

Kolkata - 700047 (attorney being constituted by a registered Power of Attorney executed on 24.10.2013 at the office of the Additional District Sub-Registrar, Sonarpur, and entered in book No: I, CD Volume No: 41 pages 3908 to 3919 being No: 08151 for the year 2013) hereinafter called and referred to as the **OWNER/ VENDOR/FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, legal representatives, administrators and/or assigns) of the **FIRST PART.**

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_____, son/daughter of Mr. _____, having IT PAN: _____, mobile number: _____, Aadhaar number: _____.
faith Hindu, by Occupation service, presently residing at _____, hereinafter called and referred to as the **PURCHASER/SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

A N D

LIBRA INFRACON PRIVATE LIMITED, a Private Limited Company, incorporated under the Companies Act 1956, having CIN U70109WB2009PTC135187 and IT PAN: AABCL6399P, having its former registered Office at 118/4, Raja S.C. Mullick Road, Police Station-Jadavpur Kolkata-700047, but now shifted at present to 31/C, Sreemohan Lane, Post Office - Kalighat Police Station-Tollygunge, Kolkata-700026, represented herein by its present Managing Director-in-office, **MR. SOUMYA KANTI DASGUPTA**, son of Late Prafulla Kumar Dasgupta, having IT-PAN: ADOPD1262G, mobile number: 9831061848, Aadhaar number: 3840 9928 8585, by Nationality Indian, by faith Hindu, by Occupation Business, presently residing at IA-270, Sector-III, Salt Lake City, PO: Purbachal, Police Station-Bidhannagar (South), Kolkata: 700097 and its present Director, **MR. ASHIM KUMAR MAJUMDER**, son of Sri Atul Krishna Majumder, having IT-PAN AEVPM3816P, mobile number: 9836108742, Aadhaar number: 5698 8760 6985, by faith Hindu, by Occupation Business, presently residing at 23/1/1, Naktala Road, PS: Jadavpur, PO: Naktala, Kolkata - 700047, hereinafter called and referred to as the **DEVELOPER/CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the successor/s-in-office

of the Company and also its executors, legal representatives, administrators and/or assigns) of the **THIRD PART.**

WHEREAS by virtue of a Deed of Conveyance Mr. Kalyan Das, the First Party herein, became the sole and absolute owner in respect to his said homestead plot of land, having an area of about 4 (four) Cottahs 15 (fifteen) chittaks, a little more or less, specifically described in the Schedule A herein below and said deed was registered on 13th December 1996 at ADSR , Sonarpur, 24 Parganas(S) and recorded in Book No. 1, Volume No: 136, pages 89 to 94, being no: 8321 for the year 1996.

AND WHEREAS since then the Owner/The Third Party herein, is now in peaceful possession and enjoyment of the said property as absolute owner and mutated his name in the office of the local Rajpur-Sonarpur Municipality as well as in the office of the B.L. & L.R.O. upon payments of all rates and taxes thereof, in respect to his individual tenement, land and said premises as absolute and indefeasible estate in fee simple or an estate equivalent thereto, which is marketable and free from all encumbrances.

AND WHEREAS the family of the owners grew in size and with an eye to have better residential accommodation for himself the said owner agreed to develop the "Said Property" but due to paucity of fund and due to absence of necessary infrastructure and experience in matters of real estate development approached the Developer therein and herein, Libra Infracon Private Limited, a reputed Promoter/Developer of real estate properties, to develop the said property and construct new proposed building or buildings thereon as per the building plan/plans to be sanctioned for this purpose by the concerned authority (Rajpur Sonarpur Municipality).

AND WHEREAS the Developer therein and herein, Libra Infracon Private Limited, agreed to develop the said property in accordance to the building plan to be sanctioned for this purpose by the Rajpur Sonarpur Municipality and construct a new building thereon as per the plan/plans to be sanctioned by the Rajpur Sonarpur Municipality.

AND WHEREAS on 24th October 2013 an Agreement for Development of the real estate property was registered at the office of Additional District Sub-Registrar, Sonarpur, by and between the Developer therein and herein, said Libra Infracon Private Limited and the owner, Kalyan Das, being deed no 08150 for the year 2013, Book No: I, CD Volume No: 41, Pages from 3886 to 3907, of the said property being **ALL THAT** piece and parcel of land measuring 4 (four) Cottahs 15 (fifteen) chittaks, be the same or a little more or less along with one 200 Sq.Ft tile shed structure, lying in R.S. Plot No. 515/1432, appertaining to R.S. Khatian No: 67 of Mouza-Laskarpur, under District Collectorate Touzi No: 3-5, J.L. No. 57, R. S. No: 174, Police Station and Sub-Registry office at Sonarpur, P.O. Laskarpur under Rajpur –

Sonarpur Municipality Ward No. 31 (Previously Ward No. 29), at present being recorded as Municipal Holding No: 145, Ananda Pally District-South 24 Parganas, Kolkata – 700153, more fully described in Schedule A written hereunder. The Developer Company of the said Development Agreement was represented by the erstwhile Directors Mr. Prabir Kumar Kundu and Mr. Ashim Kumar Majumder.

AND WHEREAS further acting in tune with the said Development Agreement dated 24.10.2013, executed by and between the Developer herein and the Owner/confirming Party herein, the Developer herein in consultation with Owner herein got prepared of a Building Plan and submitted the same for approval /sanction by the competent authority being the Rajpur Sonarpur Municipality which plan case after due consideration and payment of all necessary and allied fees in this regard by the Developer herein was approved/sanctioned by the Rajpur Sonarpur as sanctioned Building Plan No: 79/CB/30/31 dated 04.07.2017 of the Rajpur Sonarpur Municipality.

AND WHEREAS during this process certain changes have undergone in the Developer Company Libra Infracon Pvt Ltd and three new Directors, namely Mr. Soumya Kanti Dasgupta, Mr. Surajit Kumar Ray and Mrs. Amrita Biswas have been inducted as the incoming Directors of the Developer Company Libra Infracon Private Limited along with Mr. Ashim Kumar Majumder and Mr. Prabir Kundu in January 2016. Thereafter Mr Prabir Kundu resigned from directorship in February 2016 citing his ill health and inability to continue as a Director. His resignation was accepted by the Company and all the necessary procedures related to resignation and transfer of his shares to the remaining Directors of the Company was initiated and successfully implemented by March 2016. Thereafter Mr. Soumya Kanti Dasgupta was elected the Managing Director of Libra Infracon Private Limited by share holders at a general meeting and thereafter a resolution was passed in a Board of Directors meeting to authorize Mr. Soumya Kanti Dasgupta as the authorized signatory to sign on all the documents of the Company. Hence for this reason Mr. Soumya Kanti Dasgupta is signing in this Agreement as the signing authority along with the existing director, Mr. Ashim Kumar Majumder.

AND WHEREAS the registered office of the Company has also been shifted from 118/4, Raja S.C. Mullick Road, Police Station-Jadavpur Kolkata-700047 to 31/C Sreemohan Lane, Police Station: Tollygunge, Kolkata – 700026, from where the Company is now executing all its operations.

AND WHEREAS in further pursuance of their same goal as mentioned hereinabove the Developer herein, Libra Infracon Pvt. Ltd., started construction on the said premises as per the sanctioned Building Plan No: 79/CB/30/31 dated 04.07.2017 of the Rajpur Sonarpur Municipality under the supervision of a Class – 1 L.B.S./Architect of the Rajpur Sonarpur Municipality (appointed for the same purpose by the Developer herein) on the land of said premises as detailed in the SCHEDULE “A” written hereunder.

AND WHEREAS according to the said Development Agreement dated 24.10.2013 executed by and between the Owner of the land who is the Confirming Party herein and the Developer, the Confirming Party grants subject to what has been hereinafter the exclusive right to the Developer to built, construct, erect and complete the building and to commercially exploit the same by entering into Agreement(s) for Sale of their allocated areas save the portion of the area allotted to the Confirming Party and/or construct in accordance with the plan or plans either already sanctioned or to be further sanctioned in the name of the Confirming Party by the appropriate authorities with the approval of Confirming Party.

AND WHEREAS in consideration of the above the Developer shall be entitled to a minimum number of flats, car parking spaces, and/or units comprising both or otherwise, roofs etc. stated hereto before at the said proposed building together with proportionate undivided share or interest of land and the common facilities and amenities as defined in details under the Developer’s Allocation clause of the Agreement dated 24.10.2013 executed by & between the Developer herein and the Owner/Confirming Party herein and as per the same Agreement the Developer shall be entitled to enter into sale and transfer in its own name with any transferee and to receive, realise and collect all money in respect thereof which shall absolutely belong to the Developer and the Confirming Party hereby gives his full consent to the Developer into entering into such said Agreement/s as referred to herein in this paragraph and the Owner herein further agrees to convey the proportionate land of the respective flat(s) with the said right to the purchaser(s) when called upon by the Developer keeping the Owner who is the Confirming Party herein as the Vendor in said such conveyance(s).

AND WHEREAS the Purchaser herein knowing the intention of the Developer herein and in need of some flat and/or spaces approached the Developer with the intention to purchase one flat being no “___” on the _____ floor _____ side lying and situated in the said proposed building named “Sangam” situated on the land of the said property (as detailed in

Schedule “A” written here under) and accordingly negotiated with the Developer herein.

AND WHEREAS the Developer has chosen the Purchaser herein as the proposed purchaser for the sell of the said flat ____ detailed in Schedule B hereunder in terms of the Development Agreement dated 24.10.2013 and is selling the flat to the proposed Purchaser herein in terms of this instant Agreement and the said Development Agreement and the Owner confirms and concurs this sale.

AND WHEREAS as per Central Goods and Service Tax (CGST) Act 2017 and West Bengal Goods and Service Tax (WBGST) Act 2017 implemented (Pan India except for the state of Jammu & Kashmir) from 1st July 2017 it is written in Schedule II see section 7 (of both the Central & State Act) under Section 5 (supply of services) “The following shall be treated as supply of services:

Construction of a complex, building, civil structure or a part thereof, including a complex or building intended for sale to a buyer, wholly or partly, except where the entire consideration has been received after issuance of completion certificate, where required, by the competent authority or after its first occupation, whichever is earlier.

Explanation. - For the purposes of this clause-

the expression “construction” includes additions, alterations, replacements or remodeling of any existing civil structure;”

The project qualifies as an ‘Ongoing project’ as at 31st March, 2019, having met all the requirements, being an under- construction project, qualifies for rate of tax (GST) under both CGST Act, 2017 and WBGST Act, 2017 at 9% CGST plus 9% WBGST, effectively at a rate of tax at 6% CGST plus 6% WBGST on the taxable value of each invoice. However, if the project and/or the buyer of flat / constructed unit in a project become eligible and thereafter qualify under PMAY-U (Pradhan Mantri Abas Yojana – Urban) Scheme under the Credit Linked subsidy scheme (CLSS), then on production of authenticated documents from the sanctioning authority, the Purchaser would be required to pay tax (GST) at 6% CGST plus 6% WBGST, effectively at a rate of tax at 4% CGST plus 4% WBGST on the taxable value of each invoice.

AND WHEREAS the Purchaser herein knowing the intention of the Developer herein and in need of some flat and/or spaces approached the Developer with the intention to purchase one flat constructed within the Developer's Allocation portion in the said building situated on the land of the said property (as detailed in Schedule "A" written here under) and accordingly negotiated with the Developer herein.

AND WHEREAS the Purchaser, the Party of the Second Part herein, agreed to purchase in accordance with the terms and conditions mentioned in the Agreement for Sale, one number of flat bearing distinctive no: "____" on the ____ Floor, facing ____ side, measuring ____ Sq.Ft. super built-up area, in the newly constructed building which area shown in the '**RED**' marked portion of Sketch Map Annexed hereto and which is described in more details in Second Schedule mentioned hereunder.

AND WHEREAS the Purchaser herein who had already paid some booking advance and/or further part payment towards the purchase process of his/her purchasable property then agreed with the Developer who is Confirming Party herein and the owners of the Land who are the Vendor herein to execute an Agreement for Sale documenting the terms and conditions and each other's respective performance and obligations allied to such sale procedure.

AND WHEREAS accordingly the parties thereto & hereto, entered into an Agreement for Sale executed on _____ by and between the parties hereto by virtue of which the Purchaser therein and herein agreed to purchase at a valuable consideration from the Developer and the Owners therein who are the Vendors herein one Flat (bearing no: "___"), which, in this document, is shown, demarcated and/or delineated in the **RED** marked portion of the sketched Map annexed hereto and which property is described in more details in the Schedules described briefly hereinafter in this paragraph and which schedules are written in details hereunder at an agreed total consideration of **Rs. _____/- (Rupees _____ only) plus GST as applicable**, and on date the full payment of which the Purchaser herein have made to Developer herein and which is acknowledged through the Memo of Consideration enclosed hereunder (and which memo is part and parcel of this document). The said schedules as referred to herein in this paragraph are as follows:

FIRST SCHEDULE:

Detailed Schedule of the land of the “said property” upon which is situated the building which houses the Purchaser’s flat and upon which the Purchaser shall enjoy proportionate (to the area of the Flat) undivided impartible right title and interest

SECOND SCHEDULE:

Schedule of the Flat as allotted to the Purchaser herein

THIRD SCHEDULE:

Schedule of the common areas, facilities and amenities provided in the Building and premises housing the Purchaser’s Flat of which the Purchaser will enjoy undivided impartible right title and interest proportionately to her share of the Flat area.

FOURTH SCHEDULE:

Schedule of the common expenses to be borne by the Purchaser in proportion to her share of the common facilities amenities and areas;

AND WHEREAS in pursuance of the said Agreement for the sale executed on _____, the developer who is the confirming party herein has executed constructed and completed the said building as per the sanctioned Memo No: 79/CB/30/31 dated 04.07.2017 (of The Rajpur Sonarpur Municipality) [Hereinafter referred to as the said building plan] and the said flat as mentioned in the above referred agreement for sale together with all the common parts and facilities and/or amenities therein and have effected house drainage completion and applied for municipal water supply as well as already provided independent boring water supply to the newly completed building as well as applied for and obtained common electric meter to the said newly constructed building named “SANGAM” i.e. in other words the Developer have completed construction of the building housing the Purchasers’ Flat/CPS/unit as per the agreed to specifications outlined in the Agreement for the sale executed on _____ and in accordance to the sanctioned building plan/s and also made it occupiable/habitable and the Purchaser has from time to time made full payment on account of the impartible proportionate undivided share or interest in the land comprised in the premises and on account of cost of construction of the said flat under the said agreement to the Owners/Vendor [through the Developer as explained aforesaid] and to the Developer/Confirming Party respectively.

AND WHEREAS the Purchaser has now approached the Developer/Confirming Party herein and through the Developer, the

Owners/Vendor herein to cause to be sold transferred and conveyed of the said flat together with the impartible proportionate undivided share or interest in the land comprised in the said premises and together with the facilities and amenities provided therein together with the proportionate impartible undivided share in common areas, common portions and common facilities and common amenities thereof and the Developer/Confirming Party together with the Owners/Vendor has agreed to cause to sale, transfer, convey of the same up to the Purchaser herein at a total consideration of Rs. _____/- [Rupees _____] only, plus GST as applicable.

1. NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale executed on _____ by and between the parties thereto and hereto and in consideration of the sum of Rs. _____/- [Rupees _____ only] plus GST as applicable, being price of the constructed flat bearing no: “___” situated on the _____ floor ___ facing of the newly constructed building at 145, Anandapally, P.O. Laskarpur, P.S. Sonarpur, Kolkata - 700153, having ___ Sq.Ft super built-up area, with undivided proportionate and impartible share in the land described in the first schedule written hereunder paid by the purchaser to the Confirming Party/Developer and the Owners/Vendor [through the Developer as explained hereinbefore] and the Developer who is the Confirming Party and the Owners who are the Vendor herein do hereby admit and acknowledge and from payment of the sum as aforesaid release, discharge and acquire unto the Purchaser undivided proportionate and impartible share in the land described in the first schedule written hereunder and the said _____ floor space being flat no: “___” described in the second schedule hereunder written and the proportionate impartible share of the common areas and facilities described in the third schedule written hereunder AND the Vendors and the Confirming Party do hereby sale, convey, transfer, assign and assure unto the Purchaser **ALL THAT** an undivided proportionate impartible share and interest in the total land described in the first schedule hereunder written and absolute right, title and interest in the said _____ floor flat space being flat no: “___” ___ facing of the building measuring about _____ Sq.Ft, super built-up area described in the second schedule hereunder written and as shown in “**RED**” marked portion of sketch map annexed hereto and impartible proportionate share and interest in the common areas facilities described in the third schedule hereunder written **SUBJECT TO** the Purchaser having and performing the covenants and agreements contained herein below and hereunder written **AND** reversion or reversions, reminder or reminders and the rents, issues and

profits in connection with the said undivided proportionate share in the land and in the constructed space and all the said right, title, interest, claim and demand whatsoever of the Vendor into or upon the undivided proportionate share in the entire land and in the said flat and all other benefits and rights, herein comprised and herewith granted, sold, conveyed, transferred, assigned and assured and expressed or intended so to be and part or parts thereof respectively together with other right, liberty and appurtenance whatsoever unto the purchaser free from all encumbrances, trust, liens and attachments whatsoever **AND TOGETHER WITH** the easement and quasi-easement and stipulations and provision in connection with the beneficial use and enjoyment of the said undivided proportionate impartible share of the entire land and the said portion of the _____ floor flat space being flat no: “____” in the building by the respective co-owners and lawful occupiers of the building and/or the said undivided proportionate impartible share in the entire land and **TO HAVE AND TO HOLD** the said undivided proportionate impartible area in the said land and the said portion of the _____ floor space being flat no: “____” and all other benefits and right hereby granted, sold conveyed transferred, assigned and assured and every part or parts thereafter absolutely and forever subject to the purchasers paying and discharging all taxes and imposition in the said portions of the _____ floor flat space being flat no: “____” wholly and the common expenses proportionately and all other outgoings in connection with the said flat wholly and the said land, building and in particular common portions proportionately.

2. The VENDORS and the CONFIRMING PARTY do hereby covenant with the PURCHASER as follows: -

1. Interest which the Vendors and the Confirming Party do hereby professed to transfer subsist and that the vendors and the confirming party have the right, full power and absolute authority to grant, sale, convey, transfer assign and assure unto the purchaser the said undivided proportionate share in the said land and said flat and undivided user's interest in common parts.
2. It shall be lawful for the Purchaser from time to time to enter into and upon and to hold use and enjoy the said share in the said land and the said _____ floor constructed space being flat no: “____” and every part thereof and to receive, rents, issues and profit thereof without any interruption, disturbance, claims or demands whatsoever from or by the vendors or from any person or persons claiming through under the Vendors or any trust and liens by the Vendors and free and clear from

and against all manner of encumbrances including trusts, liens and attachments whatsoever save only those are expressed mentioned herein.

- 3.** The Vendors and Confirming Party from time to time and at all times hereinafter upon every reasonable request and at the cost of the Purchaser acknowledge to make, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said share in the said land and the said portion of the _____ floor flat space being flat no: “_____” in the said building in the manner as aforesaid.
- 4.** The Vendors and Confirming Party shall unless prevented by fire or more other irresistible force from time to time and at all times hereinafter upon every reasonable request and at the costs of the purchaser produce or cause to be produced to the purchaser or to her attorney or authorized agent or at any trial, examination or commission for inspection or otherwise as occasion shall require the title deed/s in their possession in connection with the said land and also shall at the like request and costs of the purchaser deliver to the purchaser such attested or other copies of extracts there from as the purchaser may reasonably require and will in the meantime unless prevented as aforesaid keep the same safe, unobliterated and uncancelled.
- 5.** The Vendors and Confirming Party shall not do anything or make any grant for term whereby the rights of the Purchaser described herein may be prejudicially affected and shall do all act as be necessary to ensure the rights available to the purchaser as the purchaser and as co-owner [as described herein] from the other co-owners.
- 6.** The Vendors and Confirming Party shall duly fulfil and perform all their respective obligations and covenants elsewhere herein expressly contained.
- 7.** The Purchaser shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appendages, whatsoever belonging or in any way appertaining to the said portion of the Fourth floor constructed space being flat no: “IVB” in the said building on the said property or therewith held, used, occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter full specified:

 - A]. The right or protection of the said constructed space from all parts of the said building so far as they now protect the same.

- B]. The right to own and use the common portion jointly with all other co-owners.
8. The Owners/Vendors have not concealed or suppressed any materials defects in the title.

3. **THE PURCHASER do hereby covenant with THE VENDORS and CONFIRMING PARTY as follows:**

1. To observe, fulfil and perform the covenants hereunder written including those for the common purposes as described in the third schedule hereunder written and shall regularly and punctually pay and discharge all taxes and expenses, proportionately and other outgoing in connection with the said portion of the _____ floor constructed space being flat no: “___” in the said building wholly and in connection with the said land and the building and in particularly the common portions proportionately.
2. To contribute and pay the proportionate share of expenses and outgoing as will be determined by the Developer / Association of all co-owners (after its formation) as more specifically mentioned in the fourth schedule hereunder written.
3. To pay both Owners’ and Occupiers’ share of Municipal rates and taxes levied on the said portion of the _____ floor constructed space being flat no: “_____” in the said building and proportionately on the said land and/or the said building and exclusively pay all charges for electricity telephone and other facilities utilized in the said constructed space.
4. The purchaser shall do the following in connection with use and enjoyment of the said _____ floor constructed space being flat no: “_____” in the said building on the said property and undivided proportionate impartible share in the entire land and common areas and facilities:
 - A. To keep at his/her own costs and expenses the said _____ floor constructed space being flat no: “_____” in the said building and every part thereof and all fixtures and fittings therein or exclusively therefore comprised therein property painted and in good repairs and in neat and clean conditions and as decent and respectable place for residential purpose only.

- B.** Use the said _____ floor constructed space being flat no: “____” and common facilities and areas carefully peaceably and in the manner reasonably indicated herein and/or in accordance to the rules that may be framed by the co-owners and/or statutory body/s for the use thereof.
- C.** Use all paths, passages, and stair-case only for the purpose of egress to the constructed space and ingress and for no other purpose whatsoever unless permitted in written by the other co-owners of the flat-owners’ association, if formed.
- D.** Make all additions and alterations as may be required to be made in the building or any part thereof on the requisition of the Government or Rajpur-Sonarpur Municipality or other statutory body otherwise in co-operation with the purchasers and/or co-owners of other flats at his/her own costs wholly in case it relates to the said constructed space and any part thereof and proportionately in case it relates to the other flats and/or the common parts and similarly to pay all betterment fees and other similar fees and/or penalties which are required to be paid by the vendor and/or purchaser and/or other co-owners with regard to the building and/or user thereof including the charge of user.
- E.** Keep the said constructed space in good state of repair and condition.
- F.** Join the flat-owner’s association if and/or as and when formed from amongst the flat owners of the said building by the Developer and agrees to abide by its byelaws and decisions.
- G.** Permit the said flat-owner’s association and/or till its formation the Developer and its surveyor(s) or agent(s) with or without workmen at all reasonable times and upon 48 hours previous notice in writing to the purchaser to enter upon the constructed space and every part thereof to view the state and conditions found there and to give notice to the purchaser to repair the same.
- H.** Within 15 days after the date of delivery of every such notice as aforesaid, to repair and make good all such defects, decays and want of repairs to the said _____ floor constructed space being flat no: “____” in the said building at the cost of the purchaser.

- I.** Allow all the co-owners in the said building the unobstructed and unhindered right of easement and/or quasi-easements in the common portions of the said building.
- J.** Apply for and have the said _____ floor constructed space being flat no: “_____” in the said building separately assessed for the purpose of assessment of municipal rates and taxes in so far as the same are allowable in law and shall also apply for and obtain mutation in her names as purchaser and/or co-owner in the relevant municipal and/or other land records.
- K.** Bear and pay municipal and all other rates and taxes and imposition including urban land tax, etc. in respect of the housing complex, proportionately and the said _____ floor constructed space being flat no: “_____” wholly on and from the date of possession of the said constructed space distinguished as flat no: “_____” in the said building.
- L.** This Association of co-owners and/or till its formation, the developer, shall manage, maintain and control the common portion and do all other acts, deeds and things as be necessary of expedient for the common purpose and for that the purchaser shall co-operate with the other co-owners and/or the association and/or the developer as the case may be and contribute to pay every month a fixed amount as may be decided by the said association of co-owners and/or developer as the case may be towards the common expenses within seven days of the other owners and/or the association and/or the developer [as the case may be] leaving its bill for the same in the said constructed space being flat no: “_____” and/or at the above address of the purchaser.
- M.** In case of default in making the said payment by the purchaser, the co-owners and/or the association and/or the developer as the case may be shall be entitled to withhold all such utilities and/or facilities and/or services [for which such bill may have been raised] to the purchaser till that time the purchaser continues to remain in default and/or demand and realize all amounts for the time being due and payable by the purchaser herein from any occupant of the said flat bearing no: “_____” or any part thereof.
- N.** Not to interfere with in any manner or obstruct the aforesaid right of the other co-owners and/or the association and/or the developer as

the case may be and shall not make any demand for losses or damage in connection therewith.

- O.** Observe and abide by the rules and regulations and bye-laws to be framed from time to time by the co-owners and/or the associations, if formed, for the common purpose and for quiet and peaceful enjoyment of common portions as the co-owners or the association, if formed, may consider reasonable, but not inconsistent with the provisions contained herein.

4. It is hereby further agreed by and between the VENDORS/OWNERS and the CONFIRMING PARTY and the PURCHASER as follows: -

- a.** The aforesaid undivided proportionate share or interest in the said land comprised in the said premises shall always remain impartible.
- b.** The aforesaid undivided proportionate share or interest of the common areas spaces amenities in the said building & said premises shall always remain impartible.
- c.** The PURCHASER shall not do any one or more of the following things:
 - I.** Cause any nuisance and annoyance to the co-purchasers and/or occupants of other portions of the said building and/or flats.
 - II.** Use or allow to be used the said portion for any purpose other than those mentioned in this Indenture and in particular not to use the same for any hotel, nursing home, boarding house, manufacturing purpose, save with the consent in writing of the association has obtained.
 - III.** Decorate or paint or otherwise alter the exterior or the said portion/space or common areas and facilities of the same building in any manner save in accordance with the general scheme thereof as specified by the association.
 - IV.** Do anything whereby the other co-purchaser/s and/or occupants of other portions in the said building is/are obstructed or prevented from enjoying, quietly, peacefully exclusively their respective flats and jointly of the common areas and facilities.

- V.** Claim any right of absolute ownership in any other part of the said building save as may be necessary for ingress and egress of men, materials, utilities, pipes, cables and lines to be installed in the said _____ floor constructed space being flat no: “_____” in particular.
- VI.** Claim any portion or sub-division in respect of the common portions in the said building and/or situated within the said premises.
- VII.** Obstruct the other co-owners in the said building or members of the flat owners association, if formed, or till its formation the developer in their/its acts relation to the common purpose.
- VIII.** Injure or harm the common portions or any other flat/s and/or space/s in the building either by mistake or on purpose and/or make any alteration or withdraw any support or otherwise.
- IX.** Alter any outer portion or elevation or colour scheme of the said unit or the building without the prior consent in writing of the other co-owners or association [if formed] had obtained.
- X.** Affix any wires, cables, pipes etc. from or through any of the common portion or other units save in the manner as expressed mentioned herein or permitted in writing by the other co-owners or the association, [if formed].
- XI.** Use or permitted to be used of the roof in any manner which can harm the building and/or disturb the peace of other co-owners and/or the other occupants in the said building specially not to use or let the same to be used for any illegitimate illegal and/or immoral activities.

AND the Confirming Party do hereby confirm any concur that it has completed the construction of the said _____ floor flat space being flat no: “_____” having super built area of _____ Sq.Ft in the said building situated on the said property and has delivered possession thereof unto the Purchaser in completely habitable/occupiable/usable and acceptable condition and the Vendor and Confirming Party have full right and absolute authority to transfer/convey the same unto the Purchaser and the Purchaser has accepted delivery of possession of the Flat purchased by them and detailed elsewhere herein in terms of the Agreement for sale dated _____ as well as these presents and the Purchaser having accepted such delivery of possession of the said property being transacted by these presents and

detailed in the Second Schedule written hereinafter also confirmed and concurred this sale.

THE FIRST SCHEDULE REFERRED TO ABOVE:
(SCHEDULE OF LAND, PREMISES)

ALL THAT piece and parcel of land measuring 4 (four) Cottahs 15 (fifteen) chittaks, be the same or a little more or less along with one 200 Sq.Ft tile shed structure, lying in R.S. Plot No. 515/1432, appertaining to R.S. Khatian No: 67 of Mouza-Laskarpur, under District Collectorate Touzi No: 3-5, J.L. No. 57, R. S. No: 174, Police Station and Sub-Registry office at Sonarpur, P.O. Laskarpur under Rajpur – Sonarpur Municipality Ward No. 31 (Previously Ward No. 29), at present being recorded as Municipal Holding No: 145, Ananda Pally District-South 24 Parganas, Kolkata – 700153, being butted and bounded in the manner following : -

ON THE NORTH:- By holding Mr. Chakraborty & Mr. Bhattacharya;
ON THE SOUTH:- By holding no 144, Ananda Pally;
ON THE EAST:- By 18’ 6” wide Municipal Road;
ON THE WEST:- By Boundary wall.

THE SECOND SCHEDULE REFERRED TO ABOVE:
(SCHEDULE OF ALLOTTED FLAT)

ALL THAT the one number of self contained flat to be completed as per the Schedule “C” written hereunder measuring more or less ___ square feet built up area comprised of a Super built up of ___ Square feet being flat No “___” on the ___ Floor facing ___ side of the building named “Sangam” to be constructed in accordance to the Sanctioned Building Memo No: 79/CB/30/31 dated 04.07.2017 of the Rajpur Sonarpur Municipality (read together with any further Sanctioned Plan/s) together with impartible proportionate undivided share or interest in the land, including proportionate right title and interest over the common facilities, common service, all fixtures, sanitary and electrical installation and fittings either already situated or to be situated and lying at the land of the premises detailed in Schedule “A” written hereinabove. The flat is demarcated and delineated in **RED** marked portion of the sketch map annexed hereto and butted and bounded in the manner following:

ON THE NORTH BY:
ON THE SOUTH BY:
ON THE EAST BY:

ON THE WEST BY:

The said flat (_____) as detailed in this schedule is demarcated and delineated in **RED** marked portion of the sketch map annexed hereto.

THE THIRD SCHEDULE REFERRED TO ABOVE:
(COMMON AREA AND FACILITIES)

Common Areas and Facilities shall mean all those areas, passages and facilities situated outside the Net Area of the Flat purchased by the Purchasers but within the Land Area (within which is situated the building which houses the Purchasers' Flat) which is necessary for the enjoyment of the flat/s by the Occupier/s thereof. They are as follows: -

- A. Entrance Corridor on Ground Floor
- B. Pump Room with Pump Motor
- C. Stair Case with Stair Way
- D. Landing and Corridor on each Floor
- E. Stair Room/Mounting Room above Roof Level
- F. Passage Leading to Stair Way on Ground Floor
- G. Semi-underground Reservoir Tank(s)
- H. Overhead Water Reservoir(s)
- I. Water ways including Main Ferrule
- J. Common Electric Meter with corresponding Main Switch with electrical room.
- K. Security Lights in and around the Building
- L. Boundary Walls with Pillars and gates/railings on boundary limit
- M. Main Gate & other gates to the Entrance of the Building
- N. Sewer and Soil Line with Pits and Master Trap within the Main Premises within which the Building is situated
- O. Final roof(s) of the Building with guard/parapet walls/railings.
- P. Lift Well with lift and all allied gadgets with the lift machine room
- Q. Generator with allied accessories (if the same is installed)
- R. Intercom machine and wires (but not the individual apartments' sets) with the common telephone set in the security booth.
- S. Close Circuit TV Cameras with its allied wires cables switches and feed storage device and monitor.
- T. Water Treatment Plant with allied accessories.

THE FOURTH SCHEDULE ABOVE REFERRED TO ABOVE
(COMMON EXPENSES)

The Purchaser or her nominee shall regularly and punctually pay forthwith on demand by the Developer till the formation of the Association or co-owners and/or the associations proportionate share of the common expenses as fully described herein below : -

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external walls of the said Building;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges and deposits for supplies of common utilities to the co-Owners in common;
- d) Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the Purchaser;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electric charges for the electricity energy consumed for the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-Owners in common;

MEMORANDUM OF CONSIDERATION

RECEIVED a sum of Rs. _____ /- (Rupees _____ Only) plus GST as applicable, totalling Rs. _____ /- (Rupees _____ Only) from the above named **PURCHASER** in respect of the flat mentioned in **SCHEDULE-“B”** hereinabove as per memo below :-

MEMO:

Particulars of the Consideration	Amount (Rs.)
By Chq No dated _____ from _____ Bank, _____ branch	Rs. _____ /-
TOTAL AMOUNT	Rs _____ /-

(Rupees _____) only, including GST as applicable

WITNESSES:

1.

2.

(Signature of the **DEVELOPER**)

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year above written.

SIGNED, SEALED AND DELIVERED

At Kolkata in the presence of:

WITNESSES:

1.

(Signature of the **FIRST PART**)

2.

(Signature of the **SECOND PART**)

(Signature of the **CONFIRMING PARTY** of the **THIRD PART**)

Drafted by:

(Tapendra Mohan Biswas)
Advocate, Calcutta High Court,
Enrolment No: WB / 406 /95

Computer typed by:

(S. Roy)
57, Pratapaditya Place,
Kolkata-700 027.