: (including joint buyers) (1).....across the photograph
(2)..... At.....on.....in the presence of:

Please affix
photograph
and sign
across the
photograph

SIGNEDANDDELIVEREDBYTHEWITHINNAMED

Owner/Developer:

..... (Authorized

Signator for M/S

Please
affix
photograph
and sign
across the

