

THIS AGREEMENT FOR SALE made this_____day of **MARCH**, in the year **TWO THOUSAND TWENTY THREE (2023): BETWEEN: 1. M/S TRAVLLERS EXPRESS CLUB**, a proprietorship concern having its office at 20, Mirza Galib Street, P.O.- Park Street, P.S.- New Market, Kolkata – 700016, represented by its proprietor **SMT. NASRIN PADHI, PAN – AGGPP2940J, (AADHAAR NO. - _____)**, wife of Sri Neeraj Padhi, by faith – Hindu, by Occupation- Business, by nationality- Indian of 6/5A, Swinhoe Street, P.O.- Ballygunge, P.S. Gariahat, Kolkata –

700019, **2. M/S NIRVANA TOURS** of 7D, Swinhoe Street, P.O.- Ballygunge, P.S. Gariahat, Kolkata – 700019, proprietorship concern represented by **SHRI NEERAJ PADHI, PAN – AFVPP3444H, (AADHAAR NO. -_____)**, son of Sarat Chandra Padhi, by faith – Hindu, by Occupation- Business, by nationality- Indian of 7D, Swinhoe Street, P.O.- Ballygunge, P.S. Gariahat, Kolkata – 700019, both represented by their constituted attorney **BEEU REALTY PVT. LTD., PAN-AAFCB5723M**, a company registered under the Companies Act, 1956, having its Registered Office at – 267 B.B.Ganguly Street, P.O.- Bow Bazaar, P.S.- Bow Bazar Kolkata – 700 012, represented by one of its directors, **ZAFAR AHMED KHAN, PAN – AIHPK8406F, (AADHAR NO.- 407207225546)**, son of Nasir Ahmed Khan, by faith - Muslim, by occupation-Business, presently residing at 33, Belgachia Road, P.O.- Belgachia, P.S.- Tala, Kolkata- 700 037, has been appointed as constituted attorney by registered power of attorney dated 15th June, 2015, duly registered in the Office of the Additional Registrar of Assurance – III Kolkata, District – Kolkata, in Book No. IV, CD Volume No. 1903-2015, Pages from 12535 to 12561, being No. 190303193 for the year 2015 **3. FARID MIRZA, PAN – AKDPM9102G, (AADHAAR NO. -_____)**, son of Late Abid Mirza, by faith – Muslim, by occupation- Business, by nationality- Indian, **4. FARIA MIRZA, PAN – AKJPM0084H, (AADHAAR NO. -_____)**, wife of Farid Mirza, by faith Muslim, by occupation -Housewife, nationality- Indian, both residing at – 10/11, Mitra Lane, P.O.- Burrobazar, P.S. - Jorasanko, Kolkata – 700 007, both represented by their constituted attorney **BEEU REALTY PVT. LTD., PAN-AAFCB5723M**, a company registered under the Companies Act, 1956, having its Registered Office at – 267, B.B. Ganguly Street, P.O.- Bow Bazaar, P.S.- Bow Bazar Kolkata – 700 012, represented by one of its directors, **ZAFAR AHMED KHAN, PAN – AIHPK8406F, (AADHAR NO.- 407207225546)**, son of Nasir Ahmed Khan, by faith - Muslim, by occupation-Business, presently residing at

33, Belgachia Road, P.O.- Belgachia, P.S.- Tala, Kolkata- 700 037, has been appointed as constituted attorney by registered power of attorney dated 16th October, 2014, duly registered in the Office of the Additional Registrar of Assurance – III Kolkata, District – Kolkata, in Book No. IV, CD Volume No. 13, being No. 07254 for the year 2014, **5. ASAD MIRZA, PAN - AENPM3939H, (AADHAAR NO. - _____)**, Son of Late Abid Mirza, by faith – Muslim, by occupation – Business, nationality- Indian, residing at – 10/11, Mitra Lane, P.O.- Burrobazar, Police Station - Jorasanko, Kolkata – 700 007, represented by his constituted attorney **BEEU REALTY PVT. LTD., PAN-AAFCB5723M**, a company registered under the Companies Act, 1956, having its Registered Office at – 267 B.B.Ganguly Street, P.O.- Bow Bazaar, P.S.- Bow Bazar Kolkata – 700 012, represented by one of its directors, **ZAFAR AHMED KHAN, PAN - AIHPK8406F, (AADHAR NO.- 407207225546)**, son of Nasir Ahmed Khan, by faith - Muslim, by occupation-Business, presently residing at 33, Belgachia Road, P.O.- Belgachia, P.S.- Tala, Kolkata- 700 037, has been appointed as constituted attorney by registered power of attorney dated 16th October, 2014 duly registered in the Office of the Additional Registrar of Assurance – III Kolkata, District – Kolkata, in Book No. IV, CD Volume No. 13, Pages from 3719 to 3740, being No. 07253 for the year 2014, hereinafter referred to as “**the OWNERS/VENDORS**” (which term or expression shall unless, repugnant to the subject be deemed to mean and include their respective legal heirs, executors, legal representatives, administrators, successors nominees and assigns) of the **FIRST PART:**

AND

1. _____, PAN-____, (AADHAAR NO. - _____), Son of _____, by faith- _____, by Occupation-_____, by nationality- _____, residing at _____, P.O.- _____, P.S. –

_____, District-_____, Pin Code -_____, **2.**
 _____, **PAN-**_____, (**AADHAAR NO.-**
 _____), Son/daughter/wife_____, by faith-
 _____, by occupation-_____, by nationality- Indian, both are
 residing at _____, P.O.-_____, P.S. -
 _____, District-_____, Pin Code -_____,
 residing at _____, P.O.-_____, P.S. -_____,
 District-_____, Pin Code -_____, residing at
 _____, P.O.-_____, P.S. -_____, District-
 _____, Pin Code -_____, residing at _____,
 P.O.-_____, P.S. -_____, District-_____, Pin
 Code -_____, hereinafter collectively referred to as "**the**
PURCHASERS/SECOND PARTIES" (which expression shall unless it be
 repugnant to the context or meaning thereof mean and include each of
 their respective heirs, heiress, executors, administrators and assigns) of
 the **SECOND PART**:

AND

BEEU REALTY PRIVATE LIMITED , PAN - AAFCB5723M, a
 company incorporated under the Companies Act, 1956, having its
 Registered Office at 267, B. B. Ganguly Street, P.O. + P.S. - Bow
 Bazar, Kolkata - 700 012, represented by its director **ZAFAR AHMED**
KHAN, PAN - AIHPK8406F, (AADHAR NO.- 407207225546), son of
 Nasir Ahmed Khan, by faith- Muslim, by occupation- Business, by
 nationality- Indian, working for gain at 267, B. B. Ganguly Street,
 P.O. + P.S. - Bow Bazar, Kolkata - 700 012 who has been duly
 authorized by way of resolution of the Board of Directors to represent
 the Company, hereinafter jointly 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 its legal representatives, executors, administrators, successor and/or successors in office and assigns) of the **THIRD PART:**

WHEREAS by a Conveyance bearing date the 08th September 1924 and made by and between Shiva Nath Biswas as surviving Executor of the last will and Testament of Smt.Kumudini Dassi, therein called the Vendor of the One part and the said Golam Hossain Ariff therein called as the Purchaser of the other part and registered by the Registrar of Assurance of Calcutta in Book No. 1, Volume No. 104, Pages 215 to 220, being No. 3963 for 1924 the message parcel of land hereditaments and premises then numbered as No. 15 Market Street in the town Calcutta fully described therein was for the consideration therein mentioned conveyed unto the said Golam Hossain Cassim Ariff absolutely and forever.

AND WHEREAS the said Premises No. 15 Market Street was subsequently numbered 18A, 18B and 18C Free School Street.

AND WHEREAS in or about July 1936 the said Premises Nos. 18A, 18B, and 18C, Free School Street was numbered as 2A, 2B, and 2C, Free School Street now known as Mirza Ghalib Street.

AND WHEREAS the said Golam Hossain Cassim who was in his lifetime and at the time of his death a Mohamedan governed by the Hanafi School of Mahamedan Law died on or about 1st January 1937 leaving various properties amongst others the said premises No. 2A, 2B and 2C Free School Street (Mirza Ghalib Street) and also leaving a will dated 10th June 1933 where he appointed his wife the said Aisha Ariff and his two sons the said Ibrahim Golam Hossain Ariff and Ismail Golam Hossain Ariff the executrix and executors and trustees.

AND WHEREAS by the said Will after providing for payment of his funeral and testamentary expenses and debts, the said Golam Hossain Cassim Ariff directed his executors and executrix and

trustees to make over his properties to his heirs according to the Hanafi School of Mahomedan Law.

AND WHEREAS the probate of the said Will was granted to the said executors and executrix by the High Court of Judicature at Fort Willam in Bengal on the 3rd August 1939.

AND WHEREAS the said Golam Hossain Cassim Ariff left a son the said Ibrahim Golam Hossain Ariff by his predeceased first wife Karimunnesa Begum and three other sons namely Ismail Golam Hossain Ariff, Ahmed Golam Hossain Ariff and Azam Golam Hossain Ariff by his second wife the said Aisha Ariff and also his sole widow the said Aisha Ariff as his only heirs and heiress and legal representatives at the time of his death under the Hanafi School of Mahomadan Law.

AND WHEREAS by a mortgage bearing date the 26th March 1938 and between the said Ibrahim Golam Hossain Ariff in his personal capacity and the Mortgage registered at Calcutta in Book No. 1, Volume 29 Pages 234 to 241 being No. 1221 for 1938 the said Ibrahim Golam Hossain Ariff in consideration of Rs. 20,000/- (Rupees Twenty Thousand) only paid to him by the mortgage and granted among other properties his undivided share in the said messuage parcel of land hereidtaments and premises Nos. 2A, 2B, and 2C Free School Street not known as Mirza Ghalib Street to the moratgage subject to a provision therein contained for redemption of the said premises on payment per annum and other monies therein mentioned.

AND WHEREAS it is alleged that the said Ibrahim Golam Hossain Ariff purported to leave a Will which has not been proved and the validity whereof is not admitted.

AND WHEREAS on the 12th February 1941 the said Dorothy Jane Ariff filed a suit in the Calcutta High Court being Suit No. 213 of

1941 against the said Aisha Ariff and the other parties of the 1st and 2nd parts for administration of the estate of the said Golam Hossain Cassim Ariff deceased and if necessary of the estate of Ibrahim Golam Hossain Ariff deceased, for discovery, accounts, directions. For administrations of the said estates, for Receiver, Injunction, Costs and other reliefs.

AND WHEREAS by a decree made in the said suit on the 2nd December 1941, it was inter alia declared that (1) the said Aisha Ariff was entitled to 1/22th share in the estate of the said Golam Hossain Cassim Ariff deceased (2) that the said Ismail Golam Hossain Ariff, Ahmed Golam Hossain Ariff and Azam Golam Hossain Ariff were each entitled to 7/32th share therein and (3) that the estate of Ibrahim Golam Hossain Ariff was entitled to the remaining 7/32th share therein.

AND WHEREAS by the said decree it was inter alia further declared that the said Dorothy Jane Ariff was entitled to 9/72th share and the said Amina Ariff and Jamilla Ariff to 24/72th share each and the said Ismail Golam Hossain Ariff, Ahmed Golam Hossain Ariff and Azam Golam Hossain Ariff deceased.

AND WHEREAS by the said decree the said Stanley Kissen Sawdey was inter alia appointed the Receiver of the estate of the said Golam Hossain Cassim Ariff deceased and Ibrahim Golam Hossain Ariff deceased and of the rents, issues and profits thereof with all the powers provided in the Civil Procedure Code 1908.

AND WHEREAS by and order bearing date the 27th April 1942 made in the said Suit No. 213 of 1941 the said Stanley Kissen Sawday as such Receiver was given liberty to sell the said premises Nos. 2A, 2B and 2C Free School Street now known as Mirza Ghalib Street for Rs, 1,55,000/- (Rupees One Fifty Five Thousand) only and the said Receiver was directed to furnish security for a sum of Rs. 1,50,000/-

(Rupees One Lacs Fifty Thousand) only before any part of the sale proceeds was received by him as such Receiver as aforesaid.

AND WHEREAS pursuant to liberty given to him the said Receiver Stanley Kissen Sawday contracted and agreed with the Purchasers for absolute sale to them of the said messuage parcel of land hereditaments and premises Nos. 2A, 2B and 2C, Free School Street, (now known as Mirza Ghalib Street) Calcutta free from all encumbrances at or for the said sum of Rs. 1,55,000/- (Rupees One Lacs Fifty Thousand) only and on the 8th day of July 1942 received from the Purchasers the sum of Rs. 15,500/- (Rupees Fifteen Thousand Five Hundred) only as and by way of earnest and in part payment of the said purchaser money.

AND WHEREAS subject to due administration of the estates of the said Golam Hossain Cassim Ariff deceased and Ibrahim Golam Hossain Ariff deceased the parties of the first part are the absolute and sole beneficial owners of and otherwise well and sufficiently entitled to the said messuage parcel of land hereditaments and premises Nos. 2A, 2B, and 2C Free School Street now known as Mirza Ghalib Street in the town Calcutta particularly described in the schedule hereunder written and intended to be hereby granted conveyed and transferred for an absolute and indefeasible estate of inheritance in free simple in possession of an estate equivalent thereto free from all encumbrances.

AND WHEREAS Aisha Ariff and others are the only persons who are entitled to any share in the estate of Golam Hossain Cassim Ariff deceased and Ibrahim Golam Hossain Ariff deceased and Ibrahim Golam Hossain Ariff deceased and there is no other person is so entitled.

AND WHEREAS by an order bearing the date 12th Day of January 1943 made in the said suit No. 213 of 1941 on the

application of the said Receiver and on notice to all parties to the said suit and the said and second part do execute and register a Conveyance along with the said Receiver upon being asked by him and that in the event of the said Aisha Ariff and others and Aisha Ariff and Ismail Golam Hossain Ariff or any of them failing or neglecting or refusing to do so the said receiver be at liberty to execute and register the conveyance on behalf of the part including the minors refusing or neglecting to sign or register the same.

AND WHEREAS by the said order it was inter alia further ordered that the said Mortgage and do join in this conveyance and convey his right title and interest in the said messuage parcel of land hereditaments and premises to the Purchaser and in the event of his refusing or neglecting to do so the said Receiver be at liberty to execute and register the said conveyance on his behalf. In pursuance of the said orders dated 27th April 1942 and 12th January 1943 and the said agreement and in consideration of the premises the Vendors namely (1) Aisha Ariff (2) Ismail Golam Hossain Ariff and Azam Golam Hossain Ariff (3) Dorothy Jane Ariff (4) Aminia Ariff and (5) Stanley Kissen Sawday receiver appointed in suit No. 213 of 1941 – second and Hazi Anisur Rahman sold the above mentioned properties Nos. 2A, 2B, and 2C Mirza Ghalib Street, P.S. formerly Taltala at present New Market, Calcutta – 700 087, to Sri Indu Bhusan Dutta, Saila Bhusan Dutta, Sudhangshu Bhusan Dutta, Durga Bhusan Dutta Dutt, Brojendra Bhusan Dutt, Dwijendra Bhusan Dutt and Dwipendra Bhusan Dutt all sons of Kanai Lal Dutta on 17th March 1943 which was duly entered in Book No. 1, Volume No. 25, pages 189 to 203, being No. 661 for the year 1943 for the total consideration written in the above indenture free from all encumbrances.

AND WHEREAS the said Fani Bhusan, Moni Bhusan, Brojendra Bhusan, Dwijendra Bhusan, Dwipendra Bhusan, Saila Bhusan,

Sudhansu Bhusan, Durga Bhusan and Indu Bhusan mutated their respective names in the Calcutta Municipal Corporation after purchasing the said property and thus became the absolute owners seized and possessed of and sufficiently entitled to ALL THAT the said Premises Nos. 2A, 2B and 2C Mirza Ghalib Street, P.S. formerly Taltala at present New Market, Calcutta – 700 087 more fully described in the schedule hereinafter written.

AND WHEREAS Fani Bhusan, Saila Bhusan, Sudhansu Bhusan, Durga Bhusan & Indu Bhusan all deceased their legal heirs namely :-

1. Sri Sachin Kumar Dutt, son of late Sudhagshu Bhusan Dutt
2. Sri Somen Kumar Dutta, son of late Moni Bhusan Dutt
3. Sri Sandip Kumar Dutta, son of late Moni Bhusan Dutt
4. Smt. Mira Dutta, Wife of late Durga Bhusan Dutta
5. Sri Samar Kumar Dutta, son of late Durga Bhusan Dutta
6. Sri Sakti kumar Dutta, son of late Durga Bhusan Dutta
7. Sri Sajal Dutta, son of Late Durga Bhusan Dutta
8. Sri Sanjoy Dutta, son of Late Durga Bhusan Dutta
9. Sri Sachi Pati Dutt, son of Late Fani Bhusan Dutt
10. Sri Kanta Pati Dutt, son of Late Fani Bhusan Dutt
11. Sri Ramapati Dutt, son of Late Fani Bhusan Dutt
12. Smt. Minati Dutt, wife of Late Umapati Dutt
13. Smt. Ananya Datta daughter of Late Umapati Dutt
14. Smt. Angana Datta daughter of Late Umapati Dutt Dutt

became the absolute owners of the said property at 2A, 2B & 2C, Free School Street now known as 2A, 2B & 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, Calcutta – 700087 with existing owners namely:-

Brojendra Bhusan Dutt, Dwipendra Bhusan Dutt and Dwijendra Bhusan Dutt

AND WHEREAS in the event of thus happened the then owners of said property at 2A, 2B & 2C, Free School Street now known as 2A, 2B & 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087, containing an area of 18 cottahs 4 chittaks more or less together with very old structures thereon were having their proportionate share holding in the said property which are as under:-

1. Sri Sachin Kumar Dutt is the owner of 25% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087
2. Sri Brojendra Bhusan Dutt, is the owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
3. Sri Dwipendra Bhusan Dutt, is the owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
4. Sri Dwijendra Bhusan Dutta, is the owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
5. Sri Somen Kumar Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
6. Sri Sandip Kumar Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
7. Sri Mira Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
8. Sri Samar Kumar Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
9. Sri Sakti Kumar Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
10. Sri Sajal Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
11. Sri Sanjoy Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.

12. Sri Sachi Pati Kumar Dutt, is the owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
13. Sri Kanta Pati Kumar Dutt, is the owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
14. Sri Rama Pati Kumar Dutt, is the owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
15. Smt. Minati Dutt, is the owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
16. Smt. Ananya Datta, is the owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
17. Smt. Angana Datta, is the owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.

AND WHEREAS said owners of said 2A, 2B & 2C, Free School Street now known as 2A, 2B & 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700 087 containing an area of 18 cottahs 4 chittaks more or less together with very old structures thereon namely(1). Sri Sachin Kumar Dutt being the then owner of 25% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087 (2). Sri Brojendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (3). Sri Dwipendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (4). Sri Dwijendra Bhusan Dutta, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (5). Sri Somen Kumar Dutta, being the then owner of

5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (6). Sri Sandip Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (7). Sri Mira Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (8). Sri Samar Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (9). Sri Sakti Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (10). Sri Sajal Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (11). Sri Sanjoy Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (12). Sri Sachi Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (13). Sri Kanta Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (14). Sri Rama Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (15). Smt. Minati Dutt, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (16). Smt. Ananya Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (17). Smt. Angana Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, jointly by way of a registered indenture dated 12th May, 1999, executed and registered in the office of the Additional Registrar of Assurances II, Calcutta being deed no. 1346 for the year 2002,

sold, conveyed and transferred ALL THAT 50% share of premises no. 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700087 containing an area of 9 cottahs 2 chittaks more or less together with covered area of 11640 Sq. Ft. thereon in favour of M/S TRAVLLERS EXPRESS CLUB, a proprietorship concern having its office at 20 Mirza Ghalib Street, P.S. New Market, Kolkata – 700016 represented by its proprietor SMT. NASRIN PADHI, wife of Sri Neeraj Padhi of 6/5A, Swinhoe Street, P.S. Gariahat, Kolkata – 700019, being the Owner/Vendor No. 1 herein.

AND WHEREAS the concerned authority of the Kolkata Municipal Corporation upon consideration of right title, interest and possession of the owner/vendor no. 1 mutated the name of the Vendor No. 1 as owner of the 50% share in the said premises no. 2C, Mirza Ghalib Street under Assessee no. 110464700031.

AND WHEREAS by way of another registered indenture dated 12th May, 1999 executed and registered in the office of the Additional Registrar of Assurances II, Kolkata, by said owners of said 2A, 2B & 2C, Free School Street now known as 2A, 2B & 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700087 containing an area of 18 cottahs 4 chittaks more or less together with very old structures thereon namely (1). Sri Sachin Kumar Dutt being the then owner of 25% share in said property at 2A, 2B, 2C, Mirza Ghalib Street, Calcutta – 700087 (2). Sri Brojendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B, 2C, Mirza Ghalib Street, Calcutta – 700087, (3). Sri Dwipendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B, 2C, Mirza Ghalib Street, Calcutta –

700087, (4). Sri Dwijendra Bhusan Dutta, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (5). Sri Somen Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (6). Sri Sandip Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (7). Sri Mira Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (8). Sri Samar Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (9). Sri Sakti Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (10). Sri Sajal Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (11). Sri Sanjoy Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (12). Sri Sachi Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (13). Sri Kanta Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (14). Sri Rama Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (15). Smt. Minati Dutt, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (16). Smt. Ananya Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (17). Smt. Angana Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087,

jointly sold, conveyed and transferred ALL THAT 50% share of premises no. 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700087 containing an area of 9 cottahs 2 chittaks more or less together with covered area of 11640 Sq. Ft. thereon in favour of M/S NIRVANA TOURS of 7D, Swinhoe Street, P.S. Gariahat, Kolkata – 700019 proprietorship concern represented by SRI NEERAJ PADHI, son of Sarat Chandra Padhi of Anil Moitro Road, P.S. Gariahat, Kolkata – 700019, being the Owner/Vendor No. 2. The said indenture dated 12th May, 1999 made in favour of the Owner No. 2 has been executed and registered but the same was lying pending under serial no. 2232/1999P because of non-payment of deficit stamp duty till 30.01.2014 and thereafter on 30.01.2014 the deficit stamp duty and registration fees has been paid by the said owner and thereupon the said Deed has been numbered as Deed No. 01173/2014 by the office of the Additional Registrar of Assurances – II, Kolkata on 30.01.2014 but the original deed has not been supplied to the said owner till date.

AND WHEREAS in the event of thus happened the Owner/Vendor No. 1 and 2 became joint Owners and persons in possession in respect of **ALL THAT** premises no. 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700087 containing an area of 9 cottahs 2 chittaks more or less together with structure thereon.

AND WHEREAS the Owner/Vendor Nos. 1 and 2 herein while thus jointly seized possessed and sufficiently entitled to **ALL THAT** premises no. 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087 containing an area of 9 cottahs 2 chittaks more or less

together with structure thereon entered into an registered Agreement for Development dated 1st February, 2014, duly registered in the office of the Additional Registrar of Assurances II, Kolkata, and recorded in Book No. I, C.D. Volume No. 6, Pages from 3118 to 3164, Being No. 190201324 for the year 2014, with the developer herein, thereby empowering and authorizing the developer to construct a multistoried building thereon in accordance with the sanctioned plan to be sanctioned by the concerned authority of the Kolkata Municipal Corporation, and in the said Development Agreement along with other terms and conditions it has been provided that the developer will bear all expenses as would be needed and/or to be incurred for the purpose of sanctioning building plan as also constructing multistoried building in terms and/or in accordance with the sanctioned plan. In view of incurring expenses towards sanctioning fees, as also for bearing the cost of construction the developer would get 45% of the built up area of the proposed building together with proportionate share on the land, common spaces and common amenities relating thereto which is collectively called and referred to as the "Super Built Up Area", which would be the developer's allocation and the developer herein would acquire right over the said property in respect of the developer's allocation. As such the Owner/Vendor Nos. 1 and 2 also gave registered Power of Attorney dated 15.06.2015, duly registered in the Office of the Additional Registrar of Assurances – III, Kolkata and recorded in Book No. IV, Volume No. 1903-2015, pages from 12535 to 12561, Being No. 190303193 for the year 2015 in favour of the Developer herein for doing needful for the purpose of Development on the land in respect its share including Sale,

Assignment, Lease or Transfer right in any form in respect of developer's allocation reserved by the said registered Development Agreement dated 1st February, 2014, in the said property.

AND WHEREAS by way of a registered indenture dated 12th May, 1999 executed and registered in the office of the Additional Registrar of Assurances II, Kolkata, by said owners of said 2A, 2B & 2C, Free School Street now known as 2A, 2B & 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700087 containing an area of 18 cottahs 4 chittaks more or less together with very old structures thereon said (1). Sri Sachin Kumar Dutt being the then owner of 25% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087 (2). Sri Brojendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (3). Sri Dwipendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B, 2C, Mirza Ghalib Street, Calcutta – 700087, (4). Sri Dwijendra Bhusan Dutta, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (5). Sri Somen Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (6). Sri Sandip Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (7). Sri Mira Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (8). Sri Samar Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (9). Sri Sakti Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C,

Mirza Ghalib Street, Calcutta – 700 087, (10). Sri Sajal Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (11). Sri Sanjoy Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (12). Sri Sachi Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (13). Sri Kanta Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B and 2C, Mirza Ghalib Street, Calcutta – 700 087, (14). Sri Rama Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (15). Smt. Minati Dutt, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (16). Smt. Ananya Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (17). Smt. Angana Datta, being the then owner of 0.0833% share in said property at 2A, 2B, 2C, Mirza Ghalib Street, Calcutta – 700087, jointly sold, conveyed and transferred ALL THAT undivided 50% share of premises nos. 2A & 2B Mirza Ghalib Street, P.S. Taltala, K.M.C. ward no. 46, Kolkata – 700 087 containing an area of 9 cottahs 2 chittaks more or less together with covered area of 11640 Sq. Ft. thereon in favour of Sri Farid Mirza, son of Abid Mirza, Smt. Faria Mirza wife of Farid Mirza being the Owner/Vendor Nos. 3 & 4 herein. The said indenture dated 12th May, 1999 made in favour of the Owner/Vendor Nos. 3 & 4 herein has been executed and registered but the same is lying pending under serial no. 2234/1999P because of non-payment of deficit stamp duty and deficit registration fees and

the original deed will be completed upon payment of the said deficit stamp and deficit registration fees.

AND WHEREAS in the event of thus happened the Owner/Vendor Nos. 3 and 4 became joint Owners and persons in possession in respect of ALL THAT undivided 50% share of land measuring 9 cottahs 2 chittaks more or less equivalent to 4 (Four) Cottahs 9 (Nine) Chhittaks together with 50% share in the structure lying at Premises Nos. 2A & 2B, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087.

AND WHEREAS the Owner/Vendor Nos. 3 and 4 herein while thus jointly seized possessed and sufficiently entitled to ALL THAT undivided 50% share of land measuring 9 cottahs 2 chittaks more or less equivalent to 4 (Four) Cottahs 9 (Nine) Chhittaks together with 50% share in the structure lying at Premises Nos. 2A & 2B, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087 entered into an registered Agreement for Development dated 24th September, 2014, duly registered in the office of the Additional Registrar of Assurances II, Kolkata, and recorded in Book No. I, Being No. 190212305 for the year 2014, with the developer herein, thereby empowering and authorizing the developer to construct a multistoried building thereon in accordance with the sanctioned plan to be sanctioned by the concerned authority of the Kolkata Municipal Corporation, and in the said Development Agreement along with other terms and conditions it has been provided that the developer will bear all expenses as would be needed and/or to be incurred for the purpose of sanctioning building plan as also constructing multistoried building in terms and/or in accordance with the

sanctioned plan. In view of incurring expenses towards sanctioning fees, as also for bearing the cost of construction the developer would get 45% of the built up area of the proposed building together with proportionate share on the land, common spaces and common amenities relating thereto which is collectively called and referred to as the "Super Built Up Area", which would be the developer's allocation and the developer herein would acquire right over the said property in respect of the developer's allocation. As such the Owner/Vendor Nos. 3 and 4 also gave registered Power of Attorney dated 16.10.2014, duly registered in the Office of the Additional Registrar of Assurances – III, Kolkata and recorded in Book No. IV, Being No. 190307254 for the year 2014 in favour of the Developer herein for doing needful for the purpose of Development on the land in respect its share including Sale, Assignment, Lease or Transfer right in any form in respect of developer's allocation reserved by the said registered Development Agreement dated 24th September, 2014 in the said property.

AND WHEREAS by way of another registered indenture dated 12th May, 1999 executed and registered in the office of the Additional Registrar of Assurances II, Kolkata, by said owners of said 2A, 2B & 2C, Free School Street now known as 2A, 2B & 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700 087 containing an area of 18 Cottahs 4 Chittaks more or less together with very old structures thereon said (1). Sri Sachin Kumar Dutt being the then owner of 25% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087 (2). Sri Brojendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087,

(3). Sri Dwipendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (4). Sri Dwijendra Bhusan Dutta, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (5). Sri Somen Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (6). Sri Sandip Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (7). Sri Mira Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (8). Sri Samar Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (9). Sri Sakti Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (10). Sri Sajal Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (11). Sri Sanjoy Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (12). Sri Sachi Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (13). Sri Kanta Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (14). Sri Rama Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (15). Smt. Minati Dutt, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (16). Smt. Ananya Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street,

Calcutta – 700087, (17). Smt. Angana Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, jointly sold, conveyed and transferred ALL THAT undivided 50% share of premises nos. 2A & 2B Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700087, containing an area of 9 cottahs 2 chittaks more or less together with covered area of 11640 Sq. Ft. thereon in favour of Smt. Nafis Ara Begum, since deceased, wife of Abid Mirza, being the Owner/Vendor Nos. 3, 4 & 5 herein. The said indenture dated 12th May, 1999 made in favour of said Nafis Ara Begum has been executed and registered but the same is lying pending under serial no. 2231/1999P because of non-payment of deficit stamp duty and deficit registration fees and the original deed will be completed upon payment of the said deficit stamp and deficit registration fees.

AND WHEREAS said Nafis Ara Begum, since deceased while thus seized, possessed and sufficiently entitled to ALL THAT undivided 50% share of land measuring 9 cottahs 2 chittaks more or less equivalent to 4 (Four) Cottahs 9 (Nine) Chhittaks together with 50% share in the structure lying at Premises Nos. 2A & 2B, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087 by way of Deed of Gift dated 12.09.2014, duly registered in the Office of the Additional Registrar of Assurances –II, Kolkata and recorded in Book No. I, CD Volume No.- 56, Pages from 4224 to 4254, being No. 11692 for the year 2014 gifted, transferred and conveyed in favour of her son namely Asad Mirza, being the Owner/Vendor No. 5 herein.

AND WHEREAS in the event of thus happened the Owner/Vendor Nos. 3, 4 and 5 became joint Owners and persons in possession in respect of ALL THAT undivided land measuring 9 cottahs 2 chittaks more or less equivalent to 4 (Four) Cottahs 9 (Nine) Chhittaks together with 50% share in the structure lying at Premises Nos. 2A & 2B, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087 and applied for mutation and upon consideration of right title interest and possession of the Owner Nos. 3 , 4 and 5 the concerned authority of the K.M.C. mutated the names of the Owner Nos. 3, 4 and 5 as owners in respect of said undivided land measuring 9 cottahs 2 chittaks more or less equivalent to 4 (Four) Cottahs 9 (Nine) Chhittaks together with 50% share in the structure lying at Premises Nos. 2A & 2B, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087 under Assessee No. 110464700018

AND WHEREAS the Owner/Vendor No. 5 herein while thus jointly seized possessed and sufficiently entitled to ALL THAT undivided 50% share of land measuring 9 cottahs 2 chittaks more or less equivalent to 4 (Four) Cottahs 9 (Nine) Chhittaks together with 50% share in the structure lying at Premises Nos. 2A & 2B, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087 entered into an registered Agreement for Development dated 9th October, 2014, duly registered in the office of the Additional Registrar of Assurances II, Kolkata, and recorded in Book No. I, CD Volume No.- 60, Pages from 2872 to 2906, Being No. 12429 for the year 2014, with the developer herein, thereby empowering and authorizing the developer to construct a

multistoried building thereon in accordance with the sanctioned plan to be sanctioned by the concerned authority of the Kolkata Municipal Corporation, and in the said Development Agreement along with other terms and conditions it has been provided that the developer will bear all expenses as would be needed and/or to be incurred for the purpose of sanctioning building plan as also constructing multistoried building in terms and/or in accordance with the sanctioned plan. In view of incurring expenses towards sanctioning fees, as also for bearing the cost of construction the developer would get 45% of the built up area of the proposed building together with proportionate share on the land, common spaces and common amenities relating thereto which is collectively called and referred to as the "Super Built Up Area", which would be the developer's allocation and the developer herein would acquire right over the said property in respect of the developer's allocation. As such the Owner/Vendor No. 5 also gave registered Power of Attorney dated 16.10.2014, duly registered in the Office of the Additional Registrar of Assurances - III, Kolkata and recorded in Book No. IV, CD Volume No. 13, Pages from 3719 to 3740, being No. 07253 for the year 2014 in favour of the Developer herein for doing needful for the purpose of Development on the land in respect its share including Sale, Assignment, Lease or Transfer right in any form in respect of developer's allocation reserved by the said registered Development Agreement dated 9th October, 2014 in the said property.

AND WHEREAS thereafter the Owner Nos. 1 and 2 herein by way of a Deed of Gift dated 18th August, 2016 duly registered in the office of the A.R.A. - II, recorded in the Book No. I, C.D. Volume No. 1902-2016, Pages from 109745 to 109786, being

No. 190203482 for the year 2016, gifted, transferred and conveyed ALL THAT 2% share in the residential land measuring 9 Cottah 2 Chittaks equivalent to 131 Sq. Ft. more or less togetherwith 2% share in the said 100 years old dwelling structure measuring 11640 Sq. Ft. equivalent to 333 Sq. Ft. i.e. Measuring 100 Sq. Ft. Cemented Floor on the Ground Floor, Measuring 100 Sq. Ft. Cemented Floor on the 1st Floor, Measuring 100 Sq.Ft. Cemented Floor on the 2nd Floor and Measuring 33 Sq.Ft. Cemented Floor on the 3rd Floor lying at premises no. 2C, Mirza Galib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700 087 in favour of the Owners Nos. 3, 4 and 5 herein.

AND WHEREAS the Owner Nos. 3, 4 and 5 herein also by way of a Deed of Gift dated 18th August, 2016 duly registered in the office of the A.R.A. - II, recorded in the Book No. I, C.D. Volume No.1902-2016, Pages from 109787 to 109829, being No. 190203483 for the year 2016, gifted, transferred and conveyed **ALL THAT** 2% share in the residential land measuring 9 Cottah 2 Chittaks equivalent to 131 Sq. Ft. more or less togetherwith 2% share in the said 100 years old dwelling structure measuring 11640 Sq. Ft. equivalent to 333 Sq. Ft. i.e. Measuring 100 Sq. Ft. Cemented Floor on the Ground Floor, Measuring 100 Sq. Ft. Cemented Floor on the 1st Floor, Measuring 100 Sq. Ft. Cemented Floor on the 2nd Floor and Measuring 33 Sq. Ft. Cemented Floor on the 3rd Floor lying at Premises No. 2A, Mirza Galib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700087 in favour of the Owner Nos. 1 and 2 herein.

AND WHEREAS in the event of thus happened the Owners herein became absolutely joint owners and persons in

possession in respect of Premises No. 2A and 2C, Mirza Galib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700 087, containing an area of 18 Cottahs 4 Chittacks be the same a little more or less and togetherwith structures thereon, as per deed and propose to constructed a building in the aforesaid premises.

AND WHEREAS thereafter upon the application for amalgamation, being Case No. M/046/21-DEC-16/2368, made by the said owners of the said two premises viz. premises no. 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087 containing an area of 9 cottahs 2 chittaks more or less togetherwith structure thereon and Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087 containing an area of 9 cottahs 2 chittaks more or less togetherwith structure thereon, have been amalgamated and upon amalgamation of aforesaid two premises the amalgamated premises has been known and numbered as premises no. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087, containing an area of 18 cottahs 4 chittaks more or less togetherwith structure thereon as per deed under Assessee No. 110464700018. Even though as per deed the total land in premises no. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087 is 18 cottahs 4 chittaks more or less but as per physical measurement of the available land is 17 Cottahs 03 Chittaks, 03 Sq. Ft., herein after referred to as the said property and morefully described in the Second Schedule hereunder written.

AND WHEREAS in terms of and/or in compliance of said three Development Agreements in respect of the said **ALL THAT** available land measuring about 17 Cottahs 03 Chittaks, 03 Sq. Ft. together with structures thereon lying at and being Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street together with structure thereon, developer herein applied for sanction of Building Plan and thereupon the Building Plan of the proposed building has already been sanctioned by the concerned authority of the Kolkata Municipal Corporation being Building Permit No. 2022060033 dated 21.09.2022, Borough – VI, of the Kolkata Municipal Corporation and thereupon the construction of the proposed building has already been started.

AND WHEREAS in terms of and/or in compliance of said three Development Agreements in respect of the said **ALL THAT** available land measuring about 17 Cottahs 03 Chittaks, 03 Sq. Ft. together with structures thereon lying at and being Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street together with structure thereon, the developer herein applied for sanction of Building Plan and thereupon the Building Plan of the proposed building has already been sanctioned by the concerned authority of the Kolkata Municipal Corporation being Building Permit No. 2022060033 dated 21.09.2022, Borough – VI, of the Kolkata Municipal Corporation and thereupon the construction of the proposed building has already been started.

AND WHEREAS in the event of payment of the consideration money in terms of the said three Development Agreements dated 01.02.2014, 24.09.2014 and 09.10.2014, payment of the sanctioned fees amounting to Rs. 1, 13,35, 033/- and incurring cost of construction at Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street Together With structures thereon, the developer herein acquired right over the said property in respect of the developer's allocation and in terms of the said three General Power of Attorney the developer company has been empowered to represent the owners and/or to enter into the Agreement For Sale of the flats in respect of the developer's allocation. It has been decided and/or agreed by and between the parties herein that the area of the proportionate share of the super built up area, staircase and common passage relating to the said unit will be imposed and determined as would be applied and / or applicable in case of other intending purchasers.

AND WHEREAS the Purchaser herein has proposed the developer to purchase **ALL THAT** One Residential Flat, being **Flat No.**_____, measuring Covered area of _____ (**_____**) **Square Feet**, on the_____ **Floor**, in the newly proposed building known as “_____” at Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street, within the local Limits of Kolkata Municipal Corporation, hereinafter referred to

as the said Flat and more fully described in the Third Schedule hereunder written TOGETHER WITH proportionate share of the land from the developer's allocation and the developer accepts the said proposal on condition that the purchaser would paid a sum of Rs. _____ (Rupees _____) only as total consideration of the said Flat and the floor plan of the building is annexed hereto and marked as Second Schedule;

AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

- a. That the undivided share in the land comprised in the said premises and the proportionate share in common parts and portions hereby sold and transferred and attributable to the said flat/unit shall always remain indivisible and impartible unless specified.
- b. The right of the Purchaser shall remain restricted to the said flat/unit and proportionate share or interest in the common parts, portions areas, facilities and/or amenities comprised in the said building and/or the said premises.
- c. That the ultimate roof of the said building shall remain as part of the common area or portion without any exclusive right for the Purchasers and/or the owners of various flats/units in the said building having common utilities situated thereon such as overhead water tank, lift room, stair covers etc. and the same shall remain common for use by the Purchasers in common with other co-purchasers and/or occupants of the said building.

d. The said new building shall always be known as
 “ _____ ”

The owners/developer/vendors have already provided for separate electricity meter for the said unit/flat in the name of the Purchasers and the Purchasers shall be liable and agree to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever

AND WHEREAS the Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

AND WHEREAS the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the said Flat **ALL THAT** One Residential Flat, being **Flat No. _____**, measuring Covered area of _____ (**_____**) **Square Feet**, on the _____ **Floor**, in the newly proposed building known as “ _____ ” at Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street, within the local Limits of Kolkata Municipal Corporation as specified above;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable

consideration, the Parties agree as follows:

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase, the said flat **ALL THAT** One Residential Flat, being **Flat No.**_____, measuring Covered area of _____ (_____) **Square Feet**, on the _____ **Floor**, in the newly proposed building known as “_____” at Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata - 700 087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street, within the local Limits of Kolkata Municipal Corporation; The Total Price for the said Flat based on the Covered area is Rs. _____ (Rupees _____ only ("**Total Price**")

Flat no. _____ Type - <u>Residential</u> Floor _____	Rate of Apartment per square feet*

The Purchasers have already paid a sum of **Rs.** _____/- (**Rupees** _____) **only** as part payment towards consideration excluding G.S.T. Amount to the developer at on or before execution of this agreement. The balance amount would be paid month by month in the following manner :-

- i. Rs. _____ within _____
- ii. Rs. _____ within _____
- iii. Rs. _____ within _____
- iv. Rs. _____ within _____
- v. Rs. _____ within _____
- vi. Rs. _____ at the time of execution and registration of deed of conveyance.

That in addition to the consideration of the said flat and/or total cost of the said flat the purchasers would also pay other charges, details whereof is given below:

Development Charges(DC)	Rs/per Sq. Ft
Electrical Connection/Cable	
Power Back Up	
Water Softener/Basic Filter	
Society Formation	
Total Development Charges	

Explanation:

- (i) The Total Price above includes the booking amount paid by the Purchaser to the Developer towards the said Flat **ALL THAT** One Residential Flat, being **Flat No. _____**, measuring Covered area of _____ (**_____**) **Square Feet**, on the _____ **Floor**, in the newly proposed building known as “_____” at Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street, within the local Limits of Kolkata Municipal Corporation.

- (ii) The total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer) up to the date of handing over the possession of the said Flat:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser to the Developer shall be increased/reduced based on such change / modification;
- (iii) The Developer shall periodically intimate to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Purchaser the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of said Flat includes: 1) pro rata share in the Common Areas as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said

notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

The Purchaser(s) shall makes the payment as per the payment plan set out in Schedule C ("Payment Plan").

The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser by discounting such early payments @__% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Developer.

It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Purchaser. Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as per the provisions of the Act.

The Developer shall confirms the final covered area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the covered area. The total price payable for the covered area shall be recalculated upon confirmation by the Developer. If there is any reduction in the covered area within the defined limit

then Developer shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer shall demand that from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in above of this Agreement.

Subject to Clause 9.3 the Developer agrees and acknowledges, the Purchaser shall have the right to the said Flat as mentioned below:

- (i) The Purchaser shall have exclusive ownership of the said Flat;
- (ii) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall convey undivided proportionate title in the common areas to the association of Purchasers as provided in the Act;
- (iii) That the computation of the price of the said Flat includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal

development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Developer and the Purchaser agrees that the said Flat shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.

It is understood by the Purchaser that all other areas and i.e. areas and facilities falling outside the Project, namely_____shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

The Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and

financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Purchaser has paid a sum of Rs. _____, (Rupees _____ only) as booking amount being part payment towards the Total Price/consideration of the said Flat at the time of application the receipt of which the Developer hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the said Flat as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein:

Provided that if the Purchaser delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Purchaser shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '_____' payable at_____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Developer accepts no responsibility in this regard. The Purchaser shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible

towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Purchaser only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Purchaser authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Developer as well as the Purchaser. The Developer shall abide by the time schedule for completing the project and handing over the said Flat to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Purchaser has seen the specifications of the said Flat and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said

layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation Act and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

Schedule for possession of the said Flat: The Developer agrees and understands that timely delivery of possession of the said Flat is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the said Flat on

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unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the said Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchaser the entire amount

received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Purchaser, Purchaser agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the said Flat, to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the said Flat to the Purchaser. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer/association of

Purchasers, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser in writing within 15 days of receiving the occupancy certificate of the Project.

Failure of Purchaser to take Possession of said Flat: Upon receiving a written intimation from the Developer as per clause 7.2, the Purchaser shall take possession of the said Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the said Flat to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.2, such Purchaser shall continue to be liable to pay maintenance charges as applicable.

Possession by the Purchaser – After obtaining the occupancy certificate and handing over physical possession of the said Flat to the Purchasers, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Purchasers or the competent authority, as the case may be, as per the local laws.

Cancellation by Purchaser – The Purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Purchaser proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser shall be returned by the Developer to the Purchaser within 45 days of such cancellation.

Compensation –

The Developer shall compensate the Purchaser in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the said Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to

the Purchasers, in case the Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said Flat, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Purchaser does not intend to withdraw from the Project, the Developer shall pay the Purchaser interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the said Flat.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Purchaser as follows:

- (i) The owners of the premises have absolute, clear and marketable title with respect to the said property with whom the developer entered into a registered development agreement and in the event of entering into development agreement with the owners of the premises the developer acquire right to transfer developer's allocation to the intending purchasers.
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said property or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the said Flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said

Flat are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and said Flat and common areas;

- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the said Flat to the Purchaser and the common areas to the Association of the Purchasers;
- (x) The Schedule Flat is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Flat;
- (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable

with respect to the said project to the competent Authorities;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:

- (i) Developer fails to provide ready to move in possession of the said Flat to the Purchaser within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by Developer under the conditions listed above, Purchaser is entitled to the following:

- (i) Stop making further payments to Developer as demanded by the Developer. If the Purchaser stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser be

required to make the next payment without any penal interest; or

- (ii) The Purchaser shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the said Flat.

The Purchaser shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Purchaser fails to make payments for two consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Purchaser under the condition listed above continues for a period beyond consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Flat in favour of the Purchaser and refund the amount money paid to him by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Developer, on receipt of complete amount of the Price of the said Flat under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the said Flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Purchasers. The cost of such maintenance has been included in the Total Price of the said Flat. Maintenance Charges (CAM) are currently estimated @ Rs. 2 per Sq. Ft in advance for 3 years on handover.

- a. All cost of maintenance, operating, replacing white washing, painting rebuilding, reconstructing, decorating redecorating, and lighting the common parts and also the outer walls of the building

- b. The salaries of all the persons employed in the building.
- c. Insurance premiums for insuring the building against earthquake, fire, lightening, mob violence, civic commotion etc.
- d. All charges and deposits for supplies of common facilities and utilities.
- e. Costs and charges of establishment for maintenance of the building and for watch and ward staff, electricity charges for common use.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Purchaser hereby agrees to purchase the said Flat on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance

charges, as determined and thereafter billed by the maintenance agency appointed or the association of Purchasers (or the maintenance agency appointed by it) and performance by the Purchaser of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchasers from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Developer / maintenance agency /association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking

spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchasers and/or maintenance agency to enter into the said Flat or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the_____ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Purchaser shall, after taking possession, be solely responsible to maintain the said Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Flat and keep the said Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the said Flat or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the said Flat. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be

responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER

The Purchaser is entering into this Agreement for the allotment of a said Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Flat/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Developer executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/ Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such [Apartment/Plot/Building].

20. APARTMENT OWNERSHIPACT

The Developer has assured the Purchasers that the project in its entirety is in accordance with the provisions of the West Bengal

Apartment Ownership Act, 1972. The Developer showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Purchaser(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to

the said apartment/plot/building, as the case may be.

23. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER / SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser that exercise of discretion by the Developer in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Purchasers.

Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**27. METHOD OF CALCULATION OF PROPORTIONATE SHARE
WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the said Flat bears to the total carpet area of all the [Apartments/Plots] in the Project.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at

the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser, in _____ after
Hence this Agreement shall be deemed to have been executed at _____.

30. NOTICES

That all notices to be served on the Purchaser and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Developer by Registered Post at their respective addresses specified below:

_____Name of Purchaser
 _____(Purchaser Address) M/s _____Developer name
 _____(Developer Address)

It shall be the duty of the Purchaser and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Purchaser, as the case may be.

31. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Developer to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Said premises)

ALL THAT available land measuring about 17 Cottahs 03 Chittaks, 03 Sq. Ft. together with structures thereon lying at and being Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street together with structure thereon and butted and bounded in the manner as follows:-

On the North	:	Market Street.
On the South	:	K.M.C. Land
On the East	:	Mirza Ghalib Street
On the West	:	Premises No. 12, Market Street.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Said Flat)

ALL THAT One Residential Flat, being **Flat No.**_____, measuring Covered area of_____ (_____) **Square Feet**, on the_____ **Floor**, in the newly proposed building known as“ _____” at Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street, within the local Limits of Kolkata Municipal Corporation together with common areas and common spaces and together with proportionate share or interest in the land described in the FIRST Schedule hereinabove written and the common areas and facilities described in FIFTH Schedule hereunder written.

THE THIRD SCHEDULE ABOVE REFERRED TO:**PAYMENT PLAN BY THE ALLOTTEE**

- 1) 10 % at the time of SALE AGREEMENT
 - 2) 10 % of the balance price consideration shall be paid at the time of PILING WORK
 - 3) 10 % of the balance price consideration shall be paid on completion of BASEMENT
 - 4) 10 % of the balance price consideration shall be paid at the time of GR FLOOR CASTING
 - 5) 5 % of the balance price consideration shall be paid at the time of 1ST FLOOR CASTING
 - 6) 5 % of the balance price consideration shall be paid at the time of 2ND FLOOR CASTING
 - 7) 5% of the balance price consideration shall be paid at the time of 3RD FLOOR CASTING
 - 8) 5 % of the balance price consideration shall be paid at the time of 4TH FLOOR CASTING
 - 9) 5 % of the balance price consideration shall be paid at the time of 5TH FLOOR CASTING
 - 10) 5 % of the balance price consideration shall be paid at the time of 6TH FLOOR CASTING
 - 11) 5 % of the balance price consideration shall be paid at the time of 6TH FLOOR CASTING
 - 12) 5 % of the balance price consideration shall be paid at the time of BRICKS WORK
 - 13) 5 % of the balance price consideration shall be paid at the time of TILES WORK
 - 14) 5 % of the balance price consideration shall be paid at the time of ELECTRIC WIRING
 - 15) 10 % of the balance price consideration shall be paid being the balance full and final price consideration amount of the above said flat at the time of POSSESSION of the above said flat.
- Proposed Multistoried Building

THE FOURTH SCHEDULE ABOVE REFERRED TO:**Strip Foundation as per specification**

- Foundation : R.C.C.
- Super Structure : R.C.C. framed superstructure as per Specification.
- Brick work : 250/200mm thick brickwork of external wall 75/125mm internal wall with plaster both inside and outside and ceiling.
- Lift : Two number of lift of reputed make of sufficient number of passenger

capacity.

Basic Internal Specification of the Apartments

Flooring	:	Tiles/Marble (2 x 2) Sq. Ft @ Rs. 45/-
Bathroom Dado	:	Glazed porcelain Tiles up to 6' 0" height
Bathroom Fittings	:	Concealed Hot & Cold water carriers. Colored Sanitary wares with matching Basins and C.P. fitting of renowned make. Tiles @ Rs. 35/- per Sq. Ft.
Plumbing	:	Cast iron /PVC soil and rain water pipes
Electrical	:	Fully Concealed (PVC with Copper wire) with switch etc. of reputed ISI make.
Doors	:	Good quality Sal wood frame, wooden panel/flush door for main entrance,
Windows	:	Aluminum sliding door with glass panels - 1.3 mm thickness.
Outside Paints	:	With cement based paints of appropriate color.
Mail Box	:	Individual Mail Box will be fitted in the ground floor lobby.
Water Supply	:	By the Kolkata Municipal Corporation supply with pumping to overhead tanks.
Interior Wall	:	All the interior wall will be finished with a coat of Plaster of Paris.

Electric Meter : Procurement of Electric Meter for each Flat/Unit/office will be CESC shall be on the account and cost of Flat/Unit buyer.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

1. All cost of maintenance, operating, replacing white washing, painting rebuilding, reconstructing, decorating redecorating, and lighting the common parts and also the outer walls of the building.
2. The salaries of all the persons employed in the building.
3. Insurance premiums for insuring the building against earthquake, fire, lightening, mob violence, civic commotion etc.
4. All charges and deposits for supplies of common facilities and utilities.
5. Municipal Taxes, Multistoried Building tax, if any other outgoings save those separately assessed on the respective Flat /Flat.
6. Costs and charges of establishment for maintenance of the building and for watch and ward staff, electricity charges for common use.
7. All litigation expenses for protecting the title of the land and building.
8. The office expenses incurred for maintaining the office for common purposes.
9. All other expenses and outgoings deemed by the Developer to be necessary or incidental for protecting the interest and the rights of the Purchasers.

10. All expenses referred to above shall be proportionately borne by the co-purchasers from the date of taking charge and occupation of their respective Flats but the Purchaser shall not be liable to bear such charges in respect of unsold Flats as from the date of possession of Purchaser covenants that will be paid by owner.
11. GST shall be bear by purchasers.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

1. Lift with all equipment.
2. Staircases on all floors.
3. Internal road/passage.
4. Electrical wiring and meters.
5. Staircases and landing on all floors.
6. Drainage, sewerage and septic chambers.
7. Boundary Walls, main gates and security check post.
8. Firefighting arrangement, if any with underground water reservoir.
9. Common passage and lobby on the ground floor.
10. Letter boxes with name in the lobby on the ground floor
11. Water pump, water tank, the water pipes and other common plumbing installations.
12. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the said multi storied building as are necessary for the use and occupancy of the Flat /Unit in common and as are specified by the Owners expressly to be the common part after construction of building including the ultimate roof and/or terrace.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

Extras in. addition to the said total consideration the Purchasers shall

pay to the Owners its proportionate cost and charges for:

- A) Deposits for obtaining and providing electricity including costs and Charges of laying service lines, transformer and other installations. for the purpose of installation of a transformer to be provided by the CESC limited. The purchasers would have to pay at the rate of Rs. 50 per Sq. Ft of their flat in addition to the consideration and other charges.
- B) Forming association for common services.
- C) Betterment and other levies that may be charged on the premises by Government or any other authority entitled to levy such charges.
- D) The stamp fees registration charges and miscellaneous expenses for all documents to be executed in pursuance of this agreement.

IN WITNESS WHEREOF all the parties have hereunto set and subscribed their hands and seals the day, month and year first above written.

WITNESSES:

1.

2.

OWNERS / VENDORS

PURCHASER

DEVELOPER/CONFIRMING PARTY

MEMO OF CONSIDERATION

RECEIVED from the within named Purchasers the within mentioned a sum of **Rs.**_____/- (**Rupees** _____) **only** as part payment towards consideration excluding G.S.T. Amount as earnest money of the consideration money in the following manner:-

SIGNATURE OF THE OWNERS/VENDORS

Witnesses:

1.

2.