

DEED OF SALE

THIS DEED OF SALE is made, executed and instrumented on this the _____
day of _____ 20 _____ (Two Thousand _____) A.D.

BY AND BETWEEN

**ASHOKA DEVELOPERS AND CONSTRUCTION PROJECTS
PRIVATE LIMITED (PAN: AAHCA4852G & CIN:
U45400WB2008PTC131075)**, a Company duly registered and incorporated under
the provisions and meaning of the Companies Act, 1956 as amended in 2013 ,
having its registered office at the premises No. 152/3/5, Salkia School Road,
Post Office - _____,
Police Station: Golabari, Howrah - 711 106 duly represented by its Directors
namely, **SRI PRAKASH KUMAR SHAW** (PAN: AFRPK5043D) (AADHAR:
445171311628 & DIN: 7666828), son of
Sri Kamala Shaw, by faith Hindu, by occupation Business, residing at the
premises No. 23, Sanatan Mistry Lane, Post Office
- _____, Police Station: Golabari, Howrah- 711 106 and **SRI PARAS NATH
CHOWDHARY** (PAN: AGIPC0529L, AADHAR:
569764457525 & DIN: 2411991), son of Indra Deo Chowdhury, by faith Hindu, by
occupation Business, residing at the premises No. 24 , Bon Behari Bose Road,
Post Office - _____, Police Station _____, Howrah- 711 101 (
South), authorized vide Board Resolution dated _____, hereinafter called
and/ or referred to and/ or identified as the “**LANDOWNER**” (which expression
unless excluded by or repugnant to the context hereof shall mean and include its
respective directors, executors, administrators, legal representatives,
successors, successors-in-interest and
assigns) of the **FIRST PART.**

AND

THEME PROJECTS PRIVATE LIMITED (CIN No. U70101WB2005PTC102715),
(PAN AABCT8498D) a Company incorporated under the Companies Act, 1956, having its
registered office at 46, College Road now known as Dr. A.P.J. Abdul Kalam Sarani, P.S. A.J.C.
Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District Howrah-711 103, duly
represented herein by its Director **SRI TAPAN KUMAR BANERJEE** (AADHAAR
226278106187, PAN

AFWPB3119E) son of Late Guru Sharan Banerjee, by faith Hindu, by Nationality Indian, by
occupation Business, residing at 46. College Road now known as Dr. A.P.J. Abdul Kalam Sarani,
P.S. A.J.C. Bose Botanic Garden formerly Shibpur, P.O. B.Garden, District Howrah-711 103,
authorised vide Board Resolution dated 12.04.2005, hereinafter referred to as
the

"PROMOTER/CONFIRMING PARTY" (which expression shall unless excluded

by or repugnant to the subject/context be deemed to mean and include its successors-in-
interest, executors, administrators, transferees and
permitted assigns) of the **SECOND PART**.

AND

Mr./Mrs./Ms. _____, (AADHAR No. _____, PAN _____),
son/daughter/wife of _____, aged about _____ years, residing at
_____, hereinafter called and/or referred to as the

ALLOTTEE(S)/PURCHASER(S) (which expression shall unless repugnant to

the subject or context be deemed to mean and include his/her/their

(respective) heirs, executors, administrators, legal representatives, successors, successors-in-interest and assigns) of the **THIRD PART**.

The **VENDORS**, the **PROMOTER/CONFIRMING PARTY** and the **PURCHASER(S)** collectively referred to as **"THE PARTIES"** and individually as **"THE PARTY"**.

ARTICLE-I (INTERPRETATION CLAUSE)

A. In this Deed the terms used herein shall unless excluded by or repugnant to the subject or context have the following meaning:-

1. **"ARCHITECT"** shall mean Sri Sudip Kumar Sur, having office at 14/2, Kali Kumar Mukherjee Lane, Howrah-711 102 or such other person or persons whom the Promoter/Confirming Party may appoint from time to time as the Architect/s for the building of the Project.
2. **"SAID LAND"** shall mean the ALL THAT piece or parcel of Bastu land measuring about 01 (One) Bigha, 12 (Twelve) Cottahs, 04 (Four) Chittaks and 27 (Twenty Seven) Square Feet, be the same or a little more or less, with all easement rights annexed thereto comprised at and under Mouza - Shibpur, Police Station –A.J.C. Bose B.Garden, District – Howrah, Pin - 711 109, being Premises No. 15/2, Andul Road, Howrah - 711 109, Sub-Registration and District Registration Office at Howrah, within the limit and

jurisdiction of Howrah Municipal Corporation, under Ward No. 41 specifically ,
described in Schedule– ‘A’ hereunder written.

3. **“PROJECT”** shall mean and include the Project for Development over and above the said Land earmarked for the purpose of building a residential and commercial project, comprising of 1 (one) G+7 multistoried building consisting of several individual self-contained residential Flats/Units at First to seventh floor and along with two commercial spaces, one is in ground floor and one is in first floor and a community hall and Car Parking Spaces in the ground floor, together with all common area like Staircase, Lift, Lobby, Passage, Corridors, Open Spaces and other Common facilities.
4. **“REGISTRATION OF PROJECT”** shall mean and include the Project under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “Act”) with the West Bengal Real Estate Regulatory Authority at Kolkata being No. __ on
-.
5. **“BUILDING”** shall mean the one G+7 storied building namely **“THEME SUNSHINE”** that has been constructed in or upon THE SAID LAND as per plan sanctioned by the Howrah Municipal Corporation and consisting of several individual several

individual self-contained residential Flats/Units at First to seventh floor and along with two commercial spaces, one is in ground floor and one is in first floor and a community hall and Car Parking Spaces in the ground floor, together with all common area like Staircase, Lift, Lobby, Passage, Corridors, Open Spaces and other Common facilities.

6. **“BUILDING PLAN”** shall mean the plan for construction of the building on the said premises that has been constructed by the Promoter, the draft/sketch of which has been approved by the Owners and sanctioned by the Howrah Municipal Corporation, hereinafter referred to as HMC, vide their Sanction Plan No.

.....datedand shall include any amendments thereto or modifications thereof made or caused by the Promoter and/or the Owners with mutual approval/agreement.

7. **“COMMON FACILITIES”** shall include corridors, ways, stairways, passageways lift-shafts, lift, driveways, common lavatories, electrical substation, pump room, overhead water tank, water pump, (roof rights only to designated common areas on the roof), security/staff room, gateway required for the establishment, allocation, enjoyment, provision, maintenance and/or management of the building and/or common facilities or any of them thereon as the case may be.

8. **“COMMON EXPENSES”** shall mean and include all expenses for the maintenance management and upkeep of the Building of the said Project (and in particular the common areas, installations and facilities) and for rendition of common purposes to be paid shared and/or incurred by the flat-owners including those mentioned in the SCHEDULE – ‘G’ hereunder written.
9. **“COMMON PURPOSES”** shall mean and include the purposes of managing, maintaining and up-keeping the Building of the said Project (and in particular the common areas, installations and facilities), rendition of common services in common to the Co- owners, collection and disbursement of the common expenses and dealing with matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas, installations and facilities in common.
10. **“PROMOTER”** shall mean and include the PROMOTER/ CONFIRMING PARTY mentioned in the beginning of this Deed and its nominees, successors in office and assigns.
11. **“PROMOTER’S ALLOCATION”** shall mean and include the following:-
 - I. 59% of the total Super Built up area developed in the proposed Building of the Project from Ground to top most floor and service area on roof. **However, such 59% area**

doesn't consist of any car parking space / garage at the Ground Floor but consists of proportionate open spaces.

- II. Such allocation of the respective parties has been identified mutually by the parties on a copy of the sanctioned plan and parties signed the plan in token of such identification.
12. **“OWNERS”** shall mean and include the owner mentioned in the beginning of this Deed and their respective heirs, executors, administrators, representatives, assigns, and nominees.
13. **“OWNERS’ ALLOCATION”** shall mean and include that the Owners jointly shall be entitled to 41% of the total Super Built up area developed in the proposed Building of the said Project from Ground to top most Floor and service area on Roof. Such 41% area shall be allotted first covering the entire Ground Floor and then the remaining area of 41% at the upper floors of the Building. The Owners have opted to have cash value for the remaining area out of 41% at the upper floors.
14. **“FLATS/UNITS”** shall mean and include the flats and/or other constructed Unit in the Building of the Project capable of being exclusively held, used or occupied by a person and built and constructed by the Confirming Party in the new Building of the Project over the said Land.

15. **“CARPET AREA”** according to the context shall mean the Net Floor area usable plus the area of the internal partition walls of the apartment but excluding the area of external walls and exclusive Balcony or Veranda.
16. **“PROPORTIONATELY”** or **“PRORATA”** according to the contest shall mean the ‘proportion’ ratio in which the Carpet area of the said Unit may bear to the Carpet area of all the Units in the new building PROVIDED THAT where it refers to the share of any rates and/or taxes and/or the common expenses in general, then such share of whole of the common expenses shall be such as be determined by the Confirming Party or the Association upon its formation at a later stage.
17. **“PARKING SPACE”** shall mean the spaces meant or earmarked by the Confirming Party in the Ground Floor of the new building as also at the ground level in the open land at the said premises abutting the new building for parking of motor cars, scooters etc.
18. **“ALLOTTEE(S)/PURCHASER(S)”** shall mean and include the Purchaser(s) mentioned in the beginning of this Deed and his/her/their (respective) heirs, executors, administrators, representatives, assigns, and nominees.
19. **“APARTMENT”** shall mean the Flat/Unit that has been constructed as mentioned and described in the SCHEDULE – ‘B’

hereunder written 'and includes the Purchasers' proportionate undivided indivisible impartible and variable share in the common areas, installations and facilities as mentioned in the SCHEDULE – 'D' hereunder written as also in the said Project comprised in the said Land and further wherever the context so permits or intends, but shall not include any car parking space/garage.

20. **"TRANSFER"** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of the said Apartment in the multi storied building in the Project to the Purchaser(s) thereof although the same may not amount to a transfer in law.
21. **"TRANSFeree"** shall mean a person to whom the said Apartment in the Building of the Project has been transferred or agreed to be transferred.
22. **"ASSOCIATION"** shall mean the Association or the Cooperative Society or the Private Limited Company that shall be formed by the Promoter/Confirming Party or the Vendors and/or the Co-allottees for the common 'purposes' within a period of one year from date of possession where the Purchasers of each flat/unit, and in case there be more than one purchaser of a flat/unit, then any one of them, shall have the voting right therein to one vote per flat/unit.
23. **"MAINTENANCE-IN-CHARGE"** shall mean the Promoter shall be responsible to provide and maintain essential services in the

Building till the taking over of the maintenance of the building by the Association of the Purchasers is formed upon the issuance of the Completion Certificate of the Building.

24. **“GOVERNING LAWS”** shall mean and include Real Estate (Regulation and Development) Act, 2016 read with the Rules of the West Bengal Real Estate Regulatory Authority and the Apartment Ownership Act, 1972 and/or other allied laws as prevalent from time to time.

25. **“MASCULINE GENDER”** shall include the feminine and neuter genders and **“FEMININE GENDER”** shall include the masculine and neuter genders and likewise **“NEUTER GENDER”** shall include the masculine and feminine genders, whenever and wherever the same becomes applicable.

26. Words importing singular shall include plural and vice-versa, similarly, words importing masculine gender shall include feminine and neuter genders and vice versa.

B. The terms or expressions used in these presents, shall, unless the context so otherwise requires or a meaning so assigned, have the same meaning as assigned to them hereinabove.

ARTICLE-II (RECITALS)

WHEREAS:

i. One Gobinda Chandra Ghosh was the sole and absolute owner and seized and possessed of or otherwise well

and sufficiently entitled to *ALL THAT* piece and parcel of land measuring an area of about a little more or less

2 (Two) Bighas and 5 (Five) Cottahs comprised at and under Mouza - Shibpur, Police Station - Shibpur, District – Howrah, PIN - 711 109 and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatsoever.

- ii.** The said Gobinda Chandra Ghosh being the owner and seized and possessed of or otherwise well and sufficiently entitled to the said *ALL THAT* piece and parcel of land measuring an area of about 02 (Two) Bighas and 05 (Five) Cottahs, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station - Shibpur, District – Howrah, PIN - 711 109 (hereinafter referred to as the “ said property” for brevity) had sold, delivered, conveyed, alienated, granted, demised, devised and provided the same unto and in favour of one Golam Rased by a Deed of

Conveyance thereof for valuable considerations and free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

iii. The said Golam Rased died intestate leaving behind him surviving his only son namely, Habibur Rahaman as his legal heir and successor to inherit solely and exclusively the said property so owned by the said Golam Rased as per the law of inheritance.

iv. The said Habibar Rahaman being the absolute owner seized and possessed of or otherwise well and sufficiently entitled to the said property being *ALL THAT* piece and parcel of land measuring an area of about 02 (Two) Bighas and 05 (Five) Cottahs, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station - Shibpur, District – Howrah, Pin - 711 109 , had sold, delivered, conveyed, alienated, granted, demised, devised and provided the same unto and in favour of one Kartick Chandra B huiya by a Deed of Conveyance thereof for valuable

considerations/s thereof free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and from any corner and manner whatsoever.

- v. The said Kartick Chandra Bhuiya being the absolute owner, seized and possessed of or otherwise well and sufficiently entitled to the said property being *ALL THAT* piece and parcel of land measuring an area of about 02 (Two) Bighas and 05 (Five) Cottahs, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station - Shibpur, District – Howrah, Pin - 711 109 again had sold, delivered, conveyed, alienated, granted, demised, devised and provided the same unto and in favour of one Rohini Dasi by a Deed of Conveyance executed in the year 1911 for valuable consideration/ s thereof free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever

from any person whomsoever and/ or from any corner and manner whatsoever.

- vi.** The said Rohini Dasi thus being the absolute owner seized and possessed of or otherwise well and sufficiently entitled to the said property being *ALL THAT* piece and parcel of land measuring an area of about 02 (Two) Bighas and 05 (Five) Cottahs, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station - Shibpur, District – Howrah, Pin - 711 109 had further sold, delivered, conveyed, alienated, granted, demised, devised and provided the same unto and in favour of one Nilmony Dutta by a Deed of Conveyance dated 18th March, 1918 for valuable consideration/ s thereof free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and without any interference, disturbance and obstruction whatever from any person whomsoever and from any corner and manner whatsoever.
- vii.** The said Nilmony Dutta thereafter died intestate leaving behind him surviving three sons namely, Kalidas Dutta, Durga Das Dutta and Shibdas Dutta as his legal as his

legal heirs and successors who duly inherited the said property so owned by the said Nilmony Dutta as per the Hindu law of inheritance

- viii.** The said Kalidas Dutta, Durga Das Dutta and Shibdas Dutta being the joint and absolute owner, seized and possessed of or otherwise well and sufficiently entitled to the said property being *ALL THAT* piece and parcel of land measuring about an area of 02 (Two) Bighas and 05 (Five) Cottahs, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station - Shibpur, District – Howrah, Pin - 711 109 again sold, delivered, conveyed, alienated, granted, demised, devised and provided the same unto and in favour of Howrah Finance Limited by a Deed of Conveyance thereof dated 12th February, 1942 duly registered with the Office of the District Sub - Registrar at Howrah and recorded in Book No. 1, Volume No. 9, Pages 58 to 62 , Being No. 204 for the year 1942 for valuable consideration/s thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever

from any person whomsoever and from any corner and manner whatsoever.

ix. The said Howrah Finance Limited thus being the owner, seized and possessed of or otherwise well and sufficiently entitled to the said property being *ALL THAT* piece and parcel of land measuring an area of about 02 (Two) Bighas and 05 (Five) Cottahs, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station - Shibpur, District – Howrah, Pin - 711 109 and thereafter had leased, delivered, conveyed, alienated, granted, demised, devised and provided a part or portion of the said property being *ALL THAT* piece and parcel of land measuring an area of about 01 (One) Bigha, 12 (Twelve) Cottahs, 04 (Four) Chittaks and 27 (Twenty Seven) Square Feet, be the same or a little more or less, comprised at and under Mouza - Shibpur, District – Howrah, Pin - 711 109 unto and in favour of one Pradip Paul by a Lease Deed thereof dated 9th January, 1974 for the consideration/ s, terms, conditions, enumerations, provisions and others morefully and particularly mentioned, described, explained,

enumerated, provided and given at and under the said Lease Deed which is self explanatory in itself.

x. The aforesaid Lease expired on 31st December, 1982 by efflux of time.

xi. The said Howrah Finance Limited being the absolute owner and being seized and possessed of or otherwise well and sufficiently entitled to the entire said property, sold, delivered, conveyed, alienated, granted, demised, devised and provided a part or portion of the said property being *ALL THAT* piece and parcel of land measuring an area of about 01 (One) Bigha, 12 (Twelve) Cottahs, 04 (Four) Chittaks and 27 (Twenty Seven) Square Feet, be the same or a little more or less, comprised at and under Mouza - Shibpur, Police Station

- Shibpur, District – Howrah, Pin - 711 109 to for unto and in favour of the aforesaid Pradip Paul (hereinafter referred to as “the said erstwhile Owner”) by a Deed of Conveyance thereof dated 25th November, 1983 which is duly registered with the Office of the District Sub - Registrar at Howrah and recorded in Book No. 1 , Volume No. 149 , Pages 254 to 261 , Being no 6380 for the year 1983 , for valuable consideration/ s thereof free from all sorts of encumbrances, charges, liens,

lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and from any corner and manner whatsoever.

xii. The said erstwhile Owner thus became the absolute owner and was seized and possessed of and/ o r otherwise well and sufficiently entitled to *ALL THAT* piece and parcel of land measuring an area of about 01 (One) Bigha, 12 (Twelve) Cottahs, 04 (Four) Chittaks and 27 (Twenty Seven) Square Feet, be the same or a l ittle more or less, with all easement ri ghts annexed thereto comprised at and under Mouza - Shibpur, Police Station - Shibpur, District – Howrah, Pin - 711 109 , being Premises No. 15 , Andul Road, Howrah - 711 109 , Sub- Registration and District Registration Office at Howrah (hereinafter referred to as the “ **said land** ”) together with the structure/s standing and/or lying erected thereupon and thereafter was in possession of the said land and was enjoying the right, title and interest of the same without any interference and disturbance of any manner from any corner whatsoever free from all sorts of encumbrances, charges, l iens,

lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever which is more fully and particularly mentioned, described, enumerated, provided and given at and under the SCHEDULE hereunder written and/or given.

- xiii.** The said erstwhile Owner being desirous to erect, build, develop, promote and construct building/s consisting of several units over and above the said land, entered into an Agreement for Development on 8th June, 1994 with one ALLIED CONSTRUCTION, a Partnership firm having its registered office at the premises No. 53 / C/2, Bon Behari Bose Road, Police Station - Shibpur and District – Howrah, Pin - 711 109 duly represented by its Partners namely, SRI RAJIV BHANDARY, son of Sri P.C. Bhandary, by faith Hindu, by occupation Business residing at the premises No. 29/1, Ballygunge Park, Kolkata - 700 019 , SRI SUMAN K. THAKKAR, son of Late K. Thakkar, by faith Hindu, by occupation - Business, residing at the premises No. 40 , Syed Amir Ali Avenue, Kolkata, SRI ANAND KUMAR SARMA, son of Sri Atma Ram Sarma, by faith Hindu, by occupation - Business, residing at the premises No. 3/1, Hat Lane,

Mallick Phatak, Howrah and SRI INDRA DEO CHOWDHURY, son of Late Ram Govind Chowdhury, by faith Hindu, by occupation - Business, residing at the premises No. 24, Bon Behari Bose Road, Howrah, on the considerations, allocations for the said erstwhile Owner and the said Allied Construction at and under the said construction, erection, promotion, building and development thereof and the space/s thereof, on the terms, conditions, enumerations, provisions and others thereof more fully and particularly mentioned, described, explained, enumerated and provided at and under the said Agreement for Development for which the same is self- explanatory in itself.

- xiv.** In event of failure to complete the aforesaid development, the said erstwhile Owner and the said Allied Construction subsequently mutually cancelled the said Development Agreement so existed by and between them in totality for all times to come finalizing that there shall not be any claim, demand or requirement on that score by either side of the said erstwhile Owner herein and the said Allied Construction for all times to come with regard to or concerning the said land hereunder written and/or

given any day or anytime existed by and between the said erstwhile Owner and the said Allied Construction in any manner whatsoever.

- xv.** The said erstwhile owner and the aforesaid Allied Construction exhausted and satisfied about all their claims, demands and considerations so existed by and between them as per the aforesaid Agreement of Development.
- xvi.** The said erstwhile Owner namely Sri Pradip Paul thus being entitled to and seized and possessed of or otherwise well and sufficiently entitled to the **said land** being the SCHEDULED PROPERTY herein free from all encumbrances in the manner above, being desirous of transferring, selling, alienating, demising, and granting the said SCHEDULED PROPERTY enumerated here under and being approached by the Landowner herein for a valuable consideration, duly agreed to sell the said land and/ or the said SCHEDULED PROPERTY free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever save and except the occupancy of the tenants as under the said erstwhile owner namely Sri

Pradip Paul and thereby the said erstwhile owner duly entered into an Agreement for Sale thereof with the Landowner herein and subsequently towards finalization of the aforesaid transfer of the said SCHEDULED PROPERTY, the said erstwhile owner duly executed a proper Deed of Conveyance dated 5th day of March, 2009 to for law in favour of the Landowner herein with respect to the **said land** and the said Deed of Conveyance was duly registered before the Additional Registrar of Assurances - I, Kolkata and registered in Book No. I, CD Volume No. - 6 , Page from 2435 to 2452 , Being No. 02630, for the year 2009.

xvii. The Landowner herein being the party of the First Part thus being absolutely seized and possessed of and/ or otherwise well and sufficiently entitled to the **said land** more and fully described in the FIRST Schedule herein below became desirous of erecting or constructing a multistoried building over and upon the **said land** as per the Sanction Building Plan of the Howrah Municipal Corporation.

xviii. Thus, the **Owner** herein namely **ASHOKA DEVELOPERS AND CONSTRUCTION PROJECTS PRIVATE LIMITED**, a Company duly registered and incorporated under the

provisions and meaning of the Companies Act, 1956 as amended in 2013 became sole and absolute and lawful Owner, Title Holder and Possessor of **ALL THAT** piece or parcel of Bastu land measuring about 01 (One) Bigha, 12 (Twelve) Cottahs, 04 (Four) Chittaks and 27 (Twenty Seven) Square Feet, be the same or a little more or less, with all easement rights annexed thereto comprised at and under Mouza - Shibpur, Police Station –

A.J.C. Bose B.Garden, District – Howrah, Pin - 711 109, being Premises No. 15/2, Andul Road, Howrah - 711 109, Sub- Registration and District Registration Office at Howrah, within the limit and jurisdiction of Howrah Municipal Corporation, under Ward No. 41. hereinafter referred to as the “**said Land**”);

- xix. Now the Owner of the said Land decided to improve and develop the present status of the said Land by raising multistoried building thereupon and based upon such decision the Owner approached the Promoter to undertake the development work upon the said Land and thereby the Owner and Promoter had duly entered into an “**Development Agreement**” dated 22nd September, 2023 duly registered at the office of the Additional District Sub-Registrar, Howrah and registered in Book No. I, Volume No. 0502-2023, Pages from 318516 to 318576, being No. 050209940 for the year

2023 and the Owners also executed a “**Development Power of Attorney after Registered Development Agreement**” in favour of the Promoter dated 22nd September, 2023 duly registered at the office of the Additional District Sub- Registrar, Howrah and registered in Book No. I, Volume No. 0502-2023, Pages from 319739 to 319759, being No. 050209986 for the year 2023;

xx. The said Land was earmarked for the purpose of building a residential and commercial project, comprising of 1 (one) G+7 multistoried building consisting of several individual self- contained Flats/Units at First to seventh floor and along with two commercial spaces, one is in ground floor and one is in first floor and a community hall and Car Parking Spaces in the ground floor, together with all common area like Staircase, Lift, Lobby, Passage, Corridors, Open Spaces and other Common facilities (hereinafter referred to as the “**said Project**”) and the said Project shall be known as

.....

xxi. Thereafter, the Promoter applied for sanctioned plan of the said Project before the Howrah Municipal Corporation and the Howrah

Municipal Corporation granted the Sanctioned Building Plan on
..... for up to G+7 storied building.

- xxii. Thereafter the Promoter registered the Project under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “Act”) with the West Bengal Real Estate Regulatory Authority at Kolkata being No. _____ on _____.
- xxiii. The Allottee had applied for an Apartment in the Project vide application No. _____ dated _____ and has been allotted from the Promoter’s allocation (as specified in the aforesaid “Agreement for Development between Land Owner and Promoter/Developer” dated 22nd September 2023) being Apartment No. ___ having carpet area of _____ square feet, on _____ floor in the building of the said Project without garage/car parking space, as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**Apartment**” and more particularly described in Schedule – ‘B’ and the floor plan of the Apartment is annexed hereto and marked as Schedule – ‘C’).
- xxiv. After causing necessary searches as to the Ownership of the Owners/Vendors of the First Part together with rights and status of the Owners/Vendors of the First Part and together with rights

and status of the Promoter/Confirming Party of the Second Part, the Allottee(s)/Purchaser(s) have finalized to purchase the said Apartment and the Promoter/Confirming Party has agreed to sell the said Apartment to the Purchaser(s) out of their own allocation (Promoter's allocation) in a manner free from all encumbrances, charges, mortgages, liens, lispendens, acquisitions, requisitions, attachment and trusts whatsoever or howsoever at or for the Total Consideration of Rs. _____/- (Rupees _____ only) for completion of the sale of the said Apartment in favour of the Allottee(s)/Purchaser(s).

xxv. In furtherance of the understanding by and between the Owners/Vendors, the Promoter/Confirming Party and the Allottee(s)/Purchaser(s) herein, an Agreement for Sale dated _____ was duly entered/executed by and by and between the parties herein, pursuant to which a sum of Rs. _/- (Rupees _____ only) out of the total consideration of Rs. _____/- (Rupees _ only) was paid by the Purchaser(s) to the Developer/Confirming Party at the time of execution of such Agreement for Sale, full particulars whereof is mentioned in the memorandum of consideration mentioned herein below and the said Agreement for Sale was duly registered before the _____ and was recorded in Book No. I, C.D. Volume No.

_____, Pages from __ to _____, Being No. __, for the year 20_____.

xxvi. It is recorded that at or before execution of this Deed of Sale, the Allottee(s)/Purchaser(s) has examined and fully satisfied himself/herself/themselves as to the following:-

- a. The title of the Owners/Vendors;
- b. The terms and conditions contained in this Deed of Sale.
- c. The plan sanctioned by the Howrah Municipal Corporation.
- d. The "Agreement for Development between Land Owner and Promoter/Developer" dated 22nd September, 2023 including the terms, conditions, stipulations therein.
- e. The "Development Power of Attorney after Registered Development Agreement" dated 22nd September, 2023 executed by the Owners in favour of the Promoter.
- f. The total Carpet Area comprised in the said Apartment and the properties appurtenant thereto.
- g. The specification of materials (mentioned in the SCHEDULE – 'D' of the Agreement for Sale dated _____ executed by and between the Owners, Promoter and the Allottee(s)/Purchaser(s) herein with respect to the said Apartment) used in the construction of the said Apartment and the new building in the Project and has agreed not to raise any objections whatsoever or howsoever with regard thereto.

h. No Car Parking Space/Garage will be provided to the Allottee(s)/Purchaser(s) and the Allottee(s)/Purchaser(s) is also not interested for Car Parking Space / Garage and the entire Ground Floor of the said Building has been allotted in favour of the Owners exclusively for their use for which the Allottee(s)/Purchaser(s) has no claim whatsoever.

ARTICLES-III [WITNESSETH]

1. **NOW THIS DEED WITNESSETH** that pursuant to the aforesaid Agreement for Sale dated _____ and acceptance by the Promoter/Confirming Party of the offer of sale made by the Allottee(s)/Purchaser(s) together with Allottee(s)/Purchaser(s) making payment of the agreed total amount of consideration being Rs. _____/- (Rupees _____ only) in the mode and manner reflected in the Memorandum of Consideration attached hereto and receipt whereof the Promoter/Confirming Party doth hereby admits and acknowledges and doth herein certify, the OWNERS/VENDORS and the Promoter/Confirming Party in execution of these presents, release, relinquish and discharge to, for and in favour of the Allottee(s)/Purchaser(s) the said Apartment being All That piece and parcel of one self contained flat/unit containing Carpet Area of about _____sq. ft., be the same or a little more or less, being Apartment number _____, on the _____ floor of the building standing in the said Project constructed at the said Land and the said Apartment is described more and

fully in the Schedule – ‘B’ hereinbelow, TOGETHER WITH the right to ingress and egress from all paths, passage ways for the entire building over and above the said Land and that the Owner/Vendor and the Promoter doth hereby grant, convey, sell, transfer and assure unto and to the use of the said Allottee(s)/Purchaser(s) free from all encumbrances, liens, attachments, lispendences, without any notice of acquisition and/or requisition etc. from any Government Authority whatsoever, constructed on the plot of said Land more fully and particularly described in the Schedule – ‘A’ herein below written and the above stated Apartment forms the subject matter of the instant Deed of Sale TOGETHER WITH all sorts of right, title and interest over and upon the said Apartment, inclusive of all intangible and tangible assets, edifices, fixtures, gates, courts and courtyards, compound and boundary walls, drains and sewerages, way and pathways, fences, hedges, ditches, trees, water and water courses, lights and electricity connection, stair cases, lift and roofs and all manners of rights, privileges, easements, appendages and appurtenances whatsoever to the said Apartment alongwith the buildings standing thereon, belonging to or in any way appertaining thereto or usually held or occupied therewith or reputed to belong or be appurtenant thereto AND ALL the estate, right, title, interest, claims and demand whatsoever of the Owner/Vendor and the Promoter into or upon the same and every part thereof both in law and in equity **TO ENTER UPON AND TO HAVE AND HOLD AND OWN AND POSSESS**

the ‘**said Apartment**’ along with the proportionate right over the building standing thereupon unto and to the use of the Allottee(s)/Purchaser(s) of the

Third Part herein absolutely and for ever TOGETHER WITH the instant title deed, writings, muniments and other writings and documents of title AND THE OWNER/VENDOR and the Promoter doth hereby covenant with the Allottee(s)/Purchaser(s) that notwithstanding any acts, deeds, things, heretofore done, executed, or knowingly suffered to the contrary, the Owner/Vendor and the Promoter are now lawfully seized and possessed of the 'said Apartment' hereby sold transferred free from all sorts of encumbrances, liens, attachments, whatsoever and that the OWNER/VENDOR and the Promoter has full power and absolute authority to sell and transfer the said Apartment in the manner as aforesaid AND the ALLOTTEE(S)/PURCHASER(S) shall hereafter peaceably and quietly hold, possess and enjoy the said Apartment, in khas or through tenants and shall also have every right to sell, transfer or in any way deal with the said Apartment, hereby sold and transferred accordingly to his/her/its choice and free will without being interfered by any claim or demand whatsoever from the ends of the OWNER/VENDOR and/or the Promoter herein or any person/persons claiming lawfully through or under them and further the OWNER/VENDOR and the Promoter covenant with the ALLOTTEE(S)/PURCHASER(S) to save harmless, indemnify and keep indemnified the Allottee(s)/Purchaser(s) from and/or against all sorts of encumbrances, charges and equities whatsoever and the OWNER/VENDOR and the Promoter, their successors or assigns do execute or cause to be done or executed all such lawful acts, deeds, or thing whatsoever for further or morefully and perfectly conveying and assuring the said

Apartment (hereby sold, transferred) and every part thereof in the manner as aforesaid according to the true intent, meaning the purport of these presents.

2. SALE AND TRANSFER

2.1 The Owner/Vendor herein as owner of the Land and the Promoter being the stake holder and the virtual owner of the said Apartment in question falling within the Promoter's allocation do hereby sell, convey and transfer and confirm the same in favour of the Allottee(s)/Purchaser(s) ALL THAT the said "Apartment" out of the Promoter's allocation which is morefully and particularly mentioned and described in the SCHEDULE – 'B' hereunder written free from all encumbrances and liabilities TOGETHER WITH the proportionate, undivided, indivisible, impartible, variable share in the common areas, installations and facilities mentioned and described in the SCHEDULE – 'D' hereunder written AND TOGETHER WITH the like share or interest in the said Land comprised at or for the total consideration mentioned in Memo of Consideration hereunder written paid by the Allottee(s)/Purchaser(s) to the Promoter /Confirming Party as mentioned in the Memorandum of Consideration written herein below and on the other terms and conditions contained hereinafter.

2.2 The undivided share of the land comprised at the said Land attributable to the said Apartment shall be calculated on the basis and in proportion to the carpet area of the said Apartment bears towards the total carpet area of all the units in the new building at the said Project and the certificate of the Architect in that regard shall be final and binding on the Allottee(s)/Purchaser(s).

2.3 The location of the installations and facilities in the new building and the said Land on which the Project is standing has been provided as necessary and/or required and as thought fit and determined by the Promoter for the beneficial use and enjoyment of the said Apartment and such location has been declared and/or identified by the Promoter.

2.4 The common areas, installations and facilities excepting the designated and demarcated allocation and portion of the Owner/Vendor in the said new building and the said Land has been provided as necessary, and/or required as thought fit and determined by the Promoter for the beneficial use and enjoyment of the said Apartment and that such common areas, installations and facilities has been declared and/or identified by the Promoter.

2.5 The right of the Allottee(s)/Purchaser(s) shall always remain restricted to the said Apartment in the new building project at the said Land, expressly sold to the Allottee(s)/Purchaser(s) hereunder and the Allottee(s)/Purchaser(s) will not have any right or claim over or in respect of any other part or portion of the New building or the Project or the said Land including the specified portion of the Owner/Vendor and the Promoter Party over the roof of the new building excepting the indivisible undivided ownership and the right of use of the common areas, installation and facilities in common with the other Co-allottees of the new building or the Owners or the Promoter.

3. CONSTRUCTION, COMPLETION & POSSESSION:

3.1 The PROMOTER ratifies that the new building of the Project has been constructed and completed with the materials and specifications as morefully and particularly mentioned and described in the SCHEDULE – 'D' of the Agreement for Sale dated _____ and _____ the Allottee(s)/Purchaser(s) will not be entitled to claim any damage or make any claim or any account regarding the quality of materials and specifications for construction of the said Apartment if the materials are standard and the Allottee(s)/Purchaser(s) hereby consents to the same.

3.2 The Promoter further ratifies that the new building of the Project is deemed to be fit for habitation or obtainment of completion certificate form the Howrah Municipal Corporation.

3.3 The Promoter further ratifies that the said Apartment has been provided with electricity, water connection, sewerage, drainage, lift and other facilities.

4. TITLE DEEDS:

It is recorded and clarified that at or before executing this Deed, the Allottee(s)/Purchaser(s) have themselves inspected all Title Deeds in respect of the said Land held by the Owner/Vendor and the Sanctioned Building Plan and have satisfied themselves relating to the same.

5. RESTRICTIONS & OTHER OBLIGATIONS:

As from the date of notice for possession of the said Apartment, the Allottee(s)/Purchaser(s) agree and covenants with the Vendor and/or the Promoter as follows:-

- (a) TO HAVE AND HOLD AND OWN AND POSSESS the said 'Apartment' in the said building of the Project, morefully and particularly described in the Schedule – 'B' written herein below.
- (b) TO CO-OPERATE with the other Co-allotees and the Promoter in the proper management and maintenance of the new building of the Project and the said Land and every part thereof and in particular the common areas, installations and facilities.
- (c) TO OBSERVE the rules framed from time to time by the Promoter and upon formation of the Association under the Apartment Ownership Act, 1972 or Co-operative Society or Private Limited Company for quiet and peaceful enjoyment of the new building.
- (d) TO ALLOW the Owner/Vendor and/or the Promoter or upon formation, the Association or the Co-operative Society or the Private Limited Company, at all reasonable hours with or without workmen to enter into the said Apartment and every part thereof with prior intimation for the purpose of maintenance and repairs of the common utilities and facilities.
- (e) TO PAY and bear the proportionate share of all common expenses and other outgoings and expenses since date of notice of possession and also the rates and taxes for and/or in respect of the said Apartment or the new building those mentioned in the SCHEDULE – 'G' hereunder written proportionately for the new building and/or common areas, installations

and facilities and wholly for the said Apartment and the properties appurtenant thereto and/or to make deposits on account thereof in the manner mentioned hereunder either to the Owner/Vendor and/or the Promoter and upon formation, to the Association or Co-operative Society or Private Limited Company. Such amount shall be deemed to be due and payable on and from the date of notice of possession whether actual possession of the said Apartment has been taken or not by the Allottee(s)/Purchaser(s). Provided that, if any municipal or other rates and taxes (including Urban Land Tax) is found due and payable for or in respect of the new building or the said Land till the date of notice of possession, then the same shall be borne and paid by the Promoter.

- (f) TO DEPOSIT the amounts reasonably required with the Promoter and upon formation, with the Association or Co-operative Society or Private Limited Company, as the case may be, towards the liability to the municipal rates and taxes and other outgoings for or in respect of the said Apartment or the said Land after the date of the final possession of the Apartment is handed over only.
- (g) TO PAY the charges for electricity for or in respect of the said Apartment and the properties appurtenant thereto wholly and proportionately in respect of the common areas, installations, and facilities.
- (h) NOT TO sub-divide or dismember the said Apartment expressly granted or agreed to be sold to the Allottee(s)/Purchaser(s) hereunder.

- (i) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the new building and/or compound at the said Land or any portion of the new building except in the space for garbage to be provided in the ground floor of the said new building.
- (j) NOT TO store or bring and allow to be stored and brought in the said Apartment any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the new building or any portion thereof or of any fittings or fixtures therein, including windows, doors, etc. in any manner whatsoever.
- (k) NOT TO hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the structure or stability thereof of the new building or any part thereof.
- (l) NOT TO fix or install window air-conditioners in the said Apartment, save and except at the places, which have been specified in the said Apartment for such installation. However, Split AC may be fixed at suitable places without effecting / damaging the elevation of the new building.
- (m) NOT TO do or cause anything to be done in or around the said Apartment which may cause or tend to cause or amount to cause or affect any damage to any Unit or ceiling thereof of the floors of the new building or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities, available for common use.

- (n) NOT TO damage or demolish or cause to be damaged or demolished the said Apartment affecting any part / portion of the adjacent unit or the building or any part thereof or the fittings and fixtures affixed thereto.
- (o) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the new building or the fences or the external doors and windows including grills of the said Apartment which in the opinion of the Promoter/Confirming Party differs from the colour scheme of the new building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the said new building.
- (p) NOT TO install grills, the designs of which have not been suggested or approved by the Architect.
- (q) NOT TO make in the said Apartment any structural additions and/or alterations such as beams, columns, partition walls, etc. or improvement of a permanent nature, except with the prior approval in writing of the Promoter.
- (r) NOT TO use the said Apartment or part thereof or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause any nuisance or annoyance to the occupiers or Co-owners of the other portions of the new building or to the Vendors and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a

Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, eating or Catering Place, Dispensary or a meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place any car or motor-cycle and shall not raise or put up any kutcha or pucca, temporary or permanent construction, grilled wall/enclosures thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space, of the said building.

- s) TO ABIDE by such building rules and regulations as may be made applicable by the Promoter before the formation of the Association or the Holding Organization and after the Association or the Holding Organization is formed, to comply with and/or adhere to the building rules and regulations of such Association or the Holding Organization.

6. ASSOCIATION/HOLDING ORGANIZATION:

- 6.1 The Promoter shall manage and maintain the new building and common parts thereof for a period of one year from the date of Completion Certificate or till the full occupancy of the new building whichever is earlier and the Co-owners of the different Units of the new building at the said Land shall form an Association or Co-operative Society or Private Limited company for the maintenance, management and up-keep of the new building and the said land and in particular the common areas, installations and facilities aforesaid. After the expiry of the aforesaid

period, herein before mentioned the Promoter shall not have any liability whatsoever towards maintenance of the new building.

The Promoter shall handover all the relevant documents like-Sanctioned Plans, Completion Certificate from K.M.C., CESC Papers, Lift Guarantee/maintenance documents and other installations papers, etc. to the Association or Society formed. The Promoter shall handover copy of completion certificate to the Allottee(s)/Purchaser(s) also.

- 6.2 The Allottee(s)/Purchaser(s) agree that the Allottee(s)/Purchaser(s) including the other unit holders and/or Allottee(s)/Purchaser(s) of the other Units shall be liable to pay and contribute proportionately towards maintenance charges every month for obtaining and/or rendition of common services to the Promoter or the Association, as the case may be, without any delay or default and positively within 7 days of the raising of bills in this regard failing which interest at the rate of 10% per month will be charged on such bill amount till payment.
- 6.3 So long each flat/unit in the new building at the said Land are not separately mutated, the Allottee without any delay or default shall pay proportionate share of all rates and taxes assessed on the entire project to the Promoter/Confirming Party and/or to the Association, as the case may be, and such proportion is to be determined by the Promoter or the Association on the basis of the proportion of the area of the said

Apartment based to the area of all the units in the new building and the Allottee without any delay or default shall pay Proportionate HMC tax share from the date of completion certificate issued by HMC in respect of the new building.

- 6.4 If the Allottee(s)/Purchaser(s) fail to pay the aforesaid expenses or part thereof within the time as aforesaid, the Allottees/Purchasers shall be liable to pay interest at the rate of 10% percent per month on all the sums becoming due and payable. And Further, if any dues remain unpaid for sixty days, the Promoter or upon formation, the Association or Co-operative-Society or Private Limited Company shall be at liberty to disconnect and/or suspend all common services and/or utilities and/or facilities attached to the Allottee's/Purchaser's Apartment, such as water supply, electricity connection, use of lift, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges as mutually decided by all the occupiers;

7. **MISCELLANEOUS:**

- 7.1 After execution of this Deed and payment made as mentioned in the Memorandum of Consideration hereunder written, the Allottee(s)/Purchaser(s) shall be entitled to let out, grant lease and/or mortgage and/or in any way deal with the said Apartment for which no consent of the Owner/Vendor or Promoter shall be required. In such Case the new purchasers shall execute a fresh Deed of Sale and bind

himself/herself/itself/themselves in accordance with the terms and conditions contained herein, laid down by the Promoter and/or Association.

- 7.2 The right of the Allottee(s)/Purchaser(s) shall remain restricted to the said Apartment and the properties appurtenant thereto and in no event the Allottes/Purchasers shall be entitled and also hereby agrees not to claim any right in respect of the other parts or portions of the said new building or the said premises other than right of use of the common parts and amenities.
- 7.3 The name of the new building i.e. "THEME SUNSHINE" will not be changed without the consent of the Owner/Vendor and Promoter. The said name of the new building shall be displayed on the outside of the new building at all times forever, and also the mark of the builder as "___" shall be engraved at suitable place in front of the building forever.
- 7.4 The parties have executed this Deed purely on Principal to Principal basis and nothing contained herein shall be deemed to constitute a partnership between the parties or to be constructed as a joint venture or Joint ventures between the parties nor shall the parties constitute an association of persons. Each party shall keep the other party duly indemnified from and against the same.
- 7.5. This Deed contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon

either of the parties nor shall any provision of this Deed be terminated or waived except by written consent by both the parties. The Allottee(s)/Purchaser(s) acknowledges upon signing this Deed that no other agreement, conditions, stipulations representations guarantees or warranties have been made by the Owner/Vendor and the Promoter other than what is specifically set forth herein.

- 7.6 **VOTING RIGHTS:** This shall be dealt in detail during the formation of the Association.
- 7.7 All Laws, Rules and Regulations as spelt out and/or envisages in the Real Estate (Regulation and Development) Act, 2016 read with the Rules of the West Bengal Real Estate Regulatory Authority and the Apartment Ownership Act, 1972 and/or other allied laws will be applicable governing any disputes relating to the instant Deed of Sale.
- 7.8 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.
- 7.9 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 Promoter as per the Agreement for Sale and/or this Deed of Sale relating to such development is brought to the notice of the Promoter

within a period of 5 (five) years by the Allottee from the date of handing over possession beyond which no claim and/or allegation whatsoever by the Allottee(s)/Purchaser(s) shall be entertained by the Promoter and/or will not be tenable in the eye of law under any circumstances.

THE SCHEDULE - 'A' [SAID LAND]

ALL THAT piece or parcel of Bastu land measuring about 01 (One) Bigha, 12 (Twelve) Cottahs, 04 (Four) Chittaks and 27 (Twenty Seven) Square Feet, be the same or a little more or less, with all easement rights annexed thereto comprised at and under Mouza - Shibpur, Police Station – A.J.C. Bose B.Garden, District – Howrah, Pin - 711 109, being Premises No. 15/2, Andul Road, Howrah - 711 109, Sub-Registration and District Registration Office at Howrah, within the limit and jurisdiction of Howrah Municipal Corporation, under Ward No. 41, butted and bounded by:

On The North :By the pond of Seikh Abdul Rouf;

On The South :Partly By the land property of Sri Pradip Paul and Partly by Andul Road.

On The East :By the premises No. 17, Andul Road;

On The West :By the premises No. 14/12/16, Andul Road.

SCHEDULE - 'B' [SAID

FLAT]

ALL THAT the piece and parcel of One Self Contained/Independent Residential Flat/Unit, consisting of _____ Bed Rooms, _____ Dining-cum-Drawing Room, _____ Kitchen, _____ Toilets and _____ Balcony, with all fittings & fixtures, measuring super- built up area of about _____ sq. ft., be the same or a little more or less, having Marble Flooring, on the _____ FLOOR of theStoried Building, along with the Car Parking Space specifically marked as..... 120 sq. ft., be the same or a little more or less, located in the lying and situated in Mouza - Shibpur, Police Station –A.J.C. Bose B.Garden, District – Howrah, Pin - 711 109, being Premises No. 15/2, Andul Road, Howrah - 711 109, Sub-Registration and District Registration Office at Howrah, within the limit and jurisdiction of Howrah Municipal Corporation, under Ward No. 41,, which is more and fully described in the **First Schedule** hereinabove and together with the common facilities and proportionate share of common paths and areas comprised in the said Building, which is more, fully and particularly mentioned, described, enumerated, provided in the **Third Schedule** below and with the undivided proportionate and impartible share or interest in the **said land** and the **said Flat/Property** is delineated in the Sketch Plan or Map annexed hereto and demarcated with **RED** border and the aforesaid Sketch Plan or Map is treated as a part of this Deed of Agreement for Sale.

THE SCHEDULE – ‘C’

<u>Particulars</u>	<u>Percentage of Total Price</u>	<u>Amount (Rs.)</u>
On Booking		
At the time of execution of Agreement for Sale	15% (including Booking Amount)	

Within 45 days of execution of Agreement for Sale	5%	
On Completion of 1 st Floor Roof Casting	10%	
On Completion of 2 nd Floor Roof Casting	10%	
On Completion of 3 rd Floor Roof Casting	10%	
On Completion of 4 th Floor Roof Casting	10%	
On Completion of Brick Work of Apartment	10%	
On Completion of Flooring of Apartment	10%	
On or Before Possession of the Apartment	10%	
At the time of execution of Deed of Conveyance	10%	

THE SCHEDULE – ‘D’

(Common Areas and Common Parts appurtenant to the Apartment)

1. Entrance Lobby.
2. Staircase, Lift and Landings on all the floors.
3. Staircase Head Room & Lift Machine Room / Terrace.
4. Common installations on the roof above the top floor.
4. Rising Main Electrical lines from CESC installation to the D.B. inside the unit.
5. Electrical control Main Switch & Meter.
6. Main lines for Telephone & Antenna.

7. Electrical wiring, Switch Boards etc., for lighting in Staircases, landings & Roof/Terrace.
8. Overhead Water Storage Tanks.

(COMMON AREAS AND COMMON PARTS OUTSIDE THE BUILDING)

1. Open Passage from the Municipal Road to Lobby and Staircase Entry.
2. Open area at Front, sides & Rear of the Building.
3. Boundary wall and Gate at entry to the premises.
4. Electrical wirings for open area lighting & pump operation.
5. Septic Tank.
6. Underground sewage and storm water and waste water drainage & Surface Drain.
7. Water distribution Network including Pumpset.
8. Semi underground Water Storage Tank & Pump Room.
9. Sewage, Sewerage & Storm Water outlet pipes on the exterior faces of the building.

SCHEDULE – ‘E’ (EASEMENT)

1. The common areas, common parts and common facilities mentioned in the Schedule – ‘D’ hereto shall at all times to be held jointly by the Owners and/or occupiers of the different portions of the said land and shall be used and enjoyed by them in common amongst themselves and no owner or occupier of any floor and/or Apartment and/or space in the said land shall be entitled to make a partition or division thereof or claim

to have any exclusive or special right to any portion thereof, no owner or occupier of any portion of the said land shall use or allow to be used any part of the common area particularly the stair-case, lift and stair landings in any manner other than the purposes for which they exist.

2. The allottee/purchaser shall not use the said Apartment for any purpose whatsoever other than residential purpose and shall not use the said Apartment in such manner as may cause or likely to cause nuisance or annoyance to the owners and/or occupiers of any other Flat in the premises.
3. Each owner or occupier of Apartments in the premises shall use the said common areas and facilities for the purpose they are intended without hindering or encroaching upon the same or upon the lawful rights of owners and occupiers of other Apartments in the premises.
4. The management and control of the said land and the said five storied building shall remain vested in the Holding Organisation to be formed by the owners of the Apartments of the building as per provisions of the Bye Laws of the Holding Organisation.
5. It is obligatory upon the allottee/purchaser of the said Apartment to make payment of the liabilities herein before mentioned to the said Holding Organisation to whom the control and management for the maintenance of the common areas of the land shall remain vested.
6. Upon the Municipal rates payable in respect of the said land being apportioned and separate rate bills in respect of apportioned share (both

owner's and occupiers' shares) in respect of his/her said Apartment being issued by the Municipality and also upon the said Apartment being separately assessed by the Howrah Municipal Corporation and separate bills being issued, the liability of the Allottee/Purchaser for payment of Municipal tax shall cease. The Allottee/Purchaser shall however regularly and punctually pay all such rate bills and keep the Association of the Apartment Owners secured therefrom and the allottee/purchaser shall go on paying the monthly maintenance charges regularly.

7. In case any amount is realised from the Vendor or the Promoter/Developer or the Association by the Howrah Municipal Corporation or by any authorities of the State of West Bengal or the Central Government towards any betterment in respect of the open drain or anywhere in connection with the said premises hereafter the said Holding Organisation will be entitled to collect all the said dues from the respective Apartment Owners and pay the same to the Promoter/Developer as the case may be.
8. The Allottees/Purchasers shall at their cost maintain the said Apartment in proper states of repair and shall abide by all laws, bye-laws and rules and regulations as per provisions of the West Bengal Apartment Ownership Act, 1972.
9. The Allottee/Purchaser shall from time to time and at all times keep the said Apartment in good state of repairs and shall whenever necessary support and protect the same at their own cost.

10. The Allottee/Purchaser shall not at any time demolish or damage or allow to be demolished or damaged any portion of the said Apartment nor shall make any addition or alteration thereto, which may prejudicially affect the safety or security of the said premises or any portion thereof or alter the elevation of the said Apartment or Floor Space.
11. No owner of any portion of the said building shall do any act which may be prejudicial to the soundness or safety of the building or may in any way impair any easement or make any material change in the portion of the building purchased by him.
12. Each owner of different Apartment in the said building shall be entitled to apply for and to have such portion separately assessed in so far as the same is permissible in law.

SCHEDULE – 'F'

(MAINTENANCE OF COMMON PORTIONS, COMMON AREAS, COMMON PARTS AND COMMON FACILITIES)

1. The RCC Frame structure from Foundation to Roof, peripheri walls, lobby, corridors, stairs, passages, entrance and exit through the gate fixed on the Boundary wall, open areas on all sides of the building.
2. The underground & overhead water reservoir, septic tank & drainage, pumps and motor with electrical installation, pipes and in general, all apparatus and installations existing for common use.

3. The roof and parapet walls of the building, Lift Well & Lift Machine Room, all open area surrounding the building.
4. Common Services, such as water supply, running of Lift, installing and running of pump, lighting and cleaning of the common areas etc.
5. Such other common facilities as may be specifically provided for.

SCHEDULE – ‘G’ (COMMON

EXPENSES)

1. The expenses of maintaining, repairing, re-decorating (without affecting the RCC Frame Structure & elevation) of the main structures with roof and the outer faces of the building and in particular the shutter, rain- water, soil and other pipes and electric wires in under or upon the building to be enjoyed or used in common with the Occupiers / Purchasers of other Flats and the main entrance, passages, landings, lift and stair-case of the building enjoyed in common with the Occupiers / Purchasers of the other Flats in the said building.
2. The cost of repairing, maintaining, cleaning and lighting the passages, landings, stair-cases etc., and the other parts of the building.
3. The salaries of Jamadars, Care-takers, durwans, office clerks, bill collectors, Chowkidars, Sweepers, Electricians, Plumbers and other employees.
4. The cost of working and maintenance of pump, common lights and services.

5. All expenses of common services and in connection with common areas and facilities.
6. Insurance of the building against earth-quake, fire, violences, riots and other natural calamities, if such insurance is made.
7. Such other expenses as are necessary and incidental to the maintenance and up-keep of the premises to be decided by the Holding Organisation.

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

SIGNED, SEALED & DELIVERED

AT KOLKATA

In the presence of:-

WITNESSES:

1.

Signature of the Vendors

by Mr. TAPAN KUMARBANERJEE

as Constituted Attorney of the

Vendors:

2.

Signature of
Mr. TAPAN KMAR BANERJEE
Representative of the Promoter/Confirming Party

Signature of the Allottes/Purchasers

Prepared in my office

Advocate High

Court, Calcutta

MEMO OF CONSIDERATION

RECEIVED of and from the within named
ALLOTEE(S)/PURCHASER(S) the within mentioned total sum of
Rs. _____/- (Rupees _____ only) being the full and f
inal consideration as per memo hereunder written.

MEMO OF CONSIDERATION

Cheque No. _____ dated _____ of _____ Rs. _____ /-
_____ Bank, _____ Branch.

Cheque No. _____ dated _____ of _____ Rs. _____ /-
_____ Bank, _____ Branch.

Cheque No. _____ dated _____ of _____ Rs _____ /-
_____ Bank, _____ Branch.

Cheque No. _____ dated _____ of _____ Rs _____ /-
_____ Bank,
_____ Branch.

TOTAL =

Rs _____ /-

(Rupees _____ only)

Witnesses:

1.

2.

Signature of

Mr. TAPAN KUMAR BANERJEE

Representative of the

Promoter/Confirming Party

~~~~~ DATED

THIS                    TH DAY OF \_\_\_\_\_ 20\_\_\_\_\_

~~~~~

BETWEEN

SRI NITYA NANDA NANDY & ORS.

.....OWNERS/VENDORS

- A N D - *THEME*

PROJECTS PRIVATE LIMITE.

.....PROMOTER/CONFIRMING PARTY

- A N D -

----- & ANR.

.....PURCHASERS

DEED OF SALE

-----, Advocate

Chamber: