

SRI SAURAV KHANDELWAL, (PAN: BGXPK5911N, AADHAAR NO. 972010219718), son of Sri Prem Narayan Khandelwal, by Nationality - Indian, by faith-Hindu, by occupation-Business, Nationality-Indian, residing at 10/16A, Siddhinath Chatterjee Road, Post Office - Behala, Police Station - Parnasree, Kolkata, West Bengal -700034 hereinafter called and referred to as the **"OWNER/VENDOR/ FIRST PARTY"** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include his heir, executor, legal representative, administrator and assign) the Owner being represented by his Constituted Attorney **M/S. S M D JOKA METRO CITY DEVELOPER PRIVATE LIMITED (PAN ABPCS5141P)**, a Private Limited Company, having its registered office at 57/24/1, Kalagachia Main Road, Post Office -Joka, Police Station - Thakurpukur, Kolkata-700104, represented by its Director and Authorised Signatory **SRI MINTU MISTRY (PAN CKEPM7580F) (AADHAAR NO. 9663 5103 3894)** , son of Sri Soumen Mistry, by Nationality - Indian,by faith - Hindu, by occupation - Business, residing at 82, Joka Mondal Para, Hanspukur, P.O. - Joka, P.S. - Thakurpukur, Kolkata - 700 104 of the **FIRST PART**.

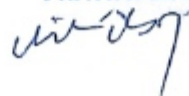
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hereinafter called the **"PURCHASERS/ SECOND PARTY"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the **SECOND PART**;

AND

M/S. S M D JOKA METRO CITY DEVELOPER PRIVATE LIMITED (PAN ABPCS5141P), a Private Limited Company, having its registered office at 57/24/1, Kalagachia Main Road, Post Office -Joka, Police Station - Thakurpukur, Kolkata-700104, represented by its Director and Authorised Signatory **SRI MINTU MISTRY (PAN CKEPM7580F) (AADHAAR NO. 9663 5103 3894)** , son of Sri Soumen Mistry, by faith - Hindu, by occupation - Business, residing at 82, Joka Mondal Para, Hanspukur, P.O. - Joka, P.S. - Thakurpukur, Kolkata - 700 104, hereinafter called the **"DEVELOPER/BUILDER/ THIRD PARTY"** (which expression shall unless excluded by or repugnant to the context be deemed mean and include its successor-in-office heirs,

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PRIVATE LIMITED**



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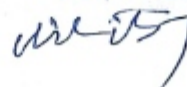
executors, administrators, representatives and assigns) of the **THIRD PART**;

WHEREAS one Sambhu Charan Bhattacharjee was the Owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Sali land measuring 38 decimals, be the same or a little more or less, lying and situated in R.S. Dag No. 273; **ALL THAT** piece and parcel of Sali land measuring 31 decimals be the same or a little more or less, lying and situated in R.S. Dag No. 274; **ALL THAT** piece and parcel of Sali land measuring 20 decimals, be the same or a little more or less, lying and situated in R.S. Dag No. 275; and **ALL THAT** piece and parcel of Sali land measuring 42 decimals, be the same or a little more or less, lying and situated in R.S. Dag No. 276; altogether land measuring 131 decimals, all under R.S. Khatian No. 217 of Mouza - Hanspukuria, J.L. No. 20, R.S. No. 36, Pargana - Magura, Police Station : Behala now Thakurpukur, within the territorial limits of Joka II Anchal Panchayet, District: 24-Parganas, together with all right and easements, facilities and amenities annexed thereto and other landed property.

AND WHEREAS by virtue of a registered Deed of Sale in the year 1959, the said Sambhu Charan Bhattacharjee duly sold, transferred and conveyed demarcated 65.5 decimals (actual physical measurement 1 Bigha 17 Cottah 7 Chittack) from the Northern Part, being the 50% Share out of **ALL THAT** piece and parcel of Sali land measuring 38 decimals, be the same or a little more or less, lying and situated in R.S. Dag No. 273; **ALL THAT** piece and parcel of Sali land measuring 31 decimals be the same or a little more or less, lying and situated in R.S. Dag No. 274; **ALL THAT** piece and parcel of Sali land measuring 20 decimals, be the same or a little more or less, lying and situated in R.S. Dag No. 275; and **ALL THAT** piece and parcel of Sali land measuring 42 decimals, be the same or a little more or less, lying and situated in R.S. Dag No. 276; all under R.S. Khatian No. 217 of Mouza - Hanspukuria, J.L. No. 20, R.S. No. 36, Pargana - Magura, Police Station : Behala now Thakurpukur, within the territorial limits of Joka II Anchal Panchayet, District: 24-Parganas, together with all right and easements, facilities and amenities annexed thereto, unto and in favour of one Narendra Kumar Seal, son Late Chaitanya Charan Seal. The said Deed of Conveyance was registered at the Office of District Sub-Registrar at Behala and entered in Book No. I, Volume No. 19, Pages from 269 to 273, Being No. 1300 for the year 1959.

AND WHEREAS after purchasing of the aforesaid property, the said Narendra Kumar Seal was seized and possessed of the same as owner

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and enjoying the same without interruption from anybody else by paying Khajna and taxes to the appropriate authority.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 14.12.1979, the said Narendra Kumar Seal through his Constituted Attorney namely Nirmal Kumar Seal sold, transferred and conveyed **ALL THAT** piece and parcel of divided and demarcated Sali land measuring 65.5 decimals (actual physical measurement 1 Bigha 17 Cottah 7 Chittack) lying and situated in R.S. Dag Nos. 273, 274, 275 and 276, under R.S. Khatian No. 217 of Mouza – Hanspukuria, J.L. No. 20, R.S. No. 36, Pargana – Magura, Police Station : Behala now Thakurpukur, within the limits of Joka II Anchal Panchayet, District: 24-Parganas, together with all right and easement, facilities and amenities annexed thereto unto and in favour of Smt. Jaya Mitra, wife of Sri Atindra Krishna Mitra. The said Deed of Conveyance was registered at the Office of District Sub-Registrar at Alipore and entered in Book No. I, Volume No. 79, Pages from 209 to 215, Being No. 5592 for the year 1979.

AND WHEREAS after purchasing of the aforesaid property, the said Smt. Jaya Mitra was seized and possessed of the same as owner and enjoying the same paying Khajna and outgoings to the appropriate authority.

AND WHEREAS the said Jaya Mitra made a passage of 18 feet wide and 252 feet long on the Southern side of the aforesaid property comprised in R.S. Dag No.273 and-274 leading from the main road to the front portion of various plots containing land measuring 6 Cottahs 5 Chittacks and executed an Agreement dated 04.05.1995 with Darshan Lal Anand Prakash and Sons Memorial Trust thereby agreed to use the said passage by both the parties and their heirs, successors, representatives and assigns.

AND WHEREAS by virtue of registered Deed of Sale dated 14.12.1995 the said Smt. Jaya Mitra sold, transferred and conveyed undivided 50 % share of **ALL THAT** piece and parcel of land measuring 06 Cottahs 05 Chhittacks, be the same a little more or less out of land measuring 01 Bigha, 17 Cottahs 07 Chittacks, lying and situated in R.S. Dag Nos. 273, 274, 275 and 276, under R.S. Khatian No. 217 of Mouza – Hanspukur, J.L. No. 20, R.S. No. 36, Pargana – Magura, Police Station : Behala now Thakurpukur, within the territorial limits of Joka II Anchal Panchayet, District: 24-Parganas, for use as a common passage unto and in favour of Darshan Lal Anand Prakash and Sons Memorial Trust, of 11, R.N. Mukherjee Road, Kolkata-700001. The said Deed of Conveyance was registered at the Office of Additional District sub-Registrar at Behala and entered in Book No. I, Volume No. 81, Pages from 109 to 118, Being No. 4609 for the year 1995.

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AND WHEREAS after selling out the aforesaid property including common passage, the said Smt. Jaya Mitra retained and possessed **ALL THAT** piece and parcel of land measuring 01 Bigha, 11 Cottahs, 02 Chittacks including common passage.

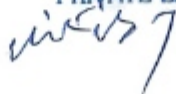
AND WHEREAS by virtue of registered Deed of Sale dated 15.11.2002 the said Smt. Jaya Mitra as Vendor sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring measuring 01 Bigha, 11 Cottahs 02 Chittacks, lying and situated in R.S. Dag Nos. 273, 274, 275 and 276, under R.S. Khatian No.217 corresponding to L.R. Khatian No.339 of Mouza - Hanspukuria, J.L. No. 20, R.S. No. 36, Pargana - Magura, Police Station : Behala now Thakurpukur, within the territorial limits of Joka II Anchal Panchayet, District: 24-Parganas, together with undivided 50% share of common passage attached to said plot of land containing land measuring 6 Cottahs 5 Chittacks for egress and ingress unto and in favour of Sri Prem Narayan Khandelwal. The said Deed of Conveyance was registered at the Office of District Sub-Registrar - II at Alipore and entered in Book No. I, Volume No. 136, Pages from 187 to 198, Being No. 07271 for the year 2006.

AND WHEREAS after such purchase, while in enjoyment of the aforesaid property as owner thereof, subsequently it was detected by said Sri Prem Narayan Khandelwal that due to inadvertence and typographical mistake "R.S. DAG Nos.273 & 274, UNDER L.R. KHATIAN No.339" was wrongly been written as "R.S. DAG Nos.273, 274, 275 & 276, UNDER R.S. KHATIAN No.217" in the said Deed dated 15th November 2022, which was duly rectified by virtue of a registered Deed of Declaration dated 20th November, 2017 registered in the Office of the District Sub-Registrar - II at Alipore and recorded in Book No.I, Volume No.1602-2017, Pages 313393 to 313411, Being No.160210479 for the year 2017.

AND WHEREAS after physical measurement, it appears that the due to widening the adjacent road, the land area comes to 28 (Twenty-Eight) Cottahs 4 (Four) Chittacks 37 (Thirty-Seven) squarefeet more or less together with structure standing thereon

AND WHEREAS the said Sri Prem Narayan Khandelwal thus became the sole and absolute Owner in respect of **ALL THAT** piece and parcel of land measuring about 28 (Twenty-Eight) Cottahs 4 (Four) Chittacks 37 (Thirty-Seven) square feet more or less together with undivided half share of the common passage measuring 6 (Six) Cottahs 5 (Five) Chittacks more or less situate and lying at Mouza : Hanspukuria, J.L. No.20, R.S. No.36, Touzi No.15, under R.S. Khatian No.217, appertaining to Dag Nos.273, 274, 275 & 276 and duly mutated his name with the office of the Kolkata Municipal Corporation (South Suburban Unit) and after such mutation, the same is known and

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numbered as Premises No.131/2, Bakhra Hat Road, Police Station : Thakurpukur, Kolkata : 700104, under Ward No.144, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South) and paying taxes thereto.

AND WHEREAS while being seized and possessed the aforesaid property the said Sri Prem Narayan Khandelwal duly gifted **ALL THAT** piece and parcel of land measuring about 7Cottahs 1 Chittacks 8 sq. ft. more or less along with 400 sq. ft. tiled shed structure in favour of his son Sri Saurav Khandelwal, by virtue of a Deed of Gift on 20th January, 2021 being registered in the office of A.D.S.R. Behala and which is recorded in Book No. I, Volume No. 1607-2021, pages 39418 to 39448 being no. 160700687 for the year 2021.

AND WHEREAS after obtaining the said property the said Sri Saurav Khandelwal (duly mutated his name in the records of Kolkata municipal Corporation and after such mutation, the said property is known and numbered as Premises No.131/2B, Bakhra Hat Road, Police Station : Thakurpukur, Kolkata : 700104, vide Assessee No. 711440204380 under Ward No.144, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South) and is in absolute possession and well and sufficiently entitled of the same by paying taxes thereto.

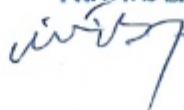
AND WHEREAS while in peaceful enjoyment of the said property the Owner is desirous to develop his property by a competent developer.

AND WHEREAS after being fully-satisfied regarding the aforesaid representations made by the Owner, one said S.P. Enterprise represented by its sole proprietor - Srikanta Das approached the Owner and discussed the viability of developing a multi storied building at the aforesaid property and on the terms and conditions on which the development of the said property can be undertaken and after such discussion the said S.P. Enterprise had agreed to develop the said property in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS the said S.P. Enterprise had inspected all the papers and documents relating to the title of the Owner For carrying out such development has entered into Deed of Development Agreement togetherwith Development Power of Attorney were executed by the Owner on 25.02.2021 registered in the office of A.D.S.R. Behala and which is recorded in Book No. I, Volume No. 1607-2021, pages 118406 to 118465 being no. 160702941 for the year 2021.

AND WHEREAS after execution of the aforesaid Deed of Development Agreement togetherwith Development Power of Attorney the sole proprietor of the said S.P. Enterprise, namely, Srikanta Das died intestate on 22.11.2021 leaving behind him surviving his widow Smt

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Jhuma Das and his son one Sayandeb Das as his only legal heirs. The said Smt. Jhuma Das obtained trade license in the name of the firm as its sole proprietress after obtaining no objection and consent from her son the said Sayandeb Das, who has duly relinquished all his right, interest and claim in respect of the said firm in favour of his mother Smt. Jhuma Das.

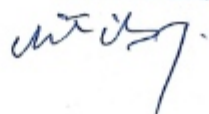
AND WHEREAS to legalize the aforesaid indentures executed by and between the Owners and the said deceased proprietor of S.P. Enterprise, the Owner herein has executed General Power of Attorney on 10.03.2022 in favour of the said firm being represented by its Proprietress Smt Jhuma Das being registered in the office of A.D.S.R. Behala and which is recorded in Book No. I, Volume No. 1607-2022, pages 133761 to 133790 being no. 160703613 for the year 2022.

AND WHEREAS subsequently, due to personal inconvenience the said S.P. Enterprise was unable to develop the project containing the multi storied building at the aforesaid property more fully and more particularly described in the First Schedule hereunder written and was in search of a Developer having financial capacity and knowledge to conduct the Development work in the said property and after due exploration has nominated and/or desirous to handover the said development work to a very suitable Developer who having vast knowledge and experience in the said trade or field viz. **SANGITAA CONSTRUCTION**, a Proprietorship firm, having its registered office at 309F, Ho-Chi-Minh-Sarani, "Sangitaa Residency", 1st Floor, Post Office -Sarsuna, Police Station - Sarsuna, Kolkata-700061, represented by its sole Proprietor- **SRI BAPI CHATTERJEE, (PAN: ACHPC8691G, AADHAAR NO.4623 0733 5154)**, son of Sri Madhusudan Chatterjee, by faith-Hindu, by occupation-Business, Nationality-Indian, residing at 309E, Ho-Chi-Minh-Sarani, "Sangitaa Residency", Block-"B", Post Office -Sarsuna, Police Station - Sarsuna, Kolkata-700061 and accordingly to materialize the same the owner/s, SANGITAA CONSTRUCTION and S.P. Enterprise have entered into a Memorandum of Understanding on 17.02.2023.

AND WHEREAS owing to the aforesaid reason the aforesaid Deed of Development Agreement togetherwith Development Power of Attorney was cancelled by virtue of an indenture, which was registered in the office of A.D.S.R. Behala and recorded in Book No. I vide Deed No. 7495 for the year 2023 and at the same time the General Power of Attorney as stated above has revoked by virtue of an indenture being registered in the office of A.D.S.R. Behala and which was recorded in Book No. IV vide Deed No. 33 for the year 2023.

AND WHEREAS in the mean time said Sri Saurav Khandelwal while thus seized and possessed of the same as owner got his name mutated in respect of the aforesaid property in the records of the B.L.

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& L.R.O., Government of West Bengal under L.R. Khatian No.9193, in L.R. Dag Nos.325, 326, 327 & 328.

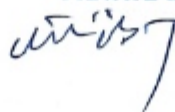
AND WHEREAS the said Owner, was then desirous of developing the said premises by constructing thereupon a new multi storied building in accordance with the building plan to be approved and sanctioned by the Kolkata Municipal Corporation through the said suitable Promoter/Developer **SANGITAA CONSTRUCTION**, who can undertake the responsibility of construction of such building at the said premises by its own funds, arrangements and expenses.

AND WHEREAS thus upon negotiations between the two parties at the intervention of through S.P. Enterprise(who has been paid a sum of Rs 6,25,000/- by the said **SANGITAA CONSTRUCTION**, towards negotiation fees jas per Memorandum Of Understanding dated 17.02.2023 ; the Owner herein, being party of the first part, have agreed to allow **SANGITAA CONSTRUCTION**, being the party of the other part, to develop the said premises, being K.M.C Premises No. 131/2A, Bakhrahat Road Police Station: Thakurpukur, Kolkata-700104, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.144, as a real estate project.

AND WHEREAS thus Sri Saurav Khandelwal, the Owner of the One Part and Sangitaa Construction, represented by its sole proprietor Sri Bapi Chatterjee the Promoter/Developer of the Other part therein executed an Agreement for Development of a Real Estate Project dated 14.06.2023 in respect of **ALL THAT** piece and parcel of land measuring about 7 (seven) Cottahs 1 (one) Chittacks 8 (eight) square feet, be the same or a little more or less, lying and situated in R.S. Dag Nos. 273, 274, 275 & 276 corresponding to L.R. Dag No., 325, 326, 327 & 328, under R:S. Khatian No.217 corresponding to L.R. Khatian No.9193 of Mouza : Hanspukuria, J.L. No.20, R.S. No.36, Touzi No.15, at and being KMC Premises No. 131/2B, Bakra Hat Road, Police Station : Thakurpukur, Kolkata : 700104 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.144, under Assessee No. 711440204380, District : 24 Parganas (South), together with all right of easements, common facilities and amenities annexed thereto, the terms and conditions mentioned therein. The said Development Agreement was registered at the office of Additional District Sub-Registrar, Behala and entered in Book No.I, Volume No.1607-2023, Page Nos.224242 to 224288, Being No.07499 for the year 2023 (hereinafter referred to as the "**Development Agreement**").

AND WHEREAS in terms of the Development Agreement, Sri Saurav Khandelwal, the Owner of the One Part executed Development Power of Attorney dated 22.06.2023 in favour Sangitaa Construction, represented by its sole proprietor Sri Bapi Chatterjee the

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Promoter/Developer of the Other part therein therein in respect of **ALL THAT** piece and parcel of land measuring about 7 (seven) Cottahs 1 (one) Chittacks 8 (eight) square feet, be the same or a little more or less, lying and situated in R.S. Dag Nos. 273, 274, 275 & 276 corresponding to L.R. Dag No., 325, 326, 327 & 328, under R.S. Khatian No.217 corresponding to L.R. Khatian No.9193 of Mouza : Hanspukuria, J.L. No.20, R.S. No.36, Touzi No.15, at and being KMC Premises No. 131/2B, Bakra Hat Road, Police Station : Thakurpukur, Kolkata : 700104 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.144, under Assessee No. 711440204380, District : 24 Parganas (South), together with all right of easements, common facilities and amenities annexed thereto, the acts, deeds and things mentioned therein. The said Development Power of Attorney was registered at the office of Additional District Sub-Registrar, Behala and entered in Book No.I, Volume No.1607-2023, Page Nos.224547 to 224571, Being No.07768 for the year 2023 (hereinafter referred to as the "**Development Power of Attorney**"). The Owner also executed a General Power of Attorney dated 22.09.2023 in favour of the Bapi Chatterjee, proprietor of Sangitaa Construction in respect of the aforesaid property. The said General Power of Attorney was registered at the office of District Sub-Registrar - II at Alipore, South 24 Parganas and entered in Book No. I, Volume No.1602-2023, Pages from 461172 to 461186, Being No.160213975 for the year 2023.

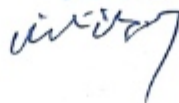
AND WHEREAS the said **SANGITAA CONSTRUCTION**, in the name of the Owner got a plan sanctioned from the Kolkata Municipal Corporation, being Building Permit No. 2023160377 dated 19.11.2023 for construction of a G + IV storied building (hereinafter referred to as the "**Sanction Plan**") after demolishing the existence structure upon the aforesaid property.

AND WHEREAS subsequently the said **SANGITAA CONSTRUCTION**, and the owner herein duly registered a Supplementary Development Agreement being registered in the office of A.D.S.R. Behala and which is recorded in Book No. I, Volume No. 1607-2024 Pages 2837 to 2863 being No. 160700097 for the year 2024

AND WHEREAS due to prolong illness, the proprietor of **SANGITAA CONSTRUCTION**, was unable to proceed with the development work upon the aforesaid property. Sangitaa Construction was in search of a Developer having financial capacity and knowledge to conduct the Development work upon the aforesaid property.

AND WHEREAS on the basis of negotiation, amongst the Owner and Sangitaa Construction, Sangitaa Construction after due exploration has nominated and/or desirous to handover the said development work to a very suitable Developer who having vast knowledge and experience in the said trade or field viz. **M/S. S M D JOKA METRO**

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PRIVATE LIMITED**



Director

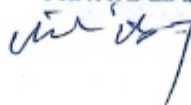
CITY DEVELOPER PRIVATE LIMITED, a Private Limited Company, having its registered office at 57/24/1, Kalagachia Main Road, Post Office -Joka, Police Station - Thakurpukur, Kolkata-700104, represented by its Directors- **(1) SMT. SUPRIYA MISTRY**, wife of Sri Mintu Mistry, by faith - Hindu, by occupation - Business, residing at 82, Hanspukur Dakshin Para, P.O. - Joka P.S. - Thakurpukur, Kolkata -700 104 and **(2) SRI MINTU MISTRY**, son of Sri Soumen Mistry, by faith - Hindu, by occupation - Business, residing at 82, Joka Mondal Para, Hanspukur, P.O. - Joka, P.S. - Thakurpukur, Kolkata - 700 104.

AND WHEREAS in the premise as aforesaid, the owner and Sangitaa Construction executed Cancellation Development Agreement of the Development Agreement dated 14.06.2023, Being No.07499 for the year 2023. The said Cancellation of Development Agreement was registered at the office Additional District Sub-Registrar, Behala and entered in Book No.I, Being No. 160706960 for the year 2025 and consequently Revocation of Development Power of Attorney was executed and registered thereby revoking the said Development Power of Attorney dated 22.06.2023. The said Revocation of Power of Attorney was registered at the office Additional District Sub-Registrar, Behala and entered in Book No. IV, Being No.51 for the year 2025.

AND WHEREAS subsequently, the owner and the said Sangitaa Construction also executed a Revocation of General Power of Attorney which was registered at the office of Additional District Sub-Registrar, Behala and entered in Book No.IV, Being No. 52 for the year 2025 and a Cancellation of Supplementary Development Agreement was also registered in connection with the Supplementary Development Agreement at the office of Additional District Sub-Registrar, Behala and entered in Book No.I, Being No. 160706959 for the year 2025.

AND WHEREAS the said Sri Saurav Khandelwal, the Vendor herein, has then entered into an Agreement for Development with the Developer before the Additional District Sub Registrar, Behala vide Book No. I, Being No. 160706962 for the year 2025 and has subsequently entered into a Development Power of Attorney before the Additional District Sub Registrar, Behala vide Book No. I, Deed No. 160706973 for the year 2025 and a General Power of Attorney before the Additional District Sub Registrar, Behala vide Book No. I, Deed No. 160706968 for the year 2025 in respect of **ALL THAT** piece and parcel of land measuring about 7 (seven) Cottahs 1 (one) Chittacks 8 (eight) square feet, be the same or a little more or less, whereupon an incomplete building standing thereon, lying and situated in R.S. Dag Nos. 273, 274, 275 & 276 corresponding to L.R. Dag No., 325, 326, 327 & 328, under R.S. Khatian No.217

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corresponding to L.R. Khatian No.9193 of Mouza : Hanspukuria, J.L. No.20, R.S. No.36, Touzi No.15, at and being KMC Premises No. 131/2B, Bakra Hat Road, Police Station : Thakurpukur, Kolkata : 700104 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.144, under Assessee No. 711440204380, District : 24 Parganas (South), together with all right of easements, common facilities and amenities annexed thereto, which has been specifically described in **SCHEDULE-A** hereunder and hereinafter referred to as the "**SAID PROPERTY**".

AND WHEREAS the party of third part has started construction of the entire building as per sanction plan and has almost completed the said constructional work

AND WHEREAS, now the Developer herein declares to sell flats/units/car parking spaces under its allocation.

AND WHEREAS being aware of the aforesaid intension of the party of third part, the party of the second part approached to purchase a self contained residential flat in the Floor, measuring about Square Feet super built up area being a portion of the developer's allocation as mentioned in the said Agreement for Development together with undivided proportionate share and interest in the land underneath the said multistoried building with all common rights over the common areas and facilities at or for a total consideration of Rs...../- (Rupees)only at Premises No. 131/2B, Bakhra Hat Road,, Kolkata - 700 104 description of which morefully and particularly described in the Schedule 'B' hereunder written.

AND WHEREAS the Party of the Second Part have entered into by virtue of an Agreement for Sale with the party of the Third Part and have agreed for absolute purchase of a self contained residential flat on the Floor measuring about sq. ft. super built up area of the building being Premises No. 131/2B, Bakhra Hat Road,, Kolkata - 700 104 and which is morefully and more particularly described in the Schedule - "B" hereunder written together with the proportionate undivided share and interest of land and in the said demised land and other common rights, common s and requirements, affixtures and apparatus of common utility of the said construction as mentioned hereinafter with full satisfaction of the Party of the Second Part in regard to the Title Deed of the demised land, site plan and sanction Building Plan on certain terms conditions and stipulations hereinafter appearing fully and particularly described

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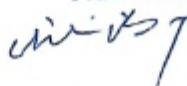


Director

in the Schedule written hereunder at and for the price or consideration of Rs...../- (Rupees) only free from all encumbrances whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs...../- (Rupees) only fully and truly paid by the Purchasers to the Developer towards cost of the flat the receipt whereof the Developer do hereby and also by the receipt and memo hereunder written admit and acknowledge and of and from the payment of the same forever release, discharge and acquit the Purchasers and the said a residential Flat, appurtenant thereto and the Vendors along with the Developer do hereby sell, grant, convey, transfer, assign and assure **ALL THAT** Floor residential Flat on the multi storied building fully and particularly described in the Schedule "B" hereunder written together with undivided proportionate share or interest in the land attributable to the said a residential Flat of the premises fully and particularly described in the schedule "A" hereunder written and also together with all rights and benefits in respect of all common parts, areas, portions, amenities and facilities of the premises fully and particularly described in the Schedule "C" hereunder written together with all undivided proportionate right, title and interest in the land comprised in and appurtenant to the said premises described in the schedule "A" hereunder written and the reversion or reversions, remainder or remainders and rents, issues and profits of and in connection with the said undivided share and the said a residential Flat and all the estate, right, title and interest, property, claim and demand whatsoever of the Vendors into or upon the said undivided share and all other rights and properties herein comprised and hereby granted, sold, conveyed, transferred, assigned and assured and/or intended to be and every part or parts thereof respectively together with their and each of their respective rights, liberties and appurtenances whatsoever to and unto the Purchasers free from all encumbrances, trust, liens and attachment whatsoever **AND TOGETHER WITH** all easements, or quasi easements and other stipulations and provisions in connection with beneficial use and enjoyment of the said undivided share of land and the said a residential Flat mentioned in the schedule "B" **TO HAVE AND TO**

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HOLD the said undivided share of land and the said a residential Flat and all other properties and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or parts thereof respectively absolutely and forever subject to the Purchasers' covenant contained in the Schedule 'E' hereunder written and also subject to the Purchasers paying and discharging all taxes and impositions on the said a residential Flat wholly and the common expenses proportionately and all other out goings in connection with the said a residential Flat and the said building proportionately as described in the Schedule 'D' written herein below.

THE VENDORS DO HEREBY COVENANT WITH THE PURCHASERS as follows:

1. The interest which the Vendors doth hereby posses to transfer subsists and that the Vendors have the right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto the Purchasers the said undivided proportionate share of the land and the said a residential Flat respectively together with the above mentioned rights in the manner aforesaid said.
2. It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon and to hold and enjoy the said undivided share of land and the said a residential Flat and every part thereof and to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons claiming through under or in trust for them and hereby freed and cleared from all manner of encumbrances trusts liens and attachments whatsoever save only those as are expressly contained herein and/ or in the agreement for sale.
3. The Vendors being represented by their Constituted Attorney shall from time to time and all times hereafter upon every reasonable request and at the costs of the Purchasers make do acknowledge execute and perfect all such further and/ or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said undivided share of land and the said a residential Flat / unit together with the rights hereby granted unto the Purchasers and in the manner aforesaid.
4. The Constituted Attorney of the Vendors shall hold all the original documents of the premises for and on behalf of the flat owners. The Developer/Constituted Attorney of the Vendors shall be entitled to

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cause production of the said original documents before any court of law or Tribunal Board authority or firm for inspection or otherwise as occasion shall require and also shall be entitled to provide such attested or other copies or extracts therefrom as the Purchasers may require.

5. The Purchasers shall be entitled to perpetual uninterrupted and indivisible common right of user and enjoyment of common areas and common facilities in the said building as morefully mentioned in the Schedule "C" hereunder written along with other co-owners of the flats in different floors as the case may be.

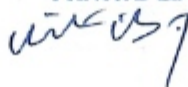
THE PURCHASERS DO HEREBY COVENANT WITH THE VENDORS as follows :

1. To observe, fulfill and perform the covenants hereunder written including those for the common purposes and shall regularly pay and discharge all taxes and impositions on the said a residential Flat wholly and the common expenses proportionately and all other outgoings in connection with the said a residential Flat wholly and the building proportionately the date of possession of their unit/flat.
2. To follow and abide by the covenants regarding management and maintenance of common parts and common portions and common expenses as described in the Schedule "D" hereunder written.
3. The Purchasers shall not use the flat for any purpose whatsoever, other than for residence and shall not use the flat in such manner or may cause or is likely to cause nuisance or annoyance to the occupiers of the other flats in the building.

SCHEDULE 'A' REFERRED TO ABOVE

ALL THAT piece and parcel of land measuring about 7Cottahs 1 Chittacks 8 sq. ft. more or less along with G+ IV storied incomplete standing thereon, situate and lying at Mouza : Hanspukuria, J.L. No.20, R.S. No.36, Touzi No.15, under R.S. Khatian No.217, L.R. Khatian -9193,appertaining to R.S. Dag Nos.273, 274, 275 & 276 L.R. Dag No,. 325, 326, 327 & 328 and within the limits of the Kolkata Municipal Corporation (South Suburban Unit) at Premises No. 131/2B, Bakhra Hat Road, [**Road Zone : (Bachhapara Road -- Raghunathpur Road Premises Not Located On Road)**], Police Station : Thakurpukur, Kolkata : 700104, under Ward No.144, Assessee No. 711440204380, Additional District Sub-Registry Office

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at Behala, District : 24 Parganas (South), together with right to use common passage for egress and ingress on the Southern side of the Plot including all right and easements, facilities and amenities annexed thereto, which is butted and bounded as follows :-

ON THE NORTH :- By Land of Chanda Mohan;
ON THE SOUTH :- By 23' feet wide Common passage;
ON THE EAST :-By Premises No.131/2A, Bakhra Hat Road;
ON THE WEST :- Tulika Ice Cream Pvt. Ltd.;

SCHEDULE 'B' REFERRED TO ABOVE

ALL THAT Floor flat, being No., Block -..... of the G+IV storied building constructed over the aforesaid land and which is measuring about Square Feet super built up area (which is equivalent to sq. ft. carpet area) more or less consisting of bed rooms, kitchen/dining, W.C., toilet andVerandah together with the undivided proportionate share and interest in the land underneath the said building and all common rights over the common areas and facilities at Kolkata Municipal Corporation Premises No. 131/2B, Bakhra Hat Road, Police Station : Thakurpukur, Kolkata : 700104, under Ward No.144, District : 24 Parganas (South).

SCHEDULE 'C' REFERRED TO ABOVE

(Common portion)

1. Entrance and exits to the said property and the proposed building.
2. Boundary walls and main gate of the said property and proposed building.
3. Roof Top of the proposed building/s.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).
5. Space underneath the stairs of the ground floor where meters, pumps & motors will be installed and electrical wiring and other fittings, (excluding only those as are to be installed within the exclusive area of any flat and / or exclusively for its use).
6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room, if any.

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7. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
8. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said property and the said Building as are necessary for passage and user of the flats/ units in common by the co-owner.
9. Land underneath of the proposed building.
10. Lift and lift machine room.
11. Septic Tank.

SCHEDULE 'D' REFERRED TO ABOVE

(Maintenance / Common Expenses)

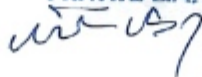
On completion of the building, the Owner, the Promoter/Developer and their nominees including the intending Purchasers shall regularly and punctually pay proportionate share of the common expenses as fully described herein below :-

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

SCHEDULE 'E' ABOVE REFERRED TO

(Covenants regarding management and maintenance of common parts, common portions and common expenses)

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1.The rights hereby conveyed to the Purchasers including those arising out of these presents in favour of the Purchasers shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Society/ Association or company upon its formation.

2.The Purchasers shall be entitled to let out or part with possession of the said a residential Flat and the rent and all other charges and benefits shall be receivable by the Purchasers in respect thereof.

3. Notwithstanding anything contained herein no transfer shall be affected of any sort whatsoever by the Purchasers until such time the Purchasers pay and discharge all their debts and liabilities regarding common expenses to the Society or Association or company upon its formation.

4.Subject to the provisions contained in this deed and subject to the provisions of law for the time being in force the Purchasers shall be entitled to exclusive ownership possession and enjoyment of the said a residential Flat together with all the benefits and facilities specifically provided and the properties hereby conveyed to the Purchasers shall be heritable and transferable like other immovable properties save subject to the extent else herein contained.

5.In case by any transfer the Purchasers divests themselves of their ownership of the said a residential Flat then such transfer shall be accompanied by the transfer of all shares of interest the Purchasers may have in the said society or Association or company and such transfer shall be subject to the condition that the transferee shall become the member of such society or Association or company and abide by all the covenants and pay the amounts payable by the Purchasers and such transferee shall have all the rights as the Purchasers may have by these presents. Moreover any transfer shall not be in any manner inconsistent herewith and the covenants herein shall run with the land.

TAXES AND IMPOSITIONS :

1.Until such time as the flat comprised in the said building be separately assessed and/ or mutated in respect of Corporation or Municipal rates and taxes or impositions, the Purchasers shall have to pay such portion of such Corporation or Municipal rates and taxes

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or impositions as may be deemed reasonable from time to time by the Society or by the Association or company upon its formation.

2. Upon the separation and/ or mutation of the said a residential Flat for the purpose of liability of Corporation or the Municipality rates and taxes and impositions the Purchasers shall pay wholly such tax or imposition in respect of the said a residential Flat.

3. Apart from the amount of such Corporation or Municipal rates, taxes and impositions the Purchasers shall also bear and pay all other taxes and impositions including building tax, urban land tax, water tax etc. in respect of the building proportionately.

MANAGEMENT & MAINTENANCE OF THE SAID BUILDING:

1. The Purchasers fulfilling their obligations and covenants hereunder, the society or Association or company shall manage, maintain and control the said building and do all acts, deeds and things as be necessary or expedient for the purpose and the Purchasers shall co- operate the Association /Society the maintenance cost calculated at a reasonable rate per square feet per month.

2. The Society or Association or Company shall frame such rules, regulations and bye laws for the common purposes and for quiet and peaceful enjoyment of the said building inconsistent with the provisions contained herein and the Purchasers shall observe and abide by the same and shall not do anything whereby the same may be violated.

USER OF THE SAID A RESIDENTIAL FLAT AND COMMON PARTS AND COMMON PORTIONS:

1. The Purchasers shall do the following:

a) Keep at their own costs and expenses the said a residential Flat and every part thereof and all fixtures and fittings therein or exclusively for the flat comprised therein properly painted and in good repairs and in neat and clean condition and as decent and respectable place for residential purpose.

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b) Use the said a residential Flat and all common parts and common portions carefully peaceably and quietly and in the manner reasonably indicated herein or in the rules framed by the Society or Association or company upon its formation for the user thereof.

c) Use all paths, passages and stair cases only for the purpose of egress and ingress.

2. While using the said a residential Flat or any part thereof or the common parts or the common portions the Purchasers shall not do any of the following acts, deeds and things :

i) Obstruct the society or Association or company in its acts relating to the common purposes.

ii) Violate any of the rules and regulations laid down by the Association in respect of the user of the building and as per provisions of West Bengal Apartment Ownership Act, 1972 and shall not do or permit any thing to be done which is likely to cause nuisance or annoyance to the occupants of the other flats in the building.

IN WITNESS WHEREOF the Vendors being represented by their Constituted Attorney, the Developer and the Purchasers hereunto set and subscribed their respective hands on the day, month and year first above written after going through this indenture which is written strictly in accordance with their instruction and information and understanding the meaning thereof.

WITNESSES :

1.

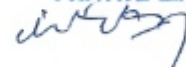
As a Constituted Attorney of Sourav
Khandelwal

2.

SIGNATURE OF THE VENDORS

SIGNATURE OF THE PURCHASERS

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PRIVATE LIMITED**



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SIGNATURE OF THE DEVELOPER

Drafted by me :-

Advocate
Alipore Judges' Court
Kolkata - 700 027

Computer Print by :

MEMO OF CONSIDERATION

RECEIVED of and from the within named **PURCHASERS** the within mentioned sum of Rs...../- (Rupees) only as full and final consideration money for the property hereby convey.

MODE OF PAYMENT

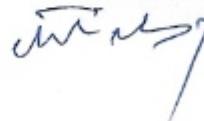
<u>DATE</u>	<u>BANK</u>	<u>MODE</u>	<u>AMOUNT(RS.)</u>
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WITNESSES:

1

2

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Director

SIGNATURE OF THE DEVELOPER

SCHEDULE - B

PLAN FOR SRI / SMT.

AT PREMISES NO. - 131/2B, BAKRAHAT ROAD,

FLAT NO. -

SIDE,

FLOOR, WARD NO. - 144, BOROUGH NO. - XVI, P.S. -

THAKURPUKUR, KOLKATA - 700104, DIST. - 24 Pgs. (S), UNDER KOLKATA MUNICIPAL CORPORATION.

BUILT-UP AREA = 55.484 Sq.m.

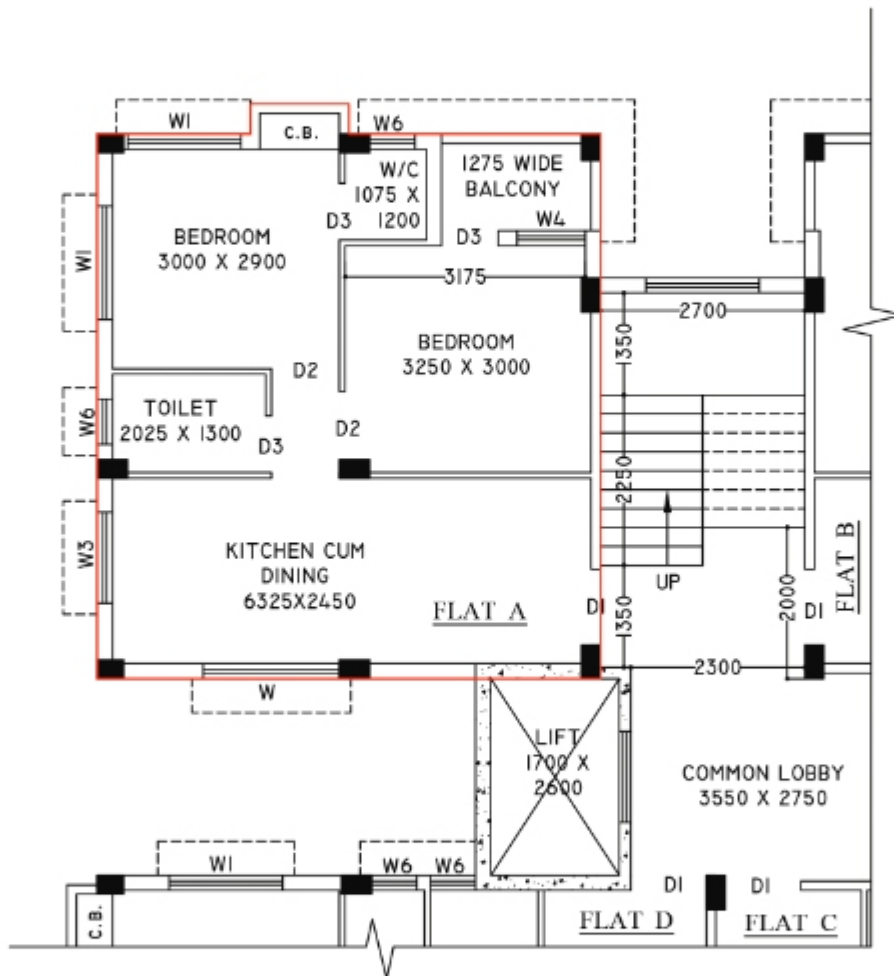
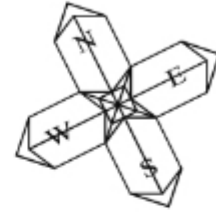
CARPET AREA = 41.631 Sq.m.

BALCONY BUILT-UP AREA = 2.828 Sq.m.

SHOWN IN RED COLOUR

SCALE - 1:100

all dimensions are in mm.



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SIGNATURE OF DEVELOPER

SIGNATURE OF PURCHASER

SIGNATURE OF ARCHITECT