

DEED OF CONVEYANCE

THIS DEED OF SALE is made on _____ this day of _____

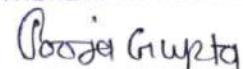
BETWEEN

“ETHEREAL ESTATE PVT. LTD” (PAN- AAHCE1245P) A Private Limited Company, having its office at- Holding no.92, Udayachal, 6th Lane, P. C. Road, P.O.- Ghola Bazar, Police Station- Ghola, North 24 Parganas, Kolkata- 700111, represented by it Directors **1) SMT. POOJA GUPTA** (PAN- DQGPG9T50Q) wife of Sri Kush Kumar Halwai, **2) SMT. SWATI GUPTA** (PAN-DQMPPG3680K) wife of Sri Law Kumar Halwai, both are by faith- Hindu, by Nationality- Indian, by occupation - Business, Residing at Holding no. 92, Udayachal, 6th Lane, Prasanna Chatterjee Road, Post Office -Ghola Bazar, Police station - Ghola, District - North 24 Parganas, Kolkata - 700111, hereinafter referred to as the "**LAND OWNERS / DEVELOPERS** (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include him and each of its heirs, executors, administrators, successors-in office, legal representatives and assigns etc.) **“FIRST PART”**.

The Directors are represented by the constituted Attorney namely:-

SRI KUSH KUMAR HALWAI, (PAN- AIAPH2790J) son of Sri Ram Lakhan Halwai, by Faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 20, A.P. Debi Road, P.O & P.S - Titagarh, Dist. North 24 Parganas, Kolkata- 700119, through registered General Power of Attorney, at A.D.S.R. Sodepur office, Dated 28/11/2023 recorded in Book No, IV, Volume no. 1524-2023, Pages from 3122 to 3135, being No. "00162" for the year 2023 of the said office.

ETHEREAL ESTATE PVT LTD



DIRECTOR

_____ (PAN _____) son
of _____, by Faith - Hindu, by occupation - _____, by
Nationality - Indian, residing at
_____ herein after
called and referred to as the “PURCHASER” (Which term or expression
shall unless excluded by or repugnant to the subject or context hereof
shall mean and include its successor and successors-in-office, legal
representatives, executors, administrators, and assign) on the
“SECOND PART”.

WHEREAS one Smt. Biva Rani Das, wife of Sri Prafulla Chandra Das
as purchased a plot of land measuring more or less 5 Cottahs as
Scheme Plot No. A/7, lying and situated at Mouza - Natagarh, J.L. No.
15, Touzi No. 155, comprised in Dag Nos. 2019 & 2020 under Khatian
Nos. 345 & 160, P.S. Khardah, A.D.S.R.O, Barrackpore, District-
North 24 Parganas and within the local limits of Panihati Municipality
from Sri Netai Chandra Dey and Sri Pratap Chandra Dey, both sons of
Krishna Chandra Dey of 46 Baroda Basak Street, Baranagar, Kolkata,
virtue of a Deed of Conveyance, dated 28.01,1959, registered with the
office of the Sub-Registrar Office Barrackpore and the said Deed was
copied in Book No. I, Volume No. 12, Pages from 118 to 121, Being No.
390 for the year 1959.

AND WHEREAS after purchasing the aforesaid property said Biva
Rani Das paid taxes and Govt. rents for the said property to the
authority concern regularly and also had been in peaceful possession
over the same.

AND WHEREAS Smt. Bani Chakraborty, wife of Dharani Kanta
Chakraborty purchased a plot of land, being plot no, A/7, measuring
more or less 5 cottahs, lying and situated at Mouza - Natagarh, J.L.
No. 15, Touzi No. 155, comprised in Dag Nos. 2019 & 2020 under

Khatian Nos. 345 & 160, P,S, Khardah, S.R.O. Barrackpore, District-North 24 Parganas and within the local limits of Panihati Municipality from Smt. Biva Rani Das, wife of Sri Prafulla Chandra Das, by virtue of a registered Deed of Conveyance, dated 28.02.1962, registered with the office of the Sub-Registrar Barrackpore and the said Deed was copied in Book No. I, Volume No. 16, Pages from 154 to 157, Being No. 1111 for the year 1962.

AND WHEREAS since the purchase of the said land said Smt. Bani Chakraborty was in possession of the said land as absolute owner.

AND WHEBEAS subsequently said Bani Chakraborty died intestate on 08.04.1981 leaving behind her husband namely Sri Dharani Kanta Chakraborty, her son Sri Mrinal Kanta Chakraborty and one daughter namely Ila Chakraborty, wife of Sri Kumud Ranjan Chakraborty, as her legal heirs and survivors and as per provision of law of Hindu Succession Act' 1956 they inherited the said property left by Bani Chakraborty.

AND WHEBEAS said Sri Dharani Kanta Chakraborty and Smt. Ila Chakraborty conveyed their 1/3rd undivided individual share collectively 2/3rd share of the said land in favour of the said Sri Mrinal Kanta Chakraborty, son of Sri Dharani Kanta Chakraborty, by virtue of a registered Deed of Gift dated 29.03.1982 in the office of the Sub-Registrar Office at Barrackpore and recorded therein Book No. I, Volume No. 39, Pages from 283 to 287, Being no. 1824 for the year 1982.

AND WHEBEAS after obtaining the aforesaid plot of land measuring more or less 5 Cottahs by way of inheritance and by virtue of a Deed of Gift the said Sri Mrinal Kanta Chakraborty, son of Sri Dharani Kanta

Chakraborty mutated his name with the Assessment Registrar of Panihati Municipality and has been paying taxes to the authority concern regularly and also has been in peaceful possession over the same.

AND WHEBEAS the said Sri Mrinal Kanta Chakraborty, son of Sri Dharani Kanta Chakraborty divided the aforesaid property into two parts being Plot Nos. A/7/1 and A/7/2 measuring more or less 2 Cottahs 8 Chittacks each.

AND WHEREAS the said Sri Mrinal Kanta Chakraborty, son of Sri Dharani Kanta Chakraborty, sold, transferred and conveyed a plot of land, Identified by Plot No. A/7/2 measuring more or less 2 Cottahs 8 Chittacks TOGETHERWITH all easement rights, lying and situated at District- North 24 Parganas, Police Station- Ghola (old Khardah), Mouza- Natagarh, J.L. No. 15, Touzi No. 155 of the collector of North 24 Parganas, comprised and contained in Khatian Nos.345 & 160, under Dag Nos. 2019 & 2020, within the jurisdiction of Panihati Municipality in favour of Sri Chittaranjan Das, son of Late Hemanta Kumar Das, by virtue of a registered Deed of Sale on 25.04.1985 duly registered at the office of the S.R.O Barrackpore and recorded therein in Book No, I, Volume No, 46, Pages from 73 to 84, Being No. 2427 for the year 1985.

AND WHEREAS after purchased Identified by Plot No. A/7/2 measuring more or less 2 Cottahs 8 Chittacks the aforesaid property said Sri Chittaranjan Das, son of Late Hemanta Kumar Das, paid taxes and Govt, rents for the said property to the authority concern regularly and also had been in peaceful possession over the same.

AND WHEREAS after purchased Identified by Plot No. A/7/2 measuring more or less 2 Cottahs 8 Chittacks the aforesaid property said Sri Chittaranjan Das, son of Late Hemanta Kumar Das, build a two storied building in accordance with the building plan sanctioned

by the Panihati Municipality vide sanctioned Plan No.515, dated 17.01.1986.

AND WHEREAS after mutated his name the aforesaid property said Sri Chittaranjan Das, son of Late Hemanta Kumar Das, Gift and transferred the above mentioned Bastu land measuring an area of land more or less 2 (Two) Cottahs 8(Eight) Chittacks along with two stored pucca residential brick building (800 Sft. On Gr. Floor & 800 Sft. On 1st Floor) having measurement 1600 Sq. ft. (M/L) building to his only son namely Sri Tamal Kumar Das by virtue of registered gift deed on dated 05/09/1990 and said Deed of Gift was duly recorded in Book no. I, Volume no. 559, Pages running from 90 to 99, vide deed no.16767 for the year 1990, registered at the office of the A.R.A Kolkata.

AND WHEREAS after receiving the donation Identified by Plot No. A/7/2 measuring more or less 2 (Two) Cottahs 8 (Eight) Chittacks together with two storied mosaic flooring building measuring about 1600 Sq. ft. (each floor contains more or less 800 Sft,) the aforesaid property said Sri Tamal Kumar Das, son of Sri Chittaranjan Das, paid taxes and Govt. rents for the said property to the authority concern regularly and also had been in peaceful possession over the same.

AND WHEREAS the said Sri Tamal Kumar Das, son of Sri Chittaranjan Das, sold, transferred and conveyed a plot of land, Identified by Plot No. A/7/2 measuring more or less 2 Cottahs 8 Chittacks TOGETHERWITH all easement rights, lying and situated at District- North 24 Parganas, Police Station- Ghola (old Khardah), Mouza- Natagarh, J.L. No. 15, Touzi No. 155 of the collector of North 24 Parganas, comprised and contained in Khatian Nos.345 & 160, under Dag Nos.2019 & 2020, within the jurisdiction of Panihati Municipality in favour of "ETHEREAL ESTATE PVT LTD" A Private Limited Company, having its office at- Udayachal, 6th Lane, P.C. Road, P.O.- Ghola Bazar, Police Station- Ghola, North 24 Parganas, Kolkata- 700111, represented by its Directors 1) SMT. POOIA GUPTA

(PAN- DQGPG9750Q) wife of Sri Kush Kumar Halwai 2) SMT. SWATI GUPTA (PAN- DQMPPG3680K) wife of Sri Law Kumar Halwai, both are by faith - Hindu, by Nationality- Indian, by occupation - Business, Residing at - Udayachal, 6th Lane, Prasanna Chatterjee Road, Post Office - Ghola Bazar, Police Station - Ghola, District - North 24 Parganas, Kolkata - 700111, by virtue of a registered Deed of Sale on 10/03/2023 duly registered at the office of the A.D.S.R.O Sodepur and recorded therein in Book No, I, Volume No. 1524- 2023, Pages from 72018 to 72043, Being No, 152401604 for the year 2023.

AND WHEREAS one Smt. Santoshini Das purchased a piece or parcel of land measuring about 2 Cottahs 8 Chittacks as Scheme Plot A /7/1 OUT OF more or less 5 Cottahs of vacant land, lying and situated at Mouza - Natagarh, J.L. No. 15, Touzi No. 155, comprised in Dag Nos. 2019 & 2020 under Khatian Nos, 345 & 160, P.S. Khardah, A.D.S.R.O. Barrackpore, District North 24 Parganas and within the local limits of Panihati Municipality, being Holding No. 142, Nabarunpalli, Road No.4, H.B. Town from Sri Mrinal Kanta Chakraborty, son of Sri Dharani Kanta Chakraborty of Muralidharpalli, P.O- Sodepur, P.S- Khardah, District- North 24 Parganas, virtue of a Deed of Conveyance, being No.2428, dated 25.04.1985, registered with the office of the Sub-Registrar Barrackore and the said Deed was copied in Book No. I, Volume No.46, Pages from 85 to 96, Being No. 2428 for the year 1985.

AND WHEREAS after purchasing the aforesaid property said Santoshini Das mutated her name with the office of the Panihati Municipality and introduced a Holding in her name vide Holding No. 8 under Ward No. 31, H.B. Town Road, P.S. Khardah, District - North 24-Parganas.

AND WHEREAS after mutated her name in the local Municipal Authority two said Santoshini Das constructed a two storied building measuring about 1670 Sq.ft. (each floor contains more or less 835 Sq. ft.) in or over the said plot.

AND WHEREAS subsequently said Santoshini Das died intestate on 17/09/1997 leaving behind her husband namely Bejoy Krishna Das, one son namely Chandan Das and one daughter namely Kum Kum Sen as her legal heirs and survivors and as per provision of law of Hindu Succession Act 1956 they inherited the said property left by Santoshini Das.

AND WHEREAS unfortunately said Bejoy Krishna Das also died intestate on 03/12/2005 leaving behind him his one son namely Sri Chandan Das and the one married daughter namely Kum Kum Sen as his legal heirs and Survivors.

AND WHEREAS after the death of his mother and father the vendor herein and his sister namely Kum Kum Sen became the joint owners of the aforesaid plot of land measuring more or less 2 Cottahs 8 Chittacks together with the building measuring about 1670 Sq.ft.

AND WHEREAS after obtaining the aforesaid plot of land measuring more or less 2 (Two) cottahs 8 (Eight) chittacks together with the building measuring about 1670 Sq.ft. by way of inheritance, the vendor herein and his beloved sister namely Smt. Kum Kum Sen, wife of Sri Sajal Sen executed a registered Deed of Partition, vide No. 4177 dated 07.04.2010, registered at A.R.A.-II Kolkata and the said Partition Deed was copied in Book No. I, Volume No. 12, Pages from 1715 to 1729, Being No. 04177 for the year 2010 and according to the

said Partition Deed and the sister of the vendor, smt. Kum Kum sen obtained more or less 1 cottah 4 chittacks of land alongwith the First Floor of the Two storied Building measuring about 835 Sq'ft' togetherwith the undivided impartible proportionate share of land which is shown and delineated as Lot-B in the Third Schedule of the said registered Partition Deed.

AND WHEREAS after obtaining the aforesaid plot of land measuring more or less 1 Cottah 4 chittacks along with the First Floor of the Two storied Building measuring about 835 Sq. ft. together with the undivided impartible proportionate share of land the said smt. Kum Kum sen therein has been possessing and enjoying the same peacefully, quietly and without interruption of others and the said land with building is free from all sorts of encumbrances, charges and mortgage whatsoever.

AND WHEREAS said Smt. Kum Kum Sen, wife of Sri Sajal Sen, on 09/04/2010 by a registered Deed of Gift ALL THAT plot of land measuring more or less 1 Cottah 4 Chittacks along with the First Floor of the Two Storied Building measuring about 835 Sq.ft. together with the undivided impartible proportionate share of land together with all easement right, lying and situated at District- North 24 Parganas, Police Station- Ghola (old Khardah), Mouza- Natagar, J.L. No. 15, Touzi No. 155 of the collector of North 24 Parganas, comprised and contained in Dag Nos. 2019 & 2020, under Khatian Nos.345 and 160, under A.D.S.R.O. Barrackpore, within the jurisdiction of Panihati Municipality, being Municipal Holding No. 8 of H.B. Town Road, under Ward No. 31, in favour of her beloved brother Sri Chandan Das, son of Late Bejoy Krishna Das. The aforesaid Deed of Gift was registered at the office of the A.R.A.-II, Kolkata and recorded therein in Book No. I,

CD Volume No. 12, Pages from 4067 to 4081, Being No. 4265 for the year 2010.

AND WHEREAS having acquired Sri Chandan Das, son of Late Bejoy Krishna Das absolute ownership of the aforesaid property Scheme Plot A/7/1 measuring more or less 2 Cottahs 8 Chittacks together with two storied building measuring about 1670 Sq.ft. (each floor contain more or less 835 Sq.ft.), by virtue of the aforesaid registered Deed of Partition and the Deed of Gift the Vendor herein, got his name mutated with the Assessment Register of the Panihati Municipality, having Municipal Holding No. 8 of H.B. Town Road No.4, under ward No. 31 and has been paying taxes to the authority concern regularly and also has been in peaceful possession over the same.

AND WHEREAS the said Sri Chandan Das, son of Late Bejoy Krishna Das sold, transferred and conveyed a plot of land, Identified by Plot No. A/7/1 measuring more or less 2 Cottahs 8 Chittacks TOGETHERWITH all easement rights, lying and situated at District-North 24 Parganas, Police Station- Ghola (old Khardah), Mouza-Natagarh, J.L. No. 15, Touzi No. 155 of the collector of North 24 Parganas, comprised and contained in Khatian Nos.345 & 160, under Dag Nos.2019 & 2020, within the jurisdiction of Panihati Municipality in favour of "**ETHEREAL ESTATE PVT LTD.**" A Private Limited Company, having its office at- Udayachal, 6th Lane, 74, P. C. Road, P.O- Ghola Bazar, Police Station- Ghola, North 24 Parganas, Kolkata- 700111, represented by its directors 1) SMT. POOJA GUPTA (PAN-DQGPG9750Q) wife of Sri Kush Kumar Halwai 2) SMT. SWATI GUPTA (PAN- DQMPG3680K) wife of Sri Law Kumar Halwai, both are by faith-Hindu, by Nationality - Indian, by occupation - Business, Residing at - Udayachal, 6th Lane, Prasanna Chatterjee Road, Post Office - Ghola

Bazar, Police Station - Ghola, District - North 24 Parganas, Kolkata - 700111, by virtue of a registered Deed of Sale on 10/03/2023 duly registered at the office of the A.D.S.R.O Sodepur and recorded therein in Book No. I, Volume No. 1524- 2023, Pages from 71989 to 72017, Being No. 152401603 for the Year 2023.

AND WHEREAS the said "ETHEREAL ESTATE PVT LTD." A Private Limited Company, represented by its Directors 1) SMT. POOJA GUPTA wife of Sri Kush Kumar Halwai 2) SMT. SWATI GUPTA wife of Sri Law Kumar Halwai, both are is in exclusive physical possession more or less 5 Cottahs along with two storied mosaic flooring building measuring about 3270 Sq. ft. (each floor contain more or less 1635 Sft.) of the schedule mentioned property as lawful absolute sole owner of the said property and has been excising all his right, title and interest in respect of the said schedule mentioned property, free from all encumbrances, whatsoever.

AND WHEREAS the Land Owners got sanction of a building plan from the Panihati Municipality, for a multi storied building of the property morefully described in the First schedule by constructing several residential flats, Flats and Flat/car parking space thereon being Building Permit no. SWS-OBPAS/2123/2023/0649, on dated 01/10/2024.

AND WHEREAS in pursuance of the said Developers has started construction of the Multi Storied building therein, consisting of several no's of flat and godown/ Flat/car parking space to be commonly and popularly known as '**ETHEREAL TWIN**' in accordance with the sanctioned building plan, sanctioned by the Panihati Municipality ad

holds, possess and enjoys the Developer's allocated portion under its absolute control and authority.

AND WHEREAS the purchaser have taken inspection from the office of the party of the second part all the necessary papers and documents regarding the above mentioned plot of land bearing Holding No. 09, now known as Premises No. Plot No. A/7/2, H. B. Town Road no.4, ward No. 31, under the Panihati Municipality and has / have become fully satisfied about the title of the property more fully and particularly described in the First Schedule hereunder written.

AND WHEREAS the purchaser have agreed to get a self contained residential Flat identified by **being No. '.....'**, on South-Western Corner, measuring more or less **sq. ft.** carpet area Le measuring more or less sq. ft. super built up area on the floor, of the proposed multi storied building together with the undivided proportionate share of the land of the premises more fully and particularly described in the first schedule hereunder written and the developer has/have agreed to allot the above mentioned flat more fully and particularly descried in the Second Schedule hereunder written including the undivided proportionate share of the land of the demise premises more fully and particularly described in the First schedule hereunder written in favour of the purchaser and the vendors being the Owner and the developers have agreed to convey the said Flat in favour of the purchaser ALL THAT the self-contained flat identified by Flat Being no.'.....', on South-Western Corner, measuring more or less sq. ft. Carpet area i.e. measuring more or less sq. ft. super built up area on the floor, of the proposed multi storied building to be constructed at bearing amalgamated Holding No. B, at H. B, Town Road No, 4, Ward no. 31

under the Panihati Municipality more fully and particularly described in the Second Schedule hereunder written and hereinafter called the said flat together with the proportionate share or interest of the land described in First Schedule hereunder written at @ Rs,1- per Sq, ft. and for consideration of Rs./- (Rupees Lakh Thousand) only free from all encumbrances on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESS and it is mutually agreed upon by and between the parties as follows;

**NOW THIS AGREEMENT AND IT IS HEREBY AGREED DECLARED
BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:**

1. The Vendor has agreed to sell and the Purchaser has agreed to purchase **ALL THAT** the Flat No. '.....', on South-Western Corner, measuring more or less sq. ft, Carpet area i.e measuring more or less sq. ft. super built up area on the Second floor, of the said premises more particularly described in the Schedule hereunder written (hereinbefore and hereinafter for the sake of brevity collectively referred to as the "Said Unit") TOGETHERWITH an undivided proportionate impartible variable share in the land underneath the building comprised in the said premises more fully particularly described in the FIRST SCHEDULE hereunder written attribute to the said unit and an undivided proportionate share in the common areas and installations described in the THIRD SCHEDULE hereunder written (hereinafter collectively referred to the said unit and the properties appurtenant thereto) free from all mortgages, charges, liens, lispens, attachments and encumbrances whatsoever and the Vendors shall deliver possession of the same

complete in all respects to the Purchaser within 30 (Thirty) months from the date hereof for the total price of R.S./- (Rupees Lakh Thousand) only.

2. Under no circumstances the vendor shall be liable to handover possession of the concerned flat to the Purchaser till all payment required to be made by the Purchaser has duly been paid.
3. The vendors shall put its best endeavour to complete construction of the Building and give possession of the concerned flat to the Purchaser within 30 (Thirty) months from the date of execution of these presents, PROVIDED HOWEVER, if there be any interruption in construction work due to any order by the Government or due to some unavoidable circumstances or due to non compliance of payment schedule, The period of such delay or interruption in completion of the construction shall be excluded and the vendor will not be held responsible for delayed construction.
4. The vendors shall upon completion of the proposed building cause the Co-Owners to form an Association for the management of the building for common purpose.
5. The Purchaser shall bear and pay the proportionate share of the cost of formation and the expenses of the Association.
6. Until formation of the Association the vendor shall manage and maintain the common portion by itself or through its authorised person at the expenses of the Co- Owners including the Purchaser. All the Cost and charges and expenses for and in connection with the aforesaid shall be borne by the Purchaser and the other Co- Owners proportionately.

7. The vendor shall cause to be transferred the undivided impartible proportionate share in the land by the Vendor in favour of the Purchaser simultaneously with the delivery of possession of the said flat upon execution and registration of necessary deed of conveyance.
8. All the costs, charges and expenses for stamp duty, registration fee and fees of the advocate to be appointed by the vendor absolutely for the preparation of this agreement and for completion of the conveyance in favour of the Purchaser shall be borne and paid by the Purchaser absolutely.
9. The Purchaser shall bear and pay the proportionate share the cost and maintenance of the common service and facilities as may be determined from time to time by the vendor the Association to be formed as enumerated in the FOURTH SCHEDULE hereto.
10. That if the Purchaser fails to purchase the aforesaid flat, he will inform the vendor within 2 (two) months from the date of execution of this Agreement for cancellation and the vendor shall have right to enter into an agreement with the other intending Purchaser in respect of the said flat and earnest money which he received from the previous Purchaser will be refunded at the time of execution of future agreement with the other Purchaser or Purchaser after deducting 20% as service charges.
11. In the event of any default on the part of the Purchaser in making payment of the consideration amount or any part thereof, the Purchaser shall be liable to pay interest at the rate of 18% per annum PROVIDED HOWEVER if such default shall continue for a period of 3 months from the date any instalment has become due and not paid by the Purchaser, in the event

and without prejudice to other rights which the vendor may have against the Purchaser, the vendor shall be entitled to rescind or cancel this Agreement. In that event all amounts paid by the Purchaser to the Developer will be refunded by the vendor at the time of execution of further agreement with the intending buyer or buyers after deducting 20% as service Charges.

12. The decision of the Architect appointed by the vendor regarding the quality of materials used and shall be final and binding on the Purchaser, It is declared that even after the date of possession, the Purchaser shall not be entitled to raise any objection or to claim regarding the materials used in the construction and completion of the said Unit.
13. The details of the specification of the construction of the proposed building have been furnished in the Third schedule hereunder written and any extra other than those specified therein shall be charged and payable extra as per the rate to be decided by the vendor before execution of the said extra work for which no outside contractors will be allowed to work. All payment for extra work shall be made by the Purchaser before commencement of the work by the vendor. The construction of the flat should be completed strictly according to specification of the Building materials.
14. It is agreed by and between the vendor and the Purchaser that, on taking final measurement if it is found that the area of flat stands excess than that of agreed area, in that event the Purchaser shall have to pay the value of excess area as per agreed rate per Square Feet to the vendor, simultaneously the area of flat stands short, in that event the vendor shall have

repay the value of less area as per agreed rate per Sq. ft. to the Purchaser.

**THE PURCHASER DO HEREBY COVENANTS
WITH VENDORS AS FOLLOWS:**

- a. To maintain the flat at her 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 purpose of residence etc.
- b. To join alongwith other Purchaser in the building informing a Flat Owners Association or a Co-Operative Society in accordance with S-10 of the West Bengal Building (Regulation of promotion of construction and transfer by promoters) Act. 1983 and sign and execute papers as may be necessary for the purpose of formation and registration thereof.
- c. Not to store in her flat any goods which are hazardous, combustible, dangerous and very heavy which may cause damage to the building.
- d. To carry out repair of the interior part of the flat and shall not make any construction in Violation of Acts, Rules, By-laws.
- e. Not to demolish any part of the flat and shall keep the portion, sewers, drain, pipes in good tenable condition and not cause damage to the columns/ beams, walls, slabs or R.C. or other structural part of the building/flat/shop.
- f. Shall not assign or transfer her right or interest in the said flat or those derived under this agreement until full payment is made to the vendor and after observing the terms and conditions of this agreement.

- g. Shall not let, sublet, transfer, assign or part with her interest in the flat till all dues are paid to the vendor and without written consent of the vendor.
- h. To bear and pay any increase in local taxes, water charges, insurance premium.
- i. 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 amendments thereof.
- j. Shall permit the vendor and its 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.
- k. Shall not demand partition of the flat undivided common areas of the building.
- l. As soon as the Purchaser takes possession of the flat it would be deemed that the Purchaser accepted the said flat whatever it is and thereafter no objection will be accepted either by the vendor so raised by the Purchaser for any importance or least matter in respect of quality of materials or defective workmanship or any other account whatsoever.
- m. That the Purchaser shall extra pay a sum of Rs. ...t.....,...../ (Rupees Lakh Thousand) only to the vendor for installation of Electrical Transformer, Elevator, One (two way) Switch for all Bed Rooms, A/c Point for Bed Rooms, one Geyser point for common bathroom, wall tiles for balcony and False ceiling for Dining & Balcony.
- n. The said Registration of the Deed of Conveyance for the said Flat will be made and prepared only by the Promoter/Developer's Lawyer.

- o. The details of the specification of the construction of the proposed been furnished in the building have THIRD SHEDULE hereunder written and any extra works other than those specified therein sha, be charged and payable extra as per the rate to be decided by the Developers before execution of the said extra work for which no outside contractors will, be allowed to work. A, payment for extra work sha, be made by the purchaser before commencement of the work by the Developers.
- p. It is agreed by and between the Developers and the purchaser that, at the time of final measurement if it is found that the area of Frat stands excess that that of agreed area, in that event the purchaser sha, have to pay the value of excess area as per agreed rate per square feet to the Developers simultaneously if the area of the Flat stands short' in that event the Developers shall have repay the value of less area as per agreed rate per Sq. ft. to the purchaser ,
- q. That the G.S.T should be paid by the purchaser as per Government rules.

FIRST SCHDEULE
OF PROPERTY ABOVE REFFERED TO

ALL That piece and parcel of Bastu land at Mouza – Natagarh J.L. No, 15, Touzi No. 155 of the collector of North 24 parganas, comprised and contain in under R.S. & L.R. Dag Nos. 2019 (Two Zero One Nine) under Khatian No. 345, under L. R Khatian No. 6571, ad measuring an area of more or less 1 (One) cottah 15 (Fifteen) Chittack 44 (Forty Four) Sq.ft AND Under R.S. & L.R. Dag No. 2020 (Two Zero Two Zero), and Khatian Nos. 160, under L. R. No. 6571, ad-measuring an area of more or less 3 (three) cottahs 1 (one) Sq.ft. totally Land ad-measuring

an area of more or less 5 (Five) Cottahs, within local limits of panihati Municipality, being Municipal amalgamated Holding no. g of H. B. Town Road No 4, under Ward No. 31, Scheme plot A/7, shown in the annexed site plan by BED bordered boundary line hereby sold, The property hereby sold is butted and bounded as under:-
under

ON THE NORTH : Akash kunj Apartment.
ON THE SOUTH : Pushpalay Apartment.
ON THE EAST : House of Santa Chowdhury.
ON THE WEST : 30 feet wide H. B. Town Road No. 4.

SECOND SCHEDULE TO ABOVE REFERRED TO :-

(Description of the flat hereby sold)

ALL THAT Residential Flat identified by Flat No. '.....', on South-Western Corner, Tiles flooring, measuring more or less sq. ft. Carpet area i.e. measuring more or less sq.ft. super built up area on the floor, with Elevator Facility of the proposed building to be known as "**ETHEREAL TWIN**" over the First Schedule property situated at bearing amalgamated Holding No. 08, Ward No. 31, H. B. Town Road No.- 4 under the jurisdiction of the Panihati Municipality together with the undivided proportionate share of the land of the dismissed premises morefully and particularly described in the first schedule hereinabove written including the common right, common liabilities as mentioned in the schedule third and forth schedule hereunder appearing.

THIRD SCHEDULE TO ABOVE REFERRED TO :-

(Specification of work)

- a) **Number of floor :** Ground floor plus upper stories (G+4)
- b) **Water arrangement:** Pumping arrangement to overhead reservoir from under ground water.
- c) **Floor Skirting:** All rooms including Balcony are laid with high glossy tiles (4'2') and kitchen and toilet made with marble and skirting of 4 inches height in toilet glazed tiles at door level.
- d) **Door:** All door shutters will be good quality flash door.
- e) **Window:** All windows will be Aluminium sliding Window fitted with glass.
- f) **Interior finish of wall and ceiling:** All interiors will be finished with putty.
- g) **Roof:** Cement roof tiles or I.P.S. will be laid to proper slope.
- h) **Electrification:** Total 31 Nos. of points will be provided for 3BHK flat, All wirings will be ISI marked wire.
- i) **Electrical works:** Individual meter for each and every flat shall be provided in meter room alongwith one common meter for the common services at ground floor.
- j) **Individual Meter:** Cost of Individual meter will be borne by the Purchaser exclusively.
- k) **Plumbing:** Good quality Tap, ISI marked set for toilet fitting sand Basin & Steel Sink will be Provided.

FORTH SCHEDULE TO ABOVE REFERRED TO :-

(Cost of maintenance of common service as facilities)

1. Cost of maintenance, repairing, redecorating etc. of the main structure and in particular the gutters, fresh and rain water pipe, drains, Sewerage and water storage tanks and electric wires, motors, lift, generators and other appliances and passages In or under or upon the building and enjoyed or used by the purchaser in common with the other occupiers of the flats and the main entrance passage landing staircase of the building enjoyed by the purchaser or used by him in common as aforesaid and the boundary walls of the building, compound, terraces etc.
2. Cost of cleaning and lighting the passage, landing, staircase and other parts of building as enjoyed or used by the Purchaser in common as aforesaid.
3. Cost of maintenance and decorating the exteriors of the building.
4. Cost of working and maintenance of light and service charges.
5. Municipal rates and taxes, save those separately assessed for flat.
6. Premium for insurance of the building.
7. Costs and charges of establishment for maintenance of the building and the salaries of all persons employed for the same purpose.
8. The office expenses incurred of maintaining the office for Common purpose.
9. All other expenses and out going as are deemed by the developer to be necessary or incidental for and regulating interest and /or the rights of the purchaser/s and occupiers including the developer and the owner or Co- owners.

IN WITNESSES WHEREOF, the Vendors and the Purchaser herein 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.

ETHEREAL ESTATE PVT. LTD

Signature of the Vendors.

2.

MEMO OF CONSIDERATON

RECEVID of and from the within named Purchaser the within mentioned sum of Rs, _____/- (Rupees _____) only being the Earnest money payable by the purchaser to the Vendors for the said Flat morefully described in the Second Schedule hereinabove as per memo below :

WITNESS:

1.

ETHEREAL ESTATE PVT LTD

Pooja Gupta

DIRECTOR

ETHEREAL ESTATE PVT. LT

Signature of the Vendors.

2.