

DRAFT AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this _____ day of
_____,**TWO THOUSAND AND TWENTY (2020)**

BETWEEN

- 1. BINODE KUMAR SARAF**, son of Late Balkishan Saraf., having PAN being AKWPS4778D resident of 1, Jubilee Park, Block-3, Flat 3N, P.O.- Tollygunge, P.S. Jadavpur, Kolkata : 700033, West Bengal.
- 2. BIKRAM KUMAR SARAF**, son of Sri Binode Kumar Saraf, having PAN being AVRPS6829B resident of 1, Jubilee Park, Block-3, Flat 3N, P.O. Tollygunge, P.S. Jadavpur, Kolkata : 700033, West Bengal.
- 3. SUSHILA SARAF**, wife of Sri Binode Kumar Saraf, having PAN being AJBPS5447D resident of 1, Jubilee Park, Block-3, Flat 3N, P.O. Tollygunge, P.S. Jadavpur, Kolkata : 700033, West Bengal.
- 4. SANJAY SARAF**, son of Late Balkishan Saraf., having PAN being AJBPS5446C, resident of N.S.Road, Mohanbati, PO. & PS. Raiganj, Dist: Uttar Dinajpur, Pin: 733134, West Bengal.
- 5. SHANTA SARAF**, wife of Sri Sanjay Saraf, having PAN being CQHPS4275G resident of N.S.Road, Mohanbati, P.O. & P.S. Raiganj, Dist: Uttar Dinajpur, Pin: 733134, West Bengal.

6. IMPROVE TRADERS PRIVATE LIMITED, (Pan-AABCI8070N) a private limited company, having CIN - U51109WB2007PTC118422, having its registered office at 267, Burdwan Road, P.O. & P.S. Siliguri, District - Darjeeling, Pin- 734005, West Bengal, being represented by one of its director **SRI BIJAY CHOUDHARY** (PAN No. ACDPC0991P), son of Late Nandalal Choudhary, by faith Hindu, by occupation - Business, residing at 267, Burdwan Road, Ward No.- 9, P.O. & P.S. Siliguri, District - Darjeeling, Pin -734005, West Bengal.

hereinafter called and referred to as “**Owners**”, (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective successors, successors in interest and permitted assigns and in case of Individual, their respective heirs, executors, administrators, and permitted assigns) of the **FIRST PART**.

That the vendors no.- 1 to 5 herein are being represented by their constituted attorney **BALAJI DEVELOPERS**, having PAN being AAUFB7241C, a partnership firm, having its principal place of business at 267, Burdwan Road, Opposite Pushpa Villa, P.O. & P.S. Siliguri, Dist: Darjeeling, Pin: 734005, West Bengal, as per

terms of the partnership deed dated 21.02.2019 represented by its partners (1) **SRI BIJAY CHOUDHARY** (PAN: ACDPC0991P), son of Late Nandalal Choudhary, by faith - Hindu, by occupation - Business, residing at 267, Burdwan Road, P.O. & P.S. Siliguri, District - Darjeeling, Pin - 734005, West Bengal (2) **VRIDHI BARTER PRIVATE LIMITED** (PAN: AACCV6450G), a Company registered under the companies Act, 2013 having its registered office at 40/483/3, Babupara South, K.N. Choudhury Road, P.O. & P.S. - Siliguri, District - Darjeeling, Pin - 734005, West Bengal, represented by of it's Director namely **SRI BIJAY CHOUDHARY** (PAN: ACDPC0991P), son of Late Nandalal Choudhary, by faith - Hindu, by occupation - Business, residing at 267, Burdwan Road, P.O. & P.S. - Siliguri, District - Darjeeling, Pin - 734005, West Bengal, by virtue of a development power of attorney dated 17.05.2019 registered at the office of the A.R.A.-III and duly recorded in Book No.- I, Volume No: 1903-2019, Pages from 89941 to 89985, Being No 190302159 for the year 2019.

That the vendors no. 6 herein is being represented by its constituted attorney **BALAJI DEVELOPERS**, having PAN being AAUFB7241C, a partnership firm, having its principal place of business at 267, Burdwan Road, Opposite Pushpa

Villa, P.O. & P.S. Siliguri, Dist: Darjeeling, Pin: 734005, West Bengal, as per terms of the partnership deed dated 21.02.2019 represented by its partners (1) **SRI BIJAY CHOUDHARY** (PAN: ACDPC0991P), son of Late Nandalal Choudhary, by faith - Hindu, by occupation - Business, residing at 267, Burdwan Road, P.O. & P.S. Siliguri, District - Darjeeling, Pin - 734005, West Bengal (2) **VRIDHI BARTER PRIVATE LIMITED** (PAN: AACCV6450G), a Company registered under the companies Act, 2013 having its registered office at 40/483/3, Babupara South, K.N. Choudhury Road, P.O. & P.S. - Siliguri, District - Darjeeling, Pin - 734005, West Bengal, represented by of it's Director namely **SRI BIJAY CHOUDHARY** (PAN: ACDPC0991P), son of Late Nandalal Choudhary, by faith - Hindu, by occupation - Business, residing at 267, Burdwan Road, P.O. & P.S. - Siliguri, District - Darjeeling, Pin - 734005, West Bengal, by virtue of a development power of attorney dated 17.05.2019 registered at the office of the A.R.A.-III and duly recorded in Book No.- I, Volume No 1903-2019, pages from 89907 to 89940, Being No 190302160 for the year 2019.

AND

BALAJI DEVELOPERS, having PAN being AAUFB7241C, a partnership firm, having its principal place of business at 267, Burdwan Road, Opposite Pushpa Villa, P.O. & P.S. Siliguri, Dist: Darjeeling, Pin: 734005, West Bengal, as per terms of the partnership deed dated 21.02.2019 represented by its partners (1) **SRI BIJAY CHOUDHARY** (PAN: ACDPC0991P), son of Late Nandalal Choudhary, by faith – Hindu, by occupation – Business, residing at 267, Burdwan Road, P.O. & P.S. Siliguri, District – Darjeeling, Pin – 734005, West Bengal (2) **VRIDHI BARTER PRIVATE LIMITED** (PAN: AACCV6450G), a Company registered under the companies Act, 2013 having its registered office at 40/483/3, Babupara South, K.N. Choudhury Road, P.O. & P.S. – Siliguri, District – Darjeeling, Pin – 734005, West Bengal, represented by of it’s Director namely **SRI BIJAY CHOUDHARY** (PAN: ACDPC0991P), son of Late Nandalal Choudhary, by faith – Hindu, by occupation – Business, residing at 267, Burdwan Road, P.O. & P.S. – Siliguri, District – Darjeeling, Pin – 734005, West Bengal, hereinafter referred to as the “**Developer**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **Second Part;**

AND

....., (PAN:
) **s/o, w/o**, by
 Nationality: Indian, by faith: Hindu, by Occupation :
, and, (PAN:
) **s/o, w/o**, both
 residing at

hereinafter (jointly) referred to as the **“PURCHASERS”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors, administrators, representatives and assigns) of the **THIRD PART**

CHAPTER-I # DEFINITIONS

I. Unless, in this agreement, there be something contrary or repugnant to the subject or context:

1A.1 **ARCHITECT** shall mean Set Square Architecture & Interiors, 87/19/1 Bose Pukur Road, Kolkata: 700042 the Architects appointed by the DEVELOPER or such

other Architect as the DEVELOPER may appoint from time to time for the building complex.

1A.2 **NEW BUILDING/ BUILDING** shall mean the proposed multistoried building (Krishna Plaza) constructed by the Developer at the said Property in accordance with the Sanctioned Building Plan.

OWNERS wherever it is appearing shall mean and include

- 7. BINODE KUMAR SARAF**, son of Late Balkishan Saraf., having PAN being AKWPS4778D, resident of 1, Jubilee Park, Block-3, Flat 3N, P.O. Tollygunge, P.S. Jadavpur, Kolkata : 700033, West Bengal.
- 8. BIKRAM KUMAR SARAF**, son of Sri Binode Kumar Saraf, having PAN being AVRPS6829B, resident of 1, Jubilee Park, Block-3, Flat 3N, P.O. Tollygunge, P.S. Jadavpur, Kolkata : 700033, West Bengal.
- 9. SUSHILA SARAF**, wife of Sri Binode Kumar Saraf, having PAN being AJBPS5447D, resident of 1, Jubilee Park, Block-3, Flat 3N, P.O. Tollygunge, P.S. Jadavpur, Kolkata : 700033, West Bengal.
- 10. SANJAY SARAF**, son of Late Balkishan Saraf., having PAN being AJBPS5446C, resident of N.S.Road, Mohanbati,

PO. & PS. Raiganj, Dist: Uttar Dinajpur, Pin: 733134, West Bengal.

11. SHANTA SARAF, wife of Sri Sanjay Saraf, having PAN being CQHPS4275G, resident of N.S.Road, Mohanbati, PO. & PS. Raiganj, Dist: Uttar Dinajpur, Pin: 733134, West Bengal.

12. IMPROVE TRADERS PRIVATE LIMITED, (Pan-AABCI8070N) a private limited company, having CIN - U51109WB2007PTC118422, having its registered office at 267, Burdwan Road, P.O. & P.S. Siliguri, District: Darjeeling, Pin: 734005, West Bengal, being represented by one of its director **SRI BIJAY CHOUDHARY** (PAN No. ACDPC0991P), son of Late Nandalal Choudhary, by faith Hindu, by occupation - Business, residing at 267, Burdwan Road, Ward No. 9, P.O. & P.S. Siliguri, District: Darjeeling, Pin: 734005, West Bengal.

and shall include their heirs, executors, administrators, legal representatives and assigns;

1A.3 **DEVELOPER** shall mean and include the said **BALAJI DEVELOPERS**, having PAN being AAUFB7241C, a partnership firm, having its principal place of business at 267, Burdwan Road, Opposite Pushpa Villa, P.O. &

P.S. & Siliguri, Dist: Darjeeling, Pin: 734005, West Bengal, as per terms of the partnership deed dated 21.02.2019 represented by its partners (1) **SRI BIJAY CHOUDHARY** (PAN: ACDPC0991P), son of Late Nandalal Choudhary, by faith – Hindu, by occupation – Business, residing at 267, Burdwan Road, P.O. & P.S. Siliguri, District: Darjeeling, Pin – 734005, (2) SRI GANESH KUMAR GOENKA (PAN: AFHPG4576R), son of Late Sriram Goenka, by faith – Hindu, by occupation – Business, residing at UDYAN, South Babupara, K.N. Choudhury road, P.O. & P.S. SILIGURI District – Darjeeling PIN-734004, West Bengal (3) **VRIDHI BARTER PRIVATE LIMITED** (PAN: AACCV6450G), a Company registered under the companies Act, 2013 having its registered office at 40/483/3, Babupara South, K.N.Choudhury Road, P.O. & P.S. Siliguri, District: Darjeeling, Pin: 734004, West Bengal, represented by of it's Director namely SRI GANESH KUMAR GOENKA (PAN: AFHPG4576R), son of Late Sriram Goenka, by faith – Hindu, by occupation – Business, residing at UDYAN, South Babupara, K.N. Choudhury road, P.O. & P.S. SILIGURI District – Darjeeling PIN-734004, West Bengal,

and its successor or successors - in - interest, transferors, nominee/s and/or assigns.

1A.4 **PURCHASERS** shall mean and include their heirs executors, administrators, representatives and assigns, but not include nominee or nominees.

1A.5 **COMMON FACILITIES/PORTIONS** shall include paths passages, stairways, elevator, water courses, drains, sewers and other spaces and facilities whatsoever expressly to be specified by the Developer upon completion of the new building for enjoyment by the Flat/Unit Owners subject to payment of maintenance charges in favour of Developer or maintenance-in-charge.

1A.6 **MAINTENANCE -IN-CHARGE** shall mean and include the Developer herein till the formation of the Association to be formed by the Developer.

1A.7 **CONSTRUCTED SPACE** shall mean the space in the said New Building available for independent use and

occupation including the space demarcated for common facilities and services.

1A.8 **PROPERTY/PREMISES** shall mean and include the said **Property** morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.

1A.9 **PLAN** shall mean the map or plan sanctioned by the **Raiganj Municipality** for construction of the said New Buildings on the said Property with such other variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned and shall also include all working drawings to be got prepared by the Developer.

1A.10 **“Co-owners”** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase and taken possession of any Unit including the Developer for those units not alienated or agreed to be alienated by the Developer.

1A.11 **“Common Areas and Installations”** shall mean and include the areas installations and facilities comprised in the said premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** hereunder written and expressed or intended by the Developer for common use and enjoyment of the Co-owners **But shall not include** Parking Spaces and other open and covered spaces at or within the said premises (including the open spaces surrounding the Building at the said premises) which shall be and always be deemed to be excepted and reserved unto the Developer and the Developer may use or permit to be used for parking of motor cars or construction and/or such purposes as the Developer may deem fit and proper and the Developer shall have the absolute right to deal with the same, to which the Purchaser hereby consents.

1A.12 **“Common Expenses”** shall mean and include all expenses for the maintenance, management, upkeep, security and administration of the said premises and in particular the Common Areas and Installations and rendition of common services in common to the Co-

owners and all other expenses for the Common Purposes including those mentioned in the **FOURTH SCHEDULE** hereunder written to be contributed borne paid and shared by the Co-owners.

1A.13 **“Common Purposes”** shall mean and include the purposes of managing, maintaining, up-keeping, security and administering the said premises and in particular the Common Areas and Installations, rendition of services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners of the Unit and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas and Installations in common.

1A.14 **“Units”** shall mean the independent and self-contained flats, shops, showrooms, offices and other constructed spaces in the Building at the said premises capable of being exclusively held or occupied by a person.

1A.15 **“Parking Spaces”** shall mean spaces in or portion of the Ground Floor of the Building and also open spaces at the ground level of the said premises as expressed or intended by the Developer, at their sole discretion, for parking of motor cars/two wheelers etc including the mechanical parking.

1A.16 **SUPER BUILT-UP- AREA :** shall include the built up area of the Unit and proportionate share of stair head room, lift machine room, service unit of ground floor, fire water pump, U.G. ring for hydrant, overhead and/or Underground fire reservoir, fire refuge platforms, pump rooms, septic tank, domestic water pump, Overhead domestic water tank, fire duct, electrical duct, lift service duct, shafts, lofts and other infrastructure area including area for common purpose and mandatory open space in the said building.

1A.17 **BUILT UP- AREA:** shall in relation to the said Unit in the Building mean and include the covered/plinth area of such Unit and include the thickness of the external and internal walls thereof and columns therein PROVIDED THAT if any wall or column be common between two units, then one half of the

area under such wall or column shall be included in the area of each such Unit.

1A.18 **CARPET AREA:** means the net usable floor area of the apartment, excluding the area covered by external walls, areas under service shafts, exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

1A.19 **“proportionate”** or **“proportionately”** or **“proportionate share”** according to the context shall mean the proportion in which the built-up area of any Unit may bear to the built-up area of all Units in the Building **Provided That** where it refers to the share of the Purchaser or any co-owner in any rates and/or taxes then such share of the whole shall be determined on the basis such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be shared on the basis of area rental income consideration or user of their respective units by the Purchaser and the other Co-owners respectively).

1A.20 **“said Unit”** shall mean the Unit morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and wherever the context so permits shall include the right of parking one motor car at the Parking Space at the said premises, if so specifically and as expressly mentioned and described in the **SECOND SCHEDULE**.

1A.21 **“Advocates”** shall mean firm/individual/advocate or solicitor so appointed by the DEVELOPER, inter alia, for preparation of this agreement and conveyance for transfer of the said Unit from time to time.

1A.22 **FORCE MAJEURE** shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, accumulation of rain water or any unforeseen weather condition, lockout, Pandemic, strike, go-slow, riots, civil disturbances, insurgency, enemy action, war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work, injunction or orders of any Government/ Civic Bodies/Gram

Panchayat or any other authorities or any act of negligence and/or omissions and/or commissions and/or misrepresentation by the Owner AND THE MATTERS TO WHICH THE DEVELOPER HAS NO DIRECT CONTROL.

1A.23 **NOTICE** shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.

1A.24 **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 space in multistoried buildings to PURCHASER thereof and will include the meaning of the said terms as defined in the Income Tax Act 1961 and the Transfer of Property Act.

1A.25 Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

1A.26 Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

1A.27 The Promoter has applied for the registration of the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority, Application No: NPR-01316 on 18.06.2020 and undertakes that it shall inform the allottee about the receipt of the registration as when the same is obtained.

CHAPTER-II:

1. Devolution of the property of land owners nos. 1 to 5 namely i) BINODE KUMAR SARAF, ii) BIKRAM KUMAR

**SARAF, iii) SUSHILA SARAF, iv) SANJAY SARAF, v)
SHANTA SARAF,**

WHEREAS:-

1. By a Deed of Sale dated 24.08.1960 registered at the office of the S.R. - Raiganj, West Dinajpur, duly recorded in Book No. I, Being No. 10504 for the year 1960, one Smt. Parbati Debi Agarwala, wife of Late Mahadeb Agarwala, therein described as the vendor of the one part and (1) Bajrang Lal Agarwala, 2) Sri Jhabar Mal Agarwala (3) Sri Balkishan Agarwala, son of Late Nagarmal Saraf, all are residing at Mohanbati, P.O. & P.S. - Raiganj in the District of Paschim Dinajpur therein described as the purchasers of the other part, said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed unto and in favour of the purchasers therein all that piece and parcel of land measuring about **24** decimal more or less in Dag No. 339,340,341 under Khatian No. 167 of Mouza - Barua, J.L. No. 152, Touzi No. 912, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.

2. By a Deed of Sale dated 15.07.1967 registered at the office of the S.R. - Raiganj, West Dinajpur, duly recorded in Book No. I, Volume No. 98, Pages from 146 to 149, Being No. 11134 for the year 1967, one Sri Jeth Mal Baid, son of Late Harmal Baid therein described as the vendor of the one part and (1) Smt. Mohini Debi, wife of Sri Jhabarmal Saraf, (2) Sri Balkishan Saraf, son of Late Nagarmal Saraf, (3) Sri Om Prakash Saraf, son of Sri Bajrang Lal Saraf, (4) Sri Jugal Kishore Saraf, son of Bajrang Lal Saraf all are residing at Mohanbati, P.O. & P.S. - Raiganj in the District of Paschim Dinajpur therein described as the purchasers of the other part, said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed unto and in favour of the purchasers therein all that piece and parcel of land measuring about **11.5** decimal more or less in Dag No. 342 and **4** decimal more or less in Dag No. 343 under Khatian No. 165 of Mouza - Barua, J.L. No. 152, Touzi No. 912, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.

3. By a Deed of Sale dated 15.07.1967 registered at the office of the S.R. - Raiganj, West Dinajpur, duly recorded in Book No. I, Volume No. 98, Pages from 150 to 153, Being No. 11135 for the year 1967, one Sri Shanti Lal Baid, son of Sri Jeth Mal Baid therein described as the vendor of the one part and (1) Smt. Mohini Debi, wife of Sri Jhabarmal Saraf, (2) Sri Balkishan Saraf, son of Late Nagarmal Saraf, (3) Sri Om Prakash Saraf, son of Sri Bajrang Lal Saraf, (4) Sri Jugal Kishore Saraf, son of Bajrang Lal Saraf all are residing at Mohanbati, P.O. & P.S. - Raiganj in the District of Paschim Dinajpur therein described as the purchasers of the other part, said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed unto and in favour of the purchasers therein all that piece and parcel of land measuring about **11.5** decimal more or less in Dag No. 342 under Khatian No. 165 of Mouza - Barua, J.L. No. 152, Touzi No. 912, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.

4. By virtue of the aforesaid two deed of sale said 1) Smt. Mohini Debi, (2) Sri Balkishan Saraf, son of Late Nagarmal Saraf, (3) Sri Om Prakash Saraf, (4) Sri Jugal Kishore Saraf was became the owners of 27 Decimals more or less and each became the owner of 6.75 Decimals more or less and also seized and possessed thereof free from all encumbrances and charges in any manner whatsoever.
5. By a Deed of Sale dated 22.03.1971 registered at the office of the S.R. - Raiganj, West Dinajpur, duly recorded in Book No. I, Volume No. 48, Pages from 136 to 138, Being No. **4756** for the year 1971, said Bajrang Lal Agarwala, son of Late Mahadeb Agarwalal, therein described as the vendor of the one part and Sri Balkishan Agarwala, son of Late Nagarmal Saraf, all are residing at Mohanbati, P.O. & P.S. - Raiganj in the District of Paschim Dinajpur therein described as the purchaser of the other part, said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed unto and in favour of the purchaser therein all that piece and parcel of land measuring about **8** decimal more or less in Dag No. 339,340,341 under Khatian No. 167 of Mouza - Barua,

J.L. No. 152, Touzi No. 912, P.S. – Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.

6. By a Deed of Sale dated 22.03.1971 registered at the office of the S.R. – Raiganj, West Dinajpur, duly recorded in Book No. I, Volume No. 48, Pages from 143 to 145, Being No. **4758** for the year 1971, said Jhabarmal Agarwala, son of Late Mahadeb Agarwalal, therein described as the vendor of the one part and Sri Balkishan Agarwala, son of Late Nagarmal Saraf, all are residing at Mohanbati, P.O. & P.S. – Raiganj in the District of Paschim Dinajpur therein described as the purchaser of the other part, said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed unto and in favour of the purchaser therein all that piece and parcel of land measuring about **8** decimal more or less in Dag No. 339,340,341 under Khatian No. 167 of Mouza – Barua, J.L. No. 152, Touzi No. 912, P.S. – Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.

7. Thus said Balkishan Agarwala (saraf) became the owner of said 6.75 Decimals more or less and 24 Decimals more or less total area of land measuring about **30.75** Decimals more or less and possessed thereof free from encumbrances and charges in any manner whatsoever.
8. By a deed of sale dated 22.03.1971 registered at the office of the S.R. – Raiganj and duly recorded in Book No. I, Volume No. 52, Pages from 127 to 128, Being No. **4754** for the year 1971 said Om Prakash Saraf therein described as the vendor of the one part and Smt. Gigi Debi Saraf, wife of Late Nagarmal Saraf therein described as the purchaser of the other part the said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed all that piece and parcel of bastu land measuring about **5.75** decimal more or less in Dag No. 342 and **1** decimal more or less in Dag No. 343 under Khatian No. 165 of Mouza – Barua, J.L. No. 152, Touzi No. 912, P.S. – Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.
9. By a deed of sale dated 22.03.1971 registered at the office of the S.R. – Raiganj and duly recorded in Book

No. I, Volume No. 52, Pages from 129 to 131, Being No. **4755** for the year 1971 said Smt. Mohini Debi therein described as the vendor of the one part and Smt. Gigi Debi Saraf, wife of Late Nagarmal Saraf therein described as the purchaser of the other part the said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed all that piece and parcel of bastu land measuring about **5.75** decimal more or less in Dag No. 342 and **1** decimal more or less in Dag No. 343 under Khatian No. 165 of Mouza – Barua, J.L. No. 152, Touzi No. 912, P.S. – Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.

10. By a deed of sale dated 22.03.1971 registered at the office of the S.R. – Raiganj and duly recorded in Book No. I, Volume No. 52, Being No. **4757** for the year 1971 said Sri Jugal Kishore Saraf therein described as the vendor of the one part and Smt. Gigi Debi Saraf, wife of Late Nagarmal Saraf therein described as the purchaser of the other part the said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed all that piece and parcel of

bastu land measuring about **5.75** decimal more or less in Dag No. 342 and **1** decimal more or less in Dag No. 343 under Khatian No. 165 of Mouza – Barua, J.L. No. 152, Touzi No. 912, P.S. – Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.

11. By a deed of sale dated 22.06.1971 registered at the office of the S.R. – Raiganj and duly recorded in Book No. I, Being No. **6255** for the year 1971 Smt. Sushila Joshi, wife of Sri Ram Chandra Joshi, therein described as the vendor of the one part and Smt. Gigi Debi Saraf, wife of Late Nagarmal Saraf therein described as the purchaser of the other part the said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed all that piece and parcel of bastu land measuring about **2** Cottah **10** Chittacks more or less at Mouza – Barua, J.L. No. 152, Touzi No. 912, Dag No. 344 under Khatian No. 162/1, P.S. – Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.

12. By virtue of the aforesaid two deed of sale said Gigi Debi became the absolute owner of all that piece and parcel of land measuring about **24.581** Decimals more or less and absolutely seized and possessed thereof free from all encumbrances and charges in any manner whatsoever.

13. By a deed of gift dated 02.03.2001, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- I, Being No.- 6766, for the year 2001, one Smt. Gigi Debi, wife of Late Nagarmal Saraf, of Mohanbati, P.S. Raiganj, District - Uttar Dinajpur, therein described as the donor of the one part and Sri Ashok Saraf, son of Balkishan Saraf, of Mohanbati, P.S. Raiganj, District - West Dinajpur, therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, conveyed All that piece and parcel of land measuring about **1700** Sft. More or less together with structure standing thereupon lying and situated at Mouza- Barua, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 162/1, dag No.- 344 an area of bastu land measuring about 638 Sft more or less, and in Khatian No.- 165, dag No.- 342 an area of land measuring about 1062 Sft more or less

at P.S. Raiganj, in the Distirct of West Dinajpur at present Uttar Dinajpur, morefully and particularly described in the schedule written therein.

14. By a deed of gift dated 07.03.2001, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- I, Being No.- 6767, for the year 2001, one Smt. Gigi Debi, wife of Late Nagarmal Saraf, of Mohanbati, P.S. Raiganj, District - Uttar Dinajpur, therein described as the donor of the one part and Sri Ashok Kumar Saraf, son of Balkishan Saraf, of Mohanbati, P.S. Raiganj, District - West Dinajpur, therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, conveyed All that piece and parcel of land measuring about **2006** Sft. More or less together with structure standing thereupon lying and situated at Mouza-Barua, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 162/1, dag No.- 344 an area of bastu land measuring about 408 Sft more or less, and in Khatian No.- 165, dag No.- 342 an area of land measuring about 1598 Sft more or less at P.S. Raiganj, in the Distirct of West Dinajpur at present Uttar Dinajpur, morefully and particularly described in the schedule written therein.

15. By a deed of gift dated 08.03.2001, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- I, Being No.- 6768, for the year 2001, one Smt. Gigi Debi, wife of Late Nagarmal Saraf, of Mohanbati, P.S. Raiganj, District - Uttar Dinajpur, therein described as the donor of the one part and Sri Ashok Saraf, son of Balkishan Saraf, of Mohanbati, P.S. Raiganj, District - West Dinajpur, therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, conveyed All that piece and parcel of land measuring about **1350** Sft. More or less together with structure standing thereupon lying and situated at Mouza- Barua, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 162/1, dag No.- 344 an area of bastu land measuring about 408 Sft more or less, and in Khatian No.- 165, dag No.- 342, 343 & 344 at P.S. Raiganj, in the District of West Dinajpur at present Uttar Dinajpur, morefully and particularly described in the schedule written therein.
16. By virtue of the aforesaid three separate deed of gift said Gigi Debi gifted, transferred and conveyed all that piece and parcel of land measuring about 5056 sq.ft. more or less is equivalent to 11.586 decimal more or

less thus said Gigi Debi became the owner of remaining area of land measuring about 12.995 decimal more or less and also possessed thereof free from all encumbrances and charges in any manner whatsoever.

17. Thereafter said Gigi Devi died intestate and her husband Nagarmal Saraf died intestate leaving behind their only one son Balkishan Saraf (Agarwala) as their legal heirs and successors to the property and estate left by the said Gigi Devi and Nagarmal Saraf.

18. As per provision of the Law of Hindu Succession Act, 1956 and also by virtue of purchase said Balkishan Saraf became the owners of all that land measuring about 30.75 decimal more or less and 12.995 decimal more or less i.e, total area of land measuring about **43.745** decimal more or less and duly mutated his name separately in the records of concerned B.L. & L.R.O. as L.R. Khatian No. 938 under R.S. Dag No. 339,340,341, 342 & 343, at present L.R. Dag No. 2894 and also seized, possessed thereof free from all encumbrances and charges in any manner whatsoever.

19. By a Deed of Gift dated 06.09.2005 registered at the office of the A.D.S.R. - Sadar, Raiganj and duly

recorded in Book No. I, Being No. 3631 for the year 2005 said Balkishan Saraf (Agarwala) therein described as the donor of the one part and Smt. Khusbu Saraf, wife of Sri Umesh Saraf therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, transferred and conveyed all that piece and parcel of land measuring about **6.87489** decimal more or less is equivalent to 4.166 Cottahs more or less together with pucca building standing thereupon lying and situated at Mouza – Barua, J.L. No. 152, L.R. Khatian No. 938, L.R. Dag No. 2894, P.S.- Raiganj in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein.

20. By a deed of sale dated 11.12.2009 registered at the office of the A.D.S.R. – Raiganj and duly recorded in Book No. I, CD Volume No. 24, Pages from 778 to 793, Being No. 08901 for the year 2009 Smt. Khusbu Saraf, wife of Sri Umesh Saraf of N.S. Road, Mohanbati, P.O. & P.S. – Raiganj, Pin - 733134 therein described as the vendor of the one part and Smt. Chandana Bhowmick, wife of Sri Agnishwar Bhowmick of N.S. Road, Mohanbati, P.O. & P.S. – Raiganj, Pin – 733134 therein

described as the purchaser of the other part the said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed all that piece and parcel of land measuring about 0.9458 decimal more or less is equivalent to **412.75** sq.ft. more or less together with one storied brick built structure standing thereupon having covered area of 169 sq.ft. more or less lying and situated at Mouza – Barua, J.L. No. 152, L.R. Khatian No. 2477, R.S. Dag No. 342, L.R. Dag No. 2894, P.S. – Raiganj in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein.

21. Thus said Khusbu Saraf became the owner of remaining area of land measuring about **5.92909** Decimals more or less and also seized, possessed thereof free from all encumbrances and charges in any manner whatsoever.

22. By a General Power of Attorney dated 10.08.2018 registered at the office of the A.D.S.R. – Siliguri and duly recorded in Book No. IV, Volume No. 402 – 2018, Pages from 12493 to 12512, Being No. 040200522 for the year 2018, Smt. Khushbu Saraf alias Khushbu Saraf Agarwala granted power of attorney unto and in favour of Sri Binode Kumar Saraf son of Late Bal

Kishan Agarwala (saraf) in respect of the all that piece and parcel of land measuring about **5.92909** decimal more or less is equivalent to **3** Cottahs **9** Chittacks **23** sq.ft. more or less lying and situated at Mouza – Barua, Touzi No. 426/912, J.L. No. 152, R.S. Khatian No. 165 & 370, L.R. Khatian No. 2477, R.S. Dag No. 342, L.R. Dag No. 2894, P.S. – Raiganj, A.D.S.R. – Raiganj, in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein.

23. By a deed of sale dated 07.05.2019 Registered at the office of the A.D.S.R. Raiganj and duly recorded in Book no.- I, Volume No 1804-2019, pages 66208 to 66230, Being No.- 180403743, for the year 2019, said Smt. Khushbu Saraf alias Khushbu Saraf Agarwala through her attorney Sri Binode Kumar Saraf son of Late Balkishan Agarwala (saraf) for the valuable consideration mentioned therein granted, sold , transferred and conveyed Unto and in favour of the purchaser therein Sri Bikram Kumar Saraf all that piece and parcel of land measuring about **5.92909** decimal more or less is equivalent to **3** Cottahs **9** Chittacks **19** sq.ft. more or less lying and situated at Mouza – Barua, Touzi No. 426/912, J.L. No. 152, R.S. Khatian No. 165 & 370, L.R. Khatian No. 2477, R.S. Dag No. 342, L.R. Dag No. 2894, P.S. – Raiganj, A.D.S.R. – Raiganj, in the District of Uttar Dinajpur, more fully and particularly

described in the schedule written therein.

24. By a Deed of Gift dated 06.09.2005 registered at the office of the A.D.S.R. – Sadar, Raiganj and duly recorded in Book No. I, Being No. 213 for the year 2006 said Balkishan Saraf (Agarwala) therein described as the donor of the one part and **Smt Shanta Saraf**, wife of Sri Sanjay Saraf therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, transferred and conveyed all that piece and parcel of land measuring about **5.600** decimal more or less is equivalent to 3.394 Cottahs more or less together with pucca building standing thereupon lying and situated at Mouza – Barua, J.L. No. 152, L.R. Khatian No. 938, L.R. Dag No. 2894, P.S.- Raiganj in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein.

25. By a Deed of Gift dated 03.05.2012 registered at the office of the A.D.S.R. – Raiganj and duly recorded in Book No. I, CD Volume No. 12, Pages from 1546 to 1556, Being No. 04258 for the year 2012 said Sri Balkishan Agarwala (Saraf), son of Late Nagarmal Agarwal (Saraf) of N.S. Road, Mohanbati, P.O. & P.S. – Raiganj, District – Uttar Dinajpur therein described as the

donor of the one part and **Sri Sanjay Saraf**, son of Balkishan Saraf of N.S. Road, Mohanbati, P.O. & P.S. – Raiganj, District – Uttar Dinajpur therein described as the donee of the other part the said donor out of natural love and affection thereby gifted, transferred unto and in favour of his son all that piece and parcel of Bastu land measuring about 1574.50 sq.ft. more or less is equivalent to **3.6082** Decimals more or less lying and situated at Mouza – Barua, Touzi No. 426/912, J.L. No. 152, P.S. – Raiganj, A.D.S.R. – Raiganj, in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein details of dag no. khatian no. and area of land are following hereunder –

R.S. Dag No.	L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Area of land
341	2894	162	938	200 sq.ft.
342	2894	162	938	1000 sq.ft.
343	2894	162	938	374.50 sq.ft.
(Total area of land 1574.50 sq.ft. is equivalent to 3.6082 Decimals more or less)				

26. By a Deed of Gift dated 09.05.2012 registered at the office of the A.D.S.R. – Raiganj and duly recorded in Book No. I, Volume No. 12, Pages from 1617 to 1632, Being No. 04267 for

the year 2012 said Sri Balkishan Saraf (Agarwala), son of Late Nagarmal Agarwal (Saraf) of N.S. Road, Mohanbati, P.O. & P.S. – Raiganj, District – Uttar Dinajpur therein described as the donor of the one part and **Smt Shanta Saraf**, wife of Sri Sanjay Saraf of N.S. Road, Mohanbati, P.O. & P.S. – Raiganj, District – Uttar Dinajpur therein described as the donee of the other part the said donor out of natural love and affection thereby gifted, transferred unto and in favour of her daughter-in-law all that piece and parcel of Bastu land measuring about 520 sq.ft. more or less is equivalent to **1.1916** decimals lying and situated at Mouza – Barua, Touzi No. 426/912, J.L. No. 152, P.S. – Raiganj, A.D.S.R. – Raiganj, in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein details of dag no. khatian no. area of land area following hereunder :-

R.S. Dag No.	L.R. No.	Dag	R.S. Khatian No.	L.R. Khatian No.	Area of land
340	2894		167	938	120 sq.ft.
341	2894		165	938	400 sq.ft.
(Total area of land 520 sq.ft. is equivalent to 11 Chittacks 25 sq.ft. more or less)					

27. By a Deed of Gift dated 03.05.2012 registered at the office of the A.D.S.R. – Raiganj and duly recorded in Book No. I, CD Volume No. 12, Pages from 1644 to 1654, Being No. 04269 for

the year 2012 said Sri Balkishan Agarwala (Saraf), son of Late Nagarmal Agarwal (Saraf) of N.S. Road, Mohanbati, P.O. & P.S. – Raiganj, District – Uttar Dinajpur therein described as the donor of the one part and **Sri Sanjay Saraf**, son of Balkishan Saraf of N.S. Road, Mohanbati, P.O. & P.S. – Raiganj, District – Uttar Dinajpur therein described as the donee of the other part the said donor out of natural love and affection thereby gifted, transferred unto and in favour of his son all that piece and parcel of Bastu land measuring about **1781.50** sq.ft. more or less is equivalent to 2 Cottah 7 Chittacks 26.50 sq.ft. more or less 4.0826 decimals more or less lying and situated at Mouza – Barua, Touzi No. 426/912, J.L. No. 152, P.S. – Raiganj, A.D.S.R. – Raiganj, in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein details of dag and khatian no. and area of land area following hereunder :-

R.S. Dag No.	L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Area of land
341	2894	167	938	300 sq.ft.
342	2894	165	938	1200 sq.ft.
343	2894	165	938	281.50 sq.ft.
(Total area of land 1781.5 sq.ft. is equivalent to 2 Cottahs 7 Chittacks 26.5 sq.ft. more or less)				

28. by an agreement dated 25.11.2009, registered at the office of the D.S.R. Uttar Dinajpur and duly recorded in Book No.- IV,

Volume No.- 1, Pages 221 to 233, Being No.- 00024, for the year 2009, Sri Balkishan Saraf, son of Late Nagarmal Saraf, of Mohanbati, N.S. Road, Raiganj, Uttar Dinajpur, therein described as the first party, Sri Ashok Saraf, son of Sri Balkishan Saraf, of Mohanbati, N.S. Road, Raiganj, Uttar Dinajpur therein described as the second party and Smt. Khusbu Saraf, wife of Sri Umesh Saraf of Mohanbati, N.S. Road, Raiganj, Uttar dinajpur, therein described as the Third party, said parties were jointly for their more effectual uses of their own land for the purpose of ingress and egress from their own land to the main road **first Party** allowed to use jointly along with second party and third party with his land area of 765 Sft. more or less is equivalent to **1** Cottah **1** Chittacks more or less at Mouza-Barua, J.L. No.- 152, L.R. Dag No.- 2894, L.R. Khatian no.- 938, P.S.- Raiganj, District Uttar Dinajpur, **Second Party** allowed to use jointly along with First party and third party with his land area of 318.50 Sft. more or less is equivalent to **7** Chittacks **3.50** Sft more or less at Mouza-Barua, J.L. No.- 152, L.R. Dag No.- 2894, L.R. Khatian no.- 938, P.S.- Raiganj, District Uttar Dinajpur, **Third Party** allowed to use jointly along with First party and Second party with his land area of 104.50 Sft. more or less is equivalent to **1** Chittacks **14.50** Sft more or less at Mouza-Barua, J.L. No.-

152, L.R. Dag No.- 2894, L.R. Khatian no.- 2477, P.S.- Raiganj, District Uttar Dinajpur, morefully and particularly described in the schedule written therein.

29. By a deed of gift dated 31.12.2010 registered at the office of the District Sub Registrar Uttar Dinajpur and duly recorded in Book No.- I, Volume No.- 25, Pages 675 to 689, Being No.- 08949 for the year 2010, Said Balkishan Agarwala (Saraf) therein described as the Donor of the one part and Sri Binode Kumar Saraf , son of Sri Bal Kishan Agarwala (Saraf) therein described as the Donee of the other part , said Donor out of natural love and affection thereby gifted, transferred and conveyed All that piece and parcel of Bastu land measuring about 2510 Sft more or less is equivalent to **5.752** Decimals more or less lying and situated at Mouza – Barua, J.L. No. 152, Touzi No.- 426/912, L.R. Khatian No. 938, R.S. Dag No.- 340, L.R. Dag No. 2894, P.S.- Raiganj, within Raiganj Municipality , N.S. Road, Mohanbati, in the District of Uttar Dinajpur morefully and particularly described in the schedule written therein.

30. By a deed of gift dated 31.12.2010 registered at the office of the District Sub Registrar Uttar Dinajpur and duly recorded in Book No.- I, Volume No.- 25, Pages 701 to 715, Being No.- 08951 for the year 2010, Said Balkishan Agarwala (Saraf) therein described as the Donor of the one part and Smt Sushila Saraf, wife of Sri Binode Kumar Saraf therein described as the Donee of the other part, said Donor out of natural love and affection thereby gifted, transferred and conveyed All that piece and parcel of Bastu land measuring about 2015 Sft more or less is equivalent to **4.6177** Decimals more or less lying and situated at Mouza – Barua, J.L. No. 152, Touzi No.- 426/912, L.R. Khatian No. 938, R.S. Dag No.- 340, L.R. Dag No. 2894, P.S.- Raiganj, within Raiganj Municipality , N.S. Road, Mohanbati, in the District of Uttar Dinajpur morefully and particularly described in the schedule written therein.

31. By a deed of gift dated 04.07.2013 registered at the office of the District Sub Registrar Uttar Dinajpur and duly recorded in Book No.- I, Volume No.- 13, Pages 5238 to 5247, Being No.- 05017 for the year 2013, Said Smt Sushila Saraf therein described as the Donor of the one part and Sri Binode Kumar Saraf therein

described as the Donee of the other part , said Donor out of natural love and affection thereby gifted, transferred and conveyed All that piece and parcel of Bastu land measuring about 997 Sft more or less is equivalent to **2.28479** Decimals more or less lying and situated at Mouza - Barua, J.L. No. 152, Touzi No.- 426/912, L.R. Khatian No. 938, R.S. Dag No.- 340, L.R. Dag No. 2894, P.S.- Raiganj, within Raiganj Municipality , N.S. Road, Mohanbati, in the District of Uttar Dinajpur morefully and particularly described in the schedule written therein.

32. Thereafter said Balkishan Saraf (Agarwala) died intestate on 07.11.2012 living behind his wife Smt. Rajkumari Saraf and two daughters namely Sarla Maskara, Bela Agarwal, four sons namely Binode Kumar Saraf, Ashok Saraf, Sanjay Saraf, Umesh Saraf as his legal heirs and successors to the property and estate left by the said Balkishan Saraf (Agarwala).

33. As per provision of the Law of Hindu Succession Act, 1956 Smt. Rajkumari Saraf, Sarla Maskara, Bela Agarwal, Binode Kumar Saraf, Ashok Saraf, Sanjay Saraf and Umesh Saraf were jointly became the owners of said area of land measuring about 1.753 decimal

more or less is equivalent to 765 sq.ft. more or less at Mouza – Barua, J.L. No. 152, L.R. Khatian No. 938, L.R. Dag No. 2894, P.S.- Raiganj in the District of Uttar Dinajpur and also seized, possessed thereof free from all encumbrances and charges in any manner whatsoever and each having undivided 1/7th share thereof.

34. By a deed of Gift dated 12.04.2019 registered at the office of the A.D.S.R. Raiganj And duly recorded in Book No.- I, Volume No.- 1804-2019, Pages 65296 to 65342, Being No.- 180403722 for the year 2019, said Sarla Maskara, Bela Agarwal, Binode Kumar Saraf, Ashok Saraf, Sanjay Saraf and Umesh Saraf jointly out of natural love and affection thereby transferred, gifted unto and in favour of their mother Smt. Rajkumari Saraf all that piece and parcel of undivided 6/7th share of Bastu land measuring about 1.753 decimal more or less is equivalent to 765 sq.ft. more or less i.e 655.714 Decimals more or less at Mouza – Barua, J.L. No. 152, L.R. Khatian No. 938, L.R. Dag No. 2894, within Raiganj Municipality , N.S. Road, Mohanbati, Ward No.- 22, P.S.- Raiganj in the District of Uttar Dinajpur

morefully and particularly described in the schedule written therein.

35. That after execution and registration of such deed of gift said Smt. Rajkumari Saraf became the sole and absolute owner of said land measuring about 765 Sft more or less and seized possessed thereof free from all encumbrances and charges in any manner whatsoever.

36. Thereafter by a deed of sale dated 03.05.2019 registered at the office of the D.S.R. Raiganj and duly recorded in Book no.- I, Volume No 1801-2019, Pages 94774 to 94818, Being No 180105390, for the year 2019, said Smt. Rajkumari Saraf and Sri Sanjay Saraf therein described as the Vendors of the one part and Smt. Chandana Bhowmick wife of Agnishwar Bhowmick , therein described as the purchaser of the other part , said vendor for the valuable consideration mentioned therein granted , transferred and Sold all that piece and parcel of Bastu land measuring about 328 Sft. More or less from Rajkumari Saraf and 135 Sft from Sanjay Saraf total area of land measuring about 463 Sft more or less at Mouza – Barua, J.L. No. 152, L.R. Khatian No. 1846, 3186, 3188, L.R. Dag No. 2894, within Rajganj Municipality , N.S. Road, Mohanbati,

Ward No.- 22, P.S.- Raiganj in the District of Uttar Dinajpur morefully and particularly described in the schedule written therein.

37. Thereafter By a deed of Gift dated 08.05.2019 registered at the office of the D.S.R., Raiganj and duly recorded in Book No.- I, Being No.- 180105414 for the year 2019, said Smt Rajkumari Saraf out of natural love and affection thereby transferred, gifted unto and in favour of grand-son **Sri Bikram Kumar Saraf** all that piece and parcel of Bastu land measuring about 437 sq.ft. more or less at Mouza – Barua, J.L. No. 152, L.R. Khatian No. 938, L.R. Dag No. 2894, within Raiganj Municipality , N.S. Road, Mohanbati, Ward No.- 22, P.S.- Raiganj in the District of Uttar Dinajpur morefully and particularly described in the schedule written therein.

38. Thus said Sri **Binode Kumar Saraf** Became the owner of land measuring about **8.03679** Decimals more or less and Said Smt **Sushila Saraf** became the owner of land measuring about **2.33291** Decimals more or less, Sri **Bikram Kumar Saraf** became the owner of land measuring about **6.93009** Decimals more or less, Smt **Shanta Saraf** became the owner of **6.7916** decimals

more or less, Sri **Sanjay Saraf** became the owner of **7.3815** Decimals more or less, total area of land measuring about **31.47289** decimals more or less is equivalent to **19** Cottahs **1** Chittacks **8** Sft more or less and also possessed thereof free from all encumbrances and charges thereof in any manner whatsoever.

39. Thus said Sri Binode Kumar Saraf, Smt Sushila Saraf, Smt Shanta Saraf, Sri Sanjay Saraf, Sri Bikram Kumar Saraf mutated their names in the records of concerned B.L. & L.R. office and the same was mutated as L.R. Khatian No.- 3186 in the name of Binode Kumar Saraf, L.R. Khatian No.- 3187 in the name of Sushila Saraf , L.R. Khatian No.- 3189 in the name of Shanta Saraf , L.R. Khatian No.- 3188 in the name of Sanjay Saraf, morefully and particularly described in the **First Schedule** hereunder written(hereinafter "**Property**"),;

**DEVOLUTION OF THE PROPERTY OF LAND OWNER
NO. 6 namely IMPROVE TRADERS PRIVATE
LIMITED.**

WHEREAS:-

- 1.** by a deed of sale 06.10.1982, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- I, Being No.- 12807, for the year 1982, one Smt. Mena Joshi wife of Sri Rameswar Joshi, of Mohanbati, P.S. Raiganj, District – West Dinajpur, therein described as the Vendor of the one part and Sri Ashok Saraf, son of Balkishan Saraf , of Mohanbati, P.S. Raiganj, District – West Dinajpur, therein described as the purchaser of the other part, said vendor for the valuable consideration mentioned therein granted, sold, transferred and conveyed All that piece and parcel of land measuring about **2** (Two) Cottahs **11** (Eleven) Chittacks more or less is equivalent to **1935** Sft more or less lying and situated at Mouza- Barua, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 162/1, Dag No.- 344, P.S. Raiganj, in the District of Paschim Dinajpur at present Uttar Dinajpur, morefully and particularly described in the schedule written therein.
- 2.** by virtue of an agreement dated 08.02.1983, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- I, Being No.- 5081, for the year 1983, one Smt. Mena Joshi wife of Sri Rameswar Joshi, of Mohanbati, P.S. Raiganj, District – West Dinajpur,

therein described as the First party of the one part, Smt. Mamata Bhattacharya, wife of Sri Gayanranjan Bhattacharya, therein described as the second party of the second part and Sri Ashok Saraf, son of Balkishan Saraf of Mohanbati , P.S. Raiganj, District – Paschim Dinajpur, therein described as the third party of the third part, all the parties of the said agreement agreed that second party and third party already purchased some plots of lands from the first party , but in the said plots of land there are no drainage system for ingress and egress of drainage water, so that the first party has agreed to allow to the second party and third party for use commonly with the first party in respect of 5 (five) feet wide passage length of 85'-6" situated on the northern side of the house of Smt. Mamata Bahattacharjee and leading through eastern side to western side of a plot of land i,e more or less **427.5** Sft more or less at Mouza- Barua, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 162/1, Dag No.- 344, P.S. Raiganj, in the District of Paschim Dinajpur at present Uttar Dinajpur, morefully and particularly described in the schedule written therein.

- 3.** by a deed of gift dated 02.03.2001, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- I, Being No.- 6766, for the year 2001, one Smt. Gigi Debi, wife of Late Nagarmal Saraf, of Mohanbati, P.S. Raiganj, District - Uttar Dinajpur, therein described as the donor of the one part and Sri Ashok Saraf, son of Balkishan Saraf, of Mohanbati, P.S. Raiganj, District - West Dinajpur, therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, conveyed All that piece and parcel of land measuring about **1700** Sft. More or less together with tin shed structure 638 sft more or less standing thereupon lying and situated at Mouza- Barua, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 162/1, in dag No.- 344 an area of bastu land measuring about 638 Sft more or less, and in Khatian No.- 165, dag No.- 342 an area of land measuring about 1062 Sft more or less at P.S. Raiganj, in the Distirct of West Dinajpur at present Uttar Dinajpur, morefully and particularly described in the schedule written therein.
- 4.** by a deed of gift dated 07.03.2001, registered at the office of the Registrar of Raiganj and duly recorded in

Book no.- I, Being No.- 6767, for the year 2001, one Smt. Gigi Debi, wife of Late Nagarmal Saraf, of Mohanbati, P.S. Raiganj, District - Uttar Dinajpur, therein described as the donor of the one part and Sri Ashok Saraf, son of Balkishan Saraf, of Mohanbati , P.S. Raiganj, District - West Dinajpur, therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, conveyed All that piece and parcel of land measuring about **2006** Sft. More or less together with structure standing thereupon lying and situated at Mouza- Barua, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 162/1, dag No.- 344 an area of bastu land measuring about 408 Sft more or less, and in Khatian No.- 165, dag No.- 342 an area of land measuring about 1598 Sft more or less at P.S. Raiganj, in the Distirct of West Dinajpur at present Uttar Dinajpur, morefully and particularly described in the schedule written therein.

5. by a deed of gift dated 08.03.2001, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- I, Being No.- 6768, for the year 2001, one Smt. Gigi Debi, wife of Late Nagarmal Saraf, of Mohanbati, P.S. Raiganj, District - Uttar Dinajpur,

therein described as the donor of the one part and Sri Ashok Saraf, son of Balkishan Saraf, of Mohanbati, P.S. Raiganj, District - West Dinajpur, therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, conveyed All that piece and parcel of land measuring about **1350** Sft. More or less together with tin shed structure standing thereupon having covered area of 726 sft more or less lying and situated at Mouza- Barua, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 165, dag No.- 343 an area of bastu land measuring about 459 Sft more or less, in Khatian No.- 162/1, Dag No.- 344 an area of land measuring about 726 Sft more or less and in Khatian No.- 165, dag No.- 342 an area of land measuring about 165 Sft more or less at P.S. Raiganj, in the District of West Dinajpur at present Uttar Dinajpur, morefully and particularly described in the schedule written therein.

6. after execution and registration of said a deed of sale , an agreement and three separate deed of gift said Ashok Saraf became the sole and absolute owner of the aforesaid area of land measuring about **2 Cottah 11** Chittacks more or less is equivalent to **1935** Sft more

or less , **1700** Sft more or less , **2006** Sft more or less & **1350** Sft more or less total area of land measuring about **6991** Sft is equivalent to 9 Cottahs 11 Chittacks 16 Sft more or less and also common user right of 1/3rd share of passage measuring about 427.5 sft i,e 142.5 Sft and also mutated his name in the records of Raiganj Municipality and the same was recorded as Holding No.- 286A/261 N.S. Road, Ward No.- 22, and also mutated his name in the records of concerned B.L. & L.R.O and the same was recorded as L.R. Khatian No.- 1846, L.R. Dag No.- 2894, and also possessed thereof free from all encumbrances and charges in any manner whatsoever .

7. by a Deed of Sale dated 11.12.2009 registered at the office of the A.D.S.R. – Raiganj and duly recorded in Book No. I, CD Volume No. 24, Pages from 778 to 793, Being No. 08901 for the year 2009 Smt. Khusbu Saraf, wife of Sri Umesh Saraf of N.S. Road, Mohanbati, P.O. & P.S. – Raiganj, Pin - 733134 therein described as the vendor of the one part and Smt. Chandana Bhowmick, wife of Sri Agnishwar Bhowmick of N.S. Road, Mohanbati, P.O. & P.S. – Raiganj, Pin – 733134 therein described as the purchaser of the other part the said

vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed all that piece and parcel of land measuring about 0.9458 decimal more or less is equivalent to **412.75** sq.ft. more or less together with one storied brick built structure standing thereupon having covered area of 169 sq.ft. more or less lying and situated at Mouza – Barua, J.L. No. 152, L.R. Khatian No. 2477, R.S. Dag No. 342, L.R. Dag No. 2894, P.S. – Raiganj in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein.

- 8.** By a Deed of Sale dated 01.12.2009 registered at the office of the A.D.S.R. – Raiganj and duly recorded in Book No. I, CD Volume No. 23, Pages from 2482 to 2498, Being No. 415 for the year 2009 Sri Balkishan Agarwala (Saraf), son of Late Nagarmal Agarwala (Saraf) of N.S. Road, Mohanbati, P.O. & P.S. – Raiganj, Pin - 733134 therein described as the vendor of the one part and Smt. Chandana Bhowmick, wife of Sri Agnishwar Bhowmick of N.S. Road, Mohanbati, P.O. & P.S. – Raiganj, Pin - 733134 therein described as the purchaser of the other part the said vendor for the valuable consideration mentioned therein, granted,

sold, transferred and conveyed all that piece and parcel of land measuring about **2380** sq.ft. more or less together with one storied r.t shed structure having covered area of 584.025 sq.ft. more or less lying and situated at Mouza - Barua, J.L. No. 152, L.R. Khatian No. 938, R.S. Dag No. 342 & 343, L.R. Dag No. 2894, P.S. - Raiganj in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein.

9. By virtue of the aforesaid two separate deed of conveyance said Smt. Chandana Bhowmick, the second party herein has become the sole and absolute owner of all that land measuring **412.75** sq.ft. and **2380** sq.ft. total **2792.75** sq.ft. more or less together with one storied building standing thereupon having covered area of 169 sq.ft. more or less and 584.025 Sft total 753.025 Sft more or less and also mutated her name in the records of Raiganj Municipality, Ward No.- 22, and also mutated her name in the records of concerned B.L. & L.R.O and the same was recorded as L.R. Khatian No.- 2803, L.R. Dag No.- 2894 and also possessed thereof free from all encumbrances and charges in any manner whatsoever .

10. Thereafter said Ashok Saraf and Smt. Chandana Bhowmick for their better enjoyment of their said property by a deed of exchange dated 03.05.2019, registered at the office of the District Sub Registrar Raiganj And duly recorded in Book No.- I, Volume No.- 1801-2019, Pages 94743 to 94773, Being No 180105391, for the year 2019, said Ashok Saraf and Smt. Chandana Bhowmick exchanged their properties and by virtue of the said deed of exchange said Ashok Saraf obtained **All that** piece and parcel of bastu land measuring about **2792.75** sq.ft. more or less together with tin shed structure standing thereupon having covered area of 753.025 Sft more or less lying and situated at Mouza- Barua, J.L. No.- 152, L.R. Dag No. - 2894, L.R. Khatian No.- 2803, within the limits of Raiganj Municipality, N.S. Road, ward No.- 22, P.S. - Raiganj, in the District of Uttar Dinajpur, morefully and particularly described in the schedule "B" written therein and said Smt. Chandana Bhowmick obtained All that piece and parcel of bastu land containing an area of **2792.75** sq.ft. more or less together with two storied brick built residential building standing thereupon having covered area of **2300** Sft more or less

On the ground floor 1100 sft on the first floor 1200 sft more or less) lying and situated at Mouza- Barua, J.L. No.- 152, L.R. Dag No. - 2894, L.R. Khatian No.- 1846, within the limits of Raiganj Municipality , ward No.- 22, Holding No.- 286A/261, P.S. - Raiganj, in the District of Uttar Dinajpur, morefully and particularly described in the schedule "A" written therein .

- 11.** by a deed of sale dated 08.05.2019 registered at the office of the D.S.R. Raiganj and duly recorded in Book No.- I, Volume No.- 1801-2019, Pages 99571 to 99607, Being No 180105778, for the year 2019, said Ashok Saraf for the valuable consideration mentioned therein granted , sold, transferred and conveyed unto and in favour of **Improve Traders Private Limited**, a private limited company, having its registered office at 267, Burdwan Road, P.O. & P.S. -Siliguri, District - Darjeeling , Pin- 734005, **All that** piece and parcel of bastu land measuring about **2792.75** sq.ft. more or less together with tin shed structure standing thereupon having covered area of 753.025 Sft more or less lying and situated at Mouza- Barua, J.L. No.- 152, L.R. Dag No. - 2894, L.R. Khatian No.- 2803, within the limits of Raiganj Municipality, N.S. Road, ward No.-

22, P.S. – Raiganj, in the District of Uttar Dinajpur, morefully and particularly described in the schedule written therein.

12. by an another deed of sale dated 08.05.2019 registered at the office of the D.S.R. Raiganj and duly recorded in Book No.- I, Volume No.- 1801-2019, Pages 99535 to 99570, Being No 180105779, for the year 2019, said Ashok Saraf for the valuable consideration mentioned therein granted , sold, transferred and conveyed unto and in favour of **Improve Traders Private Limited**, a private limited company, having its registered office at 267, Burdwan Road, P.O. & P.S. – Siliguri, District – Darjeeling , Pin- 734005, **All that** piece and parcel of Bastu land containing an area of **4198.25** Sft more or less is equivalent to 5 Cottahs 13 Chittacks 13.25 Sft more or less together with common user right of 1/3rd share of passage measuring about 427.5 sft i,e 142.5 Sft lying and situated at Mouza-Barua, J.L. No.- 152, L.R. Dag No. - 2894, L.R. Khatian No.- 1846, within the limits of Raiganj Municipality, ward No.- 22, Holding No.- 286A/261, N.S. Road, P.S. – Raiganj, in the District of Uttar

Dinajpur, morefully and particularly described in the schedule written therein.

13. thereafter the owner herein has become the sole and absolute owner of All that piece and parcel of Bastu land measuring about 6991 Sft more or less is equivalent to 9 Cottahs 11 Chittacks 16 Sft more or less together with common user right of 1/3rd share of passage measuring about 427.5 sft i,e 142.5 Sft more or less and also seized , possessed thereof free from all encumbrances and charges in any manner whatsoever.

14. In the manner aforesaid the First Part/owners No. 1 to 5 herein became the absolute joint OWNERS of All that piece and parcel of Bastu Land measuring about **19** Cottahs **1** Chittacks **8** Sft more or less and the owners/first party No.- 6 herein become the owners of All that piece and parcel of Bastu land measuring about 6991 Sft more or less is equivalent to **9** Cottahs **11** Chittacks **16** Sft more or less together with common user right of 1/3rd share of passage measuring about 427.5 sft i,e 142.5 Sft more or less together with two storied brick built buildings total area of land measuring about **28** Cotths **12** Chittacks **24** Sft more

or less and also mutated their respective names in the records of concerned B.L. & L.R. office and the said entire land with building is lying and situate in Mouza-Barua, J.L. No.- 152, L.R. Dag No. - 2894, L.R. Khatian No.- 3186, 4314, 3187, 3188, 3189, 4313 & 4315 respectively within the limits of Raiganj Municipality, ward No.- 22, N.S. Road, P.S. – Raiganj, in the District of Uttar Dinajpur, hereinafter referred to as the said **PROPERTY/PREMISES** (morefully described in the First Schedule hereunder written) and sufficiently seized & possessed of the said property free from all encumbrances, charges, liens, lispence, attachment, trust, whatsoever and howsoever.

AND WHEREAS The Owners have approached the above named Developer for making construction of a multi-storied building in consideration of the owner's No. 1 to 5 shall be entitled to get 40% [Forty percent] of the Gross area of Construction of the entire Project to be developed on the Property and the owner's No. 6 shall be entitled to get all 40% [Forty percent] of the Gross area of Construction only in the residential portion cum floors out of the entire commercial cum residential

project in full and final settlement only as the total consideration in exchange of the said Property and the Developer will get the entire balance area.

AND WHEREAS Relying upon the respective representations of the Owners, and subsequent to joint meetings and discussions, the terms, conditions, considerations and stipulations that have been mutually agreed, accepted and covenanted between the **Owners No. 1 to 5** , therein also described as the Owners and the Developer, therein also described as the Developer, hereto entered into a Development Agreement on 17.05.2019 (hereinafter referred to as the said **Development Agreement**) and the said Development Agreement was registered in the Office of the ARA-III and duly recorded in Book No. I, Volume No.- 1903-2019, Pages from 89774 to 89906, being No. 190302158, for the year 2019 and also said land owners No.- 1 to 5 executed a development power of attorney unto and in favour of the Developer herein in respect of their landed property on 17.05.2019 registered at the office of the A.R.A.-III and duly recorded in Book No.- I, Volume No: 1903-2019, Pages from 89941 to 89985, Being No 190302159 for the year 2019.

AND WHEREAS Relying upon the respective representations of the Owners, and subsequent to joint meetings and discussions, the terms, conditions, considerations and stipulations that have been mutually agreed, accepted and covenanted between the **Owner No. 6**, therein also described as the Owners and the Developer, therein also described as the Developer, hereto entered into a Development Agreement on 17.05.2019 (hereinafter referred to as the said **Development Agreement**) and the said Development Agreement was registered in the Office of the ARA-III and duly recorded in Book No. I, Volume No. 1903-2019, Page No. 89676 to 89773, being Deed No. 190302156 for the year 2019 and also said land owners No.- 6 executed a development power of attorney unto and in favour of the Developer herein in respect of their landed property on 17.05.2019 registered at the office of the A.R.A.-III and duly recorded in Book No.- I, Volume No 1903-2019, pages from 89907 to 89940, Being No 190302160 for the year 2019.

AND WHEREAS In terms of the said two separate Development Agreement and Development Power of Attorney, the said Owners appointed the Developer for developing the said premises upon constructing new buildings thereon in terms of the sanctioned plan, on the terms and conditions

recorded there under and further the Owner empowered the Developer to carry out such development effectively and to sell the covered areas and/or saleable areas of the Developer's Allocation to the prospective Purchaser of the units and/or flats and to receive and appropriate the process and/or consideration thereof on account of the Developer more particularly described in the said Development agreement dated 17.05.2019.

AND WHEREAS After execution and registration of the said Development Agreement and development power of attorney, the Developer herein has obtained Building Plan sanctioned by the Competent Authority i.e. Raiganj Municipality vide sanctioned building plan No. SEP05/N/CB/PWD:III/RM/2019:20, dated:01.10.2019 (hereinafter referred to as the said PLAN).

AND WHEREAS In pursuance of the said Development Agreement, the Developer, the Confirming Party herein has commenced constructed of multistoried buildings consisting of several self contained Units/commercial space/Constructed portions capable of being held and/or enjoyed independently (hereinafter called the **SAID BUILDING**) as per the said Plan.

AND WHEREAS In terms of the said Development Agreements recording the demarcation of the respective Allocation (both owner's and Developer's allocation) coupled with the registered Power of Attorney granted by the Owners, the Developer is entitled to the constructed area and other areas in the said multi storied building, being the Developer's Allocation.

AND WHEREAS The Purchaser being desirous of owning **ALL THAT** the Unit morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written in the Building approached the Developer to purchase the said unit belong to the Developer as **Developer's Allocation** in terms of the said Development Agreement, to which the Developer agreed to, at or for the consideration and on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH and it is agreed and declared by and between the parties hereto as follows :
ARTICLE I - REPRESENTATION AND WARRANTIES BY
THE DEVELOPER

1.1 At execution of this Agreement, the Developer has assured and represented to the Purchaser as follows:

- (i) THAT the Developer has entered into two separate Development Agreements both are dated 17.05.2019 in respect of the First Schedule property for construction of a Multi storied building thereon.
- (ii) That Developer has obtained a Plan duly sanctioned by the Competent Authority vide No. SEP05/N/CB/PWD:III/RM/2019:20,dated:01.10.19 (hereinafter referred to as the said **PLAN**).
- (iii) The Developer further represented to the Purchaser that the said Property is free from all encumbrances.
- (iv) That the said UNIT is part of the Developer's Allocation in terms of the said Development Agreement and the Developer is entitled to sell the said UNIT, for which no separate consent is required from the Owner of the said Property.
- (v) The Developer has agreed to sell and transfer and the Purchaser agrees to purchase **ALL THAT** the said Unit morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder

written **TOGETHER WITH** proportionate undivided indivisible impartible variable share in the land comprised in the said premises fully described in the **FIRST SCHEDULE** hereunder written attributable to the said Unit **AND TOGETHER WITH** proportionate undivided indivisible impartible variable share in the Common Areas and Installations morefully and particularly mentioned and described in **PART-I** of the **THIRD SCHEDULE** hereunder written attributable to the said Unit as per Specification mentioned in Part-II of the Third Schedule within the time Limit mentioned in Part-III of the Third Schedule , at or for the consideration mentioned in **PART-I** of the **FIFTH SCHEDULE** hereunder written payable by the Purchaser to the Developer in installments as mentioned in **PART-II** of the **FIFTH SCHEDULE** hereunder written and on and subject to the terms and conditions contained herein.

**ARTICLE II - REPRESENTATION AND WARRANTIES BY
THE PURCHASER**

2.1 At execution of this Agreement, the PURCHASER has assured and represented to the Developer and the Vendors as follows:-

- (i) The PURCHASER shall cause a publication, if necessary, of the proposed transaction in the newspaper.
- (ii) The PURCHASER doth hereby declare that the PURCHASER has perused and inspected photocopies of all papers/documents/ deeds of title and the sanctioned building plan of the proposed building and made himself/themselves satisfied with regard to the title of the property and agreed not to raise question in respect of the said UNIT (along with common facilities and benefits etc.) and the said premises.
- (iii) The Purchasers doth hereby consent and confirm that the Developer shall be at liberty to have the said Building Plan modified and/or altered for construction reconstruction addition and/or alteration to the Buildings or any part thereto and/or for any change of user of any Unit.

- (iv) The Purchasers doth hereby further accepts and confirms that the said Unit is being constructed in accordance with the Building Plan with such sanctionable modifications or alterations therein as may be deemed fit by the Developer or advised by the Architects or directed by the Competent Authority or any other authority and the Purchaser agrees not to raise any objection in respect thereof and shall accept the same and in no event be entitled to any abatement in price or to any compensation on account thereof.

- (v) The Purchasers further agrees that on completion of construction if the measurement of the Said Unit increases/decreases from that of as mentioned in this Agreement, such increase/decrease shall be accepted by the Purchaser as final and binding.

- (vi) The Purchasers shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the Building or

on other parts of the said premises by the Developer.

(vii) The Purchasers hereby undertake that the Purchaser shall not object, obstruct and or interfere in respect of sale/transfer of other flats/car-parking space/spaces to any other intending PURCHASERS/buyers.

(viii) The Purchasers hereby undertakes that the Purchasers shall make the total consideration amount (as mentioned in Part-I of the Fifth Schedule) within the time schedule morefully mentioned in the Part-II of the Fifth schedule hereunder written. It is agreed that timely payment by the Purchaser shall be the essence of the contract.

(ix) On the basis of terms and conditions and timely payment to be made by the Purchaser as mentioned hereinabove, the purchaser has agreed to purchase and the Developer has agreed to sell the said UNIT, free from all encumbrances charges liens

lispens attachments trusts whatsoever for the consideration and on the terms and conditions morefully hereinafter appearing.

ARTICLE - III

3.1.1 In consideration of the amount of consideration agreed to be paid by the Purchasers to the Developer, the Developer has agreed to sale the said UNIT and the Purchaser alone shall be entitled to obtain the Deed of Conveyance in terms of the said Sale Agreement subject to the Purchasers making payment of the entire amount of consideration agreed to be paid in terms of the time schedule mentioned in **Part-II** of the Fifth Schedule hereunder written.

ARTICLE IV – CONSIDERATION

4.1 In consideration of the above the Purchasers have agreed to pay to the Developer total consideration amount **(as mentioned in Part-I of the Fifth Schedule) Rs.** (Rupees only) for one Flat plus GST and **Rs.** (Rupees only) for one Car parking space plus GST and applicable other charges

payable along with Final Installment as per Part II of the Fifth Schedule.

4.2 At execution of this Agreement out of the said consideration amount the Purchaser has paid **Rs.**.....Rupees.....
.....only) plus GST for one Flat and **Rs.**
.....(Rupees
.....only) plus GST for one car parking **apart from Rs.** (Rupees
..... only) as and by way of Earnest Money and/or part payment of the amount of consideration (which amount the Transferor doth admit and acknowledge to have been received) and the Purchaser shall also pay the balance amount within the time schedule mentioned in Part-II of the Fifth Schedule hereunder written.

4.3 The DEVELOPER shall give a written notice to the Purchasers in postal or electronic mode as and when any payment becomes due and payable under this agreement.

- 4.4 Time for payment of the consideration and other amounts hereunder by the Purchasers to the DEVELOPER shall be the essence of the contract.
- 4.5 The consideration mentioned in the **Part-I** of the Sixth Schedule hereunder written will be paid by the Purchasers in installments as mentioned in Part-II of the within stated Sixth Schedule and within 15 days from the due date of payment. The due date shall be the date on which the allottees receive the notice from the Developer in email or through the registered post.
- 4.6 Any delayed payment of the said consideration will attract interest payable at the rate of 12% (Twelve percent) per annum, payable by the Purchasers from the date of default till the date of payment.
- 4.7 For the purpose of facilitating the payment of the consideration the Purchasers shall be entitled to apply for and obtain financial assistance from Bank/Financial Institutions. In the event of the Purchasers obtaining any financial assistance and/or housing loan from any Bank/ financial institution the DEVELOPER shall act in accordance with the instructions of

the Bank/Financial Institution in terms of the agreement between the Purchasers and the bank/ Financial Institution, SUBJECT HOWEVER the DEVELOPER being assured of all amounts being receivable for sale and transfer of the Unit and in no event the OWNER and the DEVELOPER shall assume any liability and/or obtained by the Purchasers from such Bank/Financial Institution.

- 4.8 Unless otherwise expressly so mentioned, all the said amounts specified hereinabove and the Schedules below shall be strictly paid and/or deposited by the Purchasers with the DEVELOPER in accordance with the terms of payment as set out in this Agreement. This shall not however prejudice the OWNERS and DEVELOPERS right in case of default, to claim or realise the said amounts later even after possession is given.
- 4.9 The Purchasers shall be obligated to comply with all the provisions of the laws including but not limited to the obligations relating to Tax Deduction of Source (TDS) under the Income Tax Act, 1961. The Purchaser agrees to indemnify and hold the OWNERS and DEVELOPER harmless from all the claims/penalties/actions and embargos that may be suffered by the OWNER and DEVELOPER on account of any such

delay, non compliance or inaction by the Purchaser. It is further agreed by the Purchasers that if on or before the Possession Date or at the time of receiving the possession of the said Unit, the Purchasers have failed and/or neglected to furnish the said TDS Certificate/s in the prescribed Form duly signed by the Purchasers to the DEVELOPER, then the Purchasers shall pay an amount equivalent to such TDS not deposited by the Purchasers, as an interest free deposit to the OWNER/DEVELOPER, which deposit shall be refunded by the OWNER/DEVELOPER on the Purchasers producing the said TDS Certificate within 4 (four) months from the Possession Date. Provided further that in case the Purchasers fail to produce the said TDS Certificate within the stipulated period of 4 months from such possession date then the OWNER/DEVELOPER shall be entitled to appropriate the said deposit against the amount receivable from the Purchasers, which amount was deducted by the Purchasers from the payments to the Developer on account of TDS but not paid to the credit of the Central Government.

- 4.10 The OWNER/DEVELOPER shall intimate to the Purchasers the date on which the referred installments would be due or be expected to become due either by dispatching the intimation

by Registered Post with A/D. or Speed Post with A/D. to the address of the Purchasers or by electronic mail duly registered with the developer or by voice instruction over the phone register with the developer.

- 4.11 If the Purchasers opt for allotment of a preferentially located unit, the Purchasers shall pay preferential location charges (PLC) as applicable and which is already included in the consideration. However, the OWNER/DEVELOPER has the sole discretion to decide a location as preferential location.

ARTICLE V – COMPLETION

- 5.1 Subject to **FORCE MAJEURE**, the Deed of conveyance shall be executed within the time period mentioned in Part-III of the Third schedule of this Agreement to Sale (hereinafter referred to as the COMPLETION DATE).
- 5.2 At the Completion Date the Developer has agreed:
- i) To complete the said UNIT subject to receiving the consideration amount within the time schedule morefully mentioned in the Part-II of the Fifth Schedule hereunder written.

ARTICLE VI – EXECUTION OF THE CONVEYANCE –
DOCUMENTATION

- 6.1 **DOCUMENTS RELATING TO TRANSFER ETC.:** The sale deed or deeds and other documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions and restrictions etc., as may be drawn by the said Advocate of the Developer and the Purchaser shall execute the same without raising any objection whatsoever Provided That the Purchaser shall be entitled to seek reasonable clarifications thereon.
- 6.2 Furthermore, the documents and papers relating to formation of the Association (including the declaration for membership, bye-laws etc.,) and also those for transfer to the Association of the charge of looking after the acts relating to the Common Purposes shall also be in such form and contain such particulars as be drawn by the said Advocates and the Purchasers shall execute the same without raising any objection whatsoever Provided That the Purchasers shall be entitled to seek reasonable clarifications thereon.

ARTICLE VII – PROCEDURE

7.1 The properties and rights hereby agreed to be sold and conveyed to the Purchaser shall be one lot and shall not be dissociated or dismembered in part or parts in any manner by the Purchaser.

7.2 **UNIT CONSTRUCTION:** Subject to the Purchasers making payment of the consideration within the due dates stipulated hereunder and complying with his other obligations hereunder contained and subject to force majeure and other reasons beyond the control of the Developer, the Developer will construct complete the construction of and make tenantable or cause to be constructed completed and made tenantable the said Unit in accordance with the Building Plan and in the manner and with the specifications mentioned in **PART-II** of the **THIRD SCHEDULE** hereunder written and within the period mentioned in **PART-III** of the within stated **THIRD SCHEDULE** and shall be at liberty to install and complete the Common Areas and Installations within a reasonable time thereafter.

7.3 The said Unit shall be constructed in accordance with the Building Permit with such sanctionable modifications or alterations therein as may be deemed fit by the Developer or advised by the Architects or any other authority and the Purchaser agrees not to raise any objection in respect thereof and shall accept the same and in no event be entitled to any abatement in price or to any compensation on account thereof.

7.4 POSSESSION AND CONVEYANCE: Upon making the said Unit tenantable, the Developer shall give a notice thereof to the Purchaser who shall within 15 days of its service, pay the entire balance consideration and all other amounts and deposits payable by the Purchaser to the Developer for sale of the said Unit and fulfill all his other covenants hereunder and take possession of the said Unit. The Developer shall execute and register the Deed of Conveyance in favour of the Purchaser within 3 months from the date of delivery of possession of the said Unit to the Purchasers.

7.5 It is expressly agreed understood and clarified as follows:

- (i) the Developer shall not be liable to deliver possession of the said Unit to the Purchaser nor to execute any Deed of Conveyance until such time the Purchasers makes payment of all amounts agreed and required to be paid as may be notified by the Developer or the Maintenance-in-Charge and the Purchaser has fully performed all the terms conditions and covenants of this Agreement on the part of the Purchaser to be observed and performed until then.

- (ii) it will not be necessary for the Developer to complete and install all the Common Areas and Installations before giving the notice to the Purchaser to take possession. The said Unit shall be deemed to be in a tenantable condition as soon as the same is completed internally in accordance with the specifications mentioned in **PART-II** of the **THIRD SCHEDULE** hereunder written and reasonable ingress and egress and water drainage sewerage and electricity (temporary or permanent) connections are provided in or for the said Unit.

(iii) the Purchaser's liabilities and obligations towards payment of Common Expenses, rates and taxes and other outgoings payable in respect of the said Unit shall be deemed to have commenced on the date of handing over possession of the said Unit by the Developer.

7.6 In case upon completion of construction of the said Unit and/or the Building, the area (on saleable area basis or built-up area basis or otherwise) of the said Unit varies from the area stated in the **SECOND SCHEDULE** hereunder written, then the amounts payable under this Agreement by the Purchaser to the Developer, the Maintenance In-charge and others towards consideration money, deposits and/or otherwise shall also vary on a pro-rata basis.

7.7 It is further expressly agreed that with effect from the date the Developer issues notice to the Purchaser to take possession of the Unit or within 15 days of its service, as mentioned in clause 7.4 above (irrespective of whether the Purchaser has taken physical possession of the Unit), it shall be deemed that the

Developer have complied with all its obligations hereunder to the full satisfaction of the Purchaser and the Purchaser shall not be entitled thereafter to raise any dispute against or claim any amount from the Developer on any account whatsoever.

7.8 In case of difference between the parties hereto in respect of the measurement of the said Unit and/or the area contained therein and/or the workmanship of the said Unit or the Common Areas and Installations, the Certificate of the said Architects shall be final, conclusive and binding upon the parties hereto and none of the parties shall be entitled to raise any dispute with regard thereto.

7.9 **RESTRICTIONS ON ALIENATION BEFORE POSSESSION:** Before taking actual physical possession of the said Unit by the Purchasers in terms hereof and before the execution of the Deed of Conveyance in respect of the said Unit in favour of the Purchasers, the Purchasers shall not deal with, let out, encumber, transfer or alienate the said Unit or the rights of the Purchasers hereunder without the consent in writing of

the Developer first had and obtained in writing **Provided That** the Purchaser may do so in case the Purchaser pays the entirety of all the balance consideration and other amounts payable hereunder to the Developer and the Maintenance In-charge and is not in any manner in default in observance of his obligations hereunder **And Subject Nevertheless To** the following terms and conditions:

- (i) the Purchasers shall be obliged to take prior consent, in writing, of the Developer for any such nomination transfer letting out or alienation as aforesaid it being expressly made clear that no such nomination transfer letting out or alienation as aforesaid shall be valid without such consent, in writing, of the Developer.
- (ii) Any such nomination transfer letting out or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Purchaser to be observed fulfilled and performed and subject to payment of nomination charges mentioned hereinafter.
- (iii) The Purchasers shall be liable to pay all increase in the municipal rates and taxes and other

outgoings as may be occasioned due to aforesaid leasing out or letting out.

- (iv) The Purchasers shall be liable to pay nomination charges @ Rs.200/- (Rupees Two hundred only) Per Sq.ft. saleable area of the said Unit to the developer in the event of nomination in place of the purchasers before execution and registration of Deed of Conveyance in respect of the said Unit.
- (vi) The Developer may refuse such permission in the event it appears to the Developer that the said Unit is being sold undervalued or the going rate of other unit or unit in the said building.
- (vii) Upon making the said Unit tenantable and habitable the DEVELOPER shall give a notice thereof in writing to the Purchasers whom within thirty days of possession notice :-
 - (a) may take inspection of the said Unit in presence of the DEVELOPER or its representative or Architect ;
 - (b) may point out any quality related issued, if any, required to be rectified by the DEVELOPER and which if required would be rectified by the DEVELOPER but which shall not withhold the performance of the other obligations of the Purchasers hereunder;

- (c) shall pay the entire balance consideration and all other amounts and deposits payable by the Purchasers to the DEVELOPER for sale of the said Unit including interest on delayed payments, if any;
- (d) fulfill all his other covenants hereunder and complete the purchase of the said Unit ;
- (e) take possession of the said Unit.
- (f) If no inspection is taken within the said period, it shall be deemed that such right is waived.
- (g) It is expressly agreed understood and clarified that the Developer shall not handover the possession of the said Unit to the purchasers nor shall execute any conveyance or other instruments until such time the purchasers make payment of all amounts agreed including interest on delayed payments required to be paid hereunder by the Purchasers and the purchasers have fully performed all the terms and conditions and covenants of this agreement and on the part of the Purchasers to be observed and performed until then.
- (h) It will not be necessary for the Developer to complete all the common areas and install all installations in the complex, before giving the notice to the purchasers to take possession of the said Unit.

- (i) The purchasers shall, at the time of taking possession get their unit registered in their names and for this purpose shall pay the stamp duty, registration charges and incidental expenses in relation to the execution of the Deed of conveyance in respect of the said unit.

7.10 **EXTRAS AND DEPOSITS:** In addition to the consideration payable by the Purchasers to the Developer as stated hereinabove the Purchaser shall also pay to the Developer:

- i) the full costs charges and expenses for making any additions or alterations and/or changing, at the request of the Purchasers, any specification with regard to construction of the said Unit and/or for providing at the request of the Purchaser any additional facility and/or utility in or relating to the said Unit in excess of those specified in **PART-II** of the **THIRD SCHEDULE** hereunder written and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to all the Co-owners in the said Building in addition to those mentioned in **PART-I** of the within stated **THIRD SCHEDULE**. All the said costs and charges shall be paid by the Purchaser in

full or proportionately as the case may be before the work is commenced or cause to be commenced by the Developer. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Unit and/or the Common Areas and Installations ultimately resulting in delay in the delivery of possession of the said Unit to the Purchaser, the Developer shall not be liable for any interest damages compensation etc., that may be suffered by the Purchasers thereby.

- (ii) the proportionate costs, charges, expenses for Electric connection / Transformer **in the Building** (including for wiring, cabling, etc.,) from the WBSEDCL and the proportionate costs, charges and expenses for purchase and installation of the Generator with its equipment's and accessories and providing for supply of power.
- (iii) the full amount of Security Deposit and other costs payable to the WBSEDCL Ltd, for giving direct electric meter in respect of **the said Unit** and proportionate share of the total amount of Security Deposit and other costs payable to the WBSEDCL, for the electric meters for maintenance

running and operating any of the Common Areas and Installations.

- (iv) Proportionate costs charges and expenses for formation of the Association being Rs.5,000/- (Rupees Five thousand only) for each unit.
- v) Betterment fees, development charges and other levies taxes duties and statutory liabilities that may be charged on the said premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be and other charges.
- vi) The fees and/or legal charges of the Advocates for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof which shall be equal to Rs. 15,000/- (Rupees Fifteen Thousand only) out of which one-half shall be paid by the Purchasers to the Advocates at or before the execution hereof and the balance one-half on the Purchaser's Liability Commencement Date.
- viii) All stamp fees, registration fees and allied expenses on execution and registration of this agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance hereof.

- ix) Sinking fund and such other expenses as are necessary or incidental for the maintenance and upkeep of the Building as may be determined by the Developer in its absolute discretion.
- x) Increase and/or escalation in the cost due to force majeure or for works lying stopped for more than 6 (Six) months, proportionately.
- xi) GST or any other tax or levy (excluding Income Tax) payable by the Developer for transfer of the Said Unit to the Purchaser, wholly at such rate as may be applicable.
- x) GST or any other taxes, if applicable, on construction or transfer of the said Unit.

7.11 The Purchasers shall also deposit and/or keep deposited 12 months maintenance charges as advance maintenance charges from the date of possession, with the Maintenance In-charge or the Developer, as the case may be, a sum calculated @ Rs. 24000/- (Rupees Twenty four thousand only) for 3 BHK flats and Rs 18000/- (Rupees Eighteen thousand only) for 2 BHK flats for one year of the said Unit, towards Common Expenses to remain in deposit with the Developer to meet therefrom, the maintenance charges and proportionate liability towards

the other Common Expenses (including those mentioned in the **FOURTH SCHEDULE** hereunder written) in terms hereof, in the event of default in payment thereof by the Purchaser.

7.12 It is expressly agreed and understood that in case the exact liability on all or any of the heads mentioned hereinabove cannot be quantified then the payment shall be according to the reasonable estimate of the Developer.

7.13 Any apportionment of the liability of the Purchaser in respect of any item of expenses, taxes, duties, levies and outgoings payable by the Purchaser hereunder shall be final and binding on the Purchaser.

7.14 It is further expressly agreed and made clear that the payments and deposits to be made by the Purchaser hereunder shall not carry any interest.

ARTICLE VIII – MAINTENANCE

8.1 **MANAGEMENT MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the Common Areas and Installations

by the Purchaser shall be consistent with the rights and interest of all the Co-owners and in using and enjoying the said Unit and the Common Areas and Installations, the Purchaser binds himself and covenants:-

- (i) to co-operate with the Maintenance In-charge in the management and maintenance of the Building and the said premises and other Common Purposes and formation of the Association.
- (ii) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Building and in particular the Common Areas and installation.
- (iii) to allow the Developer and the Maintenance In-charge and their authorized representatives with or without workmen to enter into the said Unit at all reasonable times for construction and completion of the Building and the Common Purposes and to view and examine the state and

condition thereof and make good all defects decays and want of repair in the said Unit within seven days of giving of a notice in writing by the Developer/Maintenance In-charge to the Purchaser thereabout.

- (iv) to use the said Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes (not to use as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Tution/Coaching Centre, Hobby Centre or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Developer first had and obtained it being expressly agreed that such restriction on the Purchaser shall not in any way restrict the right of the Developer to use or permit any other Unit or portion of the said Building to be used for non-residential purposes.
- (v) unless the right of parking motor car is expressly granted and mentioned in the **SECOND**

SCHEDULE hereunder written, the Purchaser shall not park or allow or permit to be parked by his employees agents visitors guests customers etc. any motor car, two wheeler vehicle or any other vehicle at any place in the said premises (including at the open space surrounding the Building) **AND** if the right to park car is so expressly granted and mentioned in the withinstated **SECOND SCHEDULE** the Purchasers shall use only the Car Parking Space so granted and that too only for the purpose of parking of one medium sized motor car without obstructing ingress and egress of other Cars of the Co-owners.

- (vi) not to use the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.
- (vii) use the Common Areas and Installations only to the extent required for ingress to and egress from the said Unit of men, materials and utilities.

- (viii) keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said premises free from obstructions or encroachments and in a clean and orderly manner and not store or allow any one to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other Common Areas of the said premises.
- (ix) not to claim any right whatsoever or howsoever over any Unit or portion in the Building save the said Unit.
- (x) not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside wall of the Building save at the place as may be approved or provided by the Developer **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the said Unit.

- (xi) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Building or may cause any increase in the premium payable in respect thereof.

- (xii) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

- (xiii) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the staircase, lobby, landings, pathways, passages or in any other Common Areas of the Building nor into lavatories, cisterns, water or soil pipes serving the said Building nor in the said Roof nor allow or permit any one to do so.

- (xiv) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the said building.
- (xv) To keep the said Unit and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the said building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around the said Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the said Unit. In particular and without prejudice to the generality of the foregoing, the Purchaser doth hereby covenant that the Purchaser shall not make any form of alteration in the beams and columns passing through the said Unit or the Common Areas for the purpose of making

changing or repairing the concealed wiring and piping or otherwise.

(xvi) Not to let out the parking space, if the right of parking car is granted hereunder independent of the said Unit nor vice versa.

(xvii) Not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral trade or activity in or through the said Unit.

(xviii) To maintain at his own costs, the said Unit in the same good condition state and order in which it be delivered to him and abide by all laws bye-laws rules regulations and restrictions of the Government, Police Authority, Fire Department, Authorised Officer under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, The Officer under the West Bengal Building Tax Act, 1996 and/or any statutory authority and/or local bodies as regards user and maintenance of the Building and to make such additions and

alterations in or about or relating to the said Unit and/or the said Building as be required to be carried out by them or any of them, independently or in common with the other Co-owners as the case may be without holding the Developer or any of them in any manner liable or responsible therefore and to pay all costs and expenses therefore wholly or proportionately as the case may be and to be answerable and responsible for all deviation or violation of any of the conditions or rules or bye-laws and to observe and perform all terms and conditions contained herein.

(xix) To apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the competent authority.

(xx) To sign and deliver to the Developer all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Unit from the WBSEDCL in the name of the Purchaser. Until separate electric meter in respect of the said Unit

be obtained, the Developer shall provide or cause to be provided reasonable quantum of electricity from the sources of the Developer and install at the cost of the Purchaser an electric sub-meter in or for the said Unit and the Purchaser shall pay all charges for electricity consumed in or relating to the said Unit.

(xxi) To bear and pay and discharge, the following expenses and outgoings:-

(a) Property rates and taxes and water tax, if any, assessed on or in respect of the said Unit directly to the Statutory Authority Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Developer the proportionate share of all such rates and taxes assessed on the said premises.

(b) All other taxes impositions levies cess and outgoings (including Building Tax under the

West Bengal Building Tax Act, 1996, if payable) whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Building or the said premises and whether demanded from or payable by the Purchaser or the Developer or any of them and the same shall be paid by the Purchaser wholly in case the same relates to the said Unit and proportionately in case the same relates to the Building or the said premises.

- (c) Electricity charges for electricity consumed in or relating to the said Unit and the same shall be paid to the Maintenance In-charge based on the reading shown in the sub-meter provided for the said Unit by the Developer at such rate at which the Developer are liable to pay the same to the WBSEDCL **Provided That** upon WBSEDCL providing separate electricity meter/connection for the said Unit the

Purchaser shall pay the electric charges directly to WBSEDCL.

- (d) Charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (e) Proportionate share of all Common Expenses (including those mentioned in **FOURTH SCHEDULE** hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay in advance to the Maintenance In-charge, the maintenance charges calculated @ Rs. 24000/- (Rupees Twenty four Thousand only) for 3 BHK and @ Rs. 18000/- (Rupees Eighteen Thousand only) for 2 BHK per 1 (One) year. The said minimum rate shall be subject to revision

from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.

- (f) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

(xxii) To observe such other covenants as be deemed reasonable by the Developer from time to time for the Common Purposes.

8.2 From the Date of Possession the Purchaser covenants:

- a) To co-operate with the Developer and/or the Maintenance In-Charge in the management and maintenance of the Said Building constructed in the Said Premises and undertake to pay the share(s) of deposits, subscription and such fees and charges as

may be levied and decided by the Developer and/or the Maintenance-In-Charge.

- b) To observe the Rules and Regulations framed from time to time either by the Developer and/or the Maintenance-In-Charge for the common purpose.
- c) To allow the Developer and/or the Maintenance-In-Charge with or without the workmen to enter into the Said Unit for completion, repairs and for the common purpose.
- d) To pay and bear the Common Expenses more fully described in the 4th Schedule hereto, electricity and other utility charges and outgoings for the Said Unit, wholly and the Common Areas, proportionately.
- e) To pay and bear the municipal rates, taxes, levies and other outgoings relating to the new building, proportionately PROVIDED the same relate to the period commencing from the Date of Possession till the assessment of the Said Unit as a separate unit.
- f) To pay and bear the municipal rates, taxes, levies and other outgoings relating to the Said Unit wholly.
- g) Not to let out or part with possession of the Said Unit before giving prior intimation in writing to the Developer and/or the Maintenance-In-Charge of the full

particulars of the intended occupant and rent and all other charges and benefits receivable by the Purchaser in respect of the Said Unit (to the extent necessary for assessment of the liability for rates, taxes and other impositions) until separate assessment of the Said Unit (for the purpose of municipal tax) has been done in the name of the Purchaser.

- h) Not to use the Said Unit or permit the same to be used for any purpose other than RESIDENTIAL nor for any illegal or immoral purpose.
- i) The exterior of the Said Unit shall not be decorated or redecorated otherwise than in the manner agreed to with the Developer and/or the Maintenance-In-Charge in writing and in accordance with the general scheme of the new building.
- j) No external wireless or television antenna/dish shall be erected.
- k) Not to sub-divide the Said Unit and/or the car parking space.
- l) To use the car parking space(s) only for the purpose of parking of the cars and not to use the same for any other purpose whatsoever.

- m) Not to place or store in the Common Areas or in the common corridors any goods or things whatsoever nor erect any cupboard nor create any obligation etc.
- n) To observe and conform to all regulations and restrictions made by the Developer and/or the Maintenance-In-Charge from time to time for the proper management and maintenance of the Building.
- o) Not to bring or permit to remain upon the Said Unit any machinery, goods or other articles which shall or may strain or damage any part of the Common Areas or the Said Building.
- p) Not to shift or obstruct any windows nor put any extra / box grills.
- q) Not to do or permit any opening, structural change or change in elevation without the consent in writing of the Developer and/or the Maintenance-In-Charge.
- r) Not to throw any rubbish save to such extent and at such place or places as be permitted and specified by the Developer and/or the Maintenance-In-Charge.
- s) Not to do anything whereby the other unit owners or the co-PURCHASER or the co-transferees are obstructed in or prevented from enjoying their respective units, quietly and exclusively.

- t) Not to claim any right over the space(s) earmarked and/or reserved by the Developer and/or the Maintenance-In-Charge for open car parking space(s) or for any other common or exclusive purpose.
- u) To keep the Said Unit in good state of repairs and condition and to carry out necessary repairs or replacements as and when required.
- v) Not to put any articles including nameplate and letter box save at the place approved or provided therefore by the Developer and/or the Maintenance-In-Charge.
- w) Not to bring nor store in the Said Unit any article or substances of combustible inflammable or dangerous nature and to comply with all recommendations of the fire authority as to fire precautions.
- x) Not to discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the Said Unit or the Said Building in the Said Premises or any part thereof.
- y) To observe such other covenants as be deemed reasonable.

z) Not to make any hole either to the beams or to the pillars nor put any weight/load on the beams and pillars.

(aa) Not to shift or change the location of the outdoor unit of the air conditioner(s) and/or exhaust fan(s), installed by the Developer under any circumstances, without the previous written consent of the Developer and/or the Maintenance-In-Charge.

8.3 At the request of the Purchaser, the Developer and/or the Maintenance-In-Charge may at its option and subject to such conditions as it may deem fit, allow the Purchaser to have temporary access to the Said Unit for interiors and furniture works at its own costs PROVIDED THAT the Purchaser has made full payment of the Sale Price, Extras and Deposits and has also completed the registration of the Said Unit. The Purchaser shall complete the interiors and furniture works without disturbing or causing inconvenience to the Developer and/or the Maintenance-In-Charge or PURCHASER / occupants of other Units and without making any change in the structure and construction

of the Said Unit. During such period the Seller shall continue to be in possession of the Said Unit and the Purchaser shall only have a revocable and temporary license to have access to the Said Unit for the aforesaid limited purpose and shall not be entitled to actually occupy, use or enjoy the Said Unit, till possession is given by the Developer by issuing the notice of possession.

- 8.4 Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of a demand being made by the Maintenance In-charge. All payments required to be made to any authority or person shall be payable by the Purchaser directly within the due date of such payment. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in case the same is left in the said Unit or in the letter box in the Ground Floor of the said building and earmarked for the said Unit.

- 8.5 Upon transfer of all the units to the Co-owners or at the sole discretion of the Developer, earlier, the Association shall be formed of the Co-owners for the Common Purposes and the Co-owners shall be made the members thereof each having voting rights therein equivalent to one vote per Unit **it being clarified** that in case there be more than one Purchaser of one Unit then only one of such Purchaser who is nominated amongst them shall be entitled to have voting right equivalent to one vote.
- 8.6 The rules and regulations and/or bye laws of the said Association shall not be inconsistent herewith.
- 8.7 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser hereunder,

the Purchaser shall be liable to pay to the Maintenance In-charge interest at the rate of 18% per annum on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:

- (i) disconnect the supply of electricity to the said Unit from common meter.
- (ii) withhold and stop all other utilities and facilities (including lift, generator etc.,) to the Purchaser and his employees customers agents tenants or licencees and/or the said Unit.
- (iii) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the said Unit.

ARTICLE IX- MISCELLANEOUS:

9.1 The open areas in the Building in the Said Premises (including all car parking spaces) not required for ingress to or egress from the Said Unit and/or the areas which do not form part of the Common Areas will be the exclusive property of the Developer with

absolute right to sell, transfer and/or otherwise dispose of the same or any part thereof.

9.2 Notwithstanding what has been contained in this Agreement anywhere, the Purchaser's right, title and interest is confined to the Said Unit absolutely with a free right to ingress to and egress from the Said Unit and further right on the undivided proportionate impartible share in the land beneath the Said building/Premises without having any right on any future sanction that may be given in the Said Premises by the competent authority, whether on the existing buildings or otherwise.

9.3 The Purchasers hereby confirms, assures and affirms that he/she/they/it will not put any obstruction of any nature whatsoever or howsoever on the construction that may be made by the Developer and/or the Maintenance-in-Charge in case further sanction is given by the competent authority in the said Premises nor on sale of these additional areas to third parties. The Purchaser is neither entitled to nor eligible in any manner whatsoever to any right or interest in or on any subsequent sanction that may be given by the

Competent Authority in the Said Premises and constructions to be made thereon. The Seller shall have the exclusive right over all further constructions on the basis of any such further sanction by the Competent Authority.

- 9.4 In all matters relating to construction, measurement and specification, decision of the Architect shall be final and binding on the parties.
- 9.5 Car Parking Space(s), if not earlier identified for the unit holders, shall be identified before handing over possession of the Said Unit and decision of the Developer in the matter of identification of individual Car Parking Space shall always be treated as final and the Purchaser shall not raise any dispute with regard to such identification or allotment.
- 9.6 Natural materials like Vitrified Tiles, wood, sandstone etc. contain veins with inherent structural differences, as a result of which colour and marking caused by their mineral complex composition, cracks, inherent impurities are likely to occur. The Seller shall take every care to ensure construction and completion of the Said Unit as per specifications mentioned herein.

- 9.7 The Sale Price, Extras and Deposits and all other charges (including transfer charges/ nomination fees) shall be payable by the Purchaser to the Developer on super built up area of the Said Unit.
- 9.8 The Purchasers shall have no connection whatsoever with the PURCHASER of the other units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Developer for fulfillment of the Purchaser's obligations irrespective of whether the Developer can procure only a few of them and the Purchaser's obligations and the Developer rights shall in no way be affected or prejudiced thereby.
- 9.9 The Purchasers individually or along with the other PURCHASERS will not require the Developer or any of them to contribute a proportionate share of the maintenance charges of the units which are not alienated or agreed to be alienated by the Developer.

- 9.10 It is agreed and clarified that any transfer of the said Unit by the Purchasers shall not be in any manner inconsistent herewith and the covenants herein shall run with the land.
- 9.11 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said premises and/or the said Unit and/or the said Building or on the transfer of the said Unit, the same shall be borne and paid by the Purchaser within 7 days of a demand being made by the Developer without raising any objection thereto.
- 9.12 The Developer shall be entitled to apply for and obtain and/or raise financial assistance from Banks, Financial Institutions, Non-Banking Financial Institutions towards construction of the Building or any part thereof by way of mortgage or charge of or otherwise creating a lien on the said premises or any part or share thereof and/or any Flat/Unit in the new buildings at the said premises **Provided However That** any such mortgage, charge or lien, if it in anyway

relates to the said Unit and/or the said share in the said premises shall be redeemed by the Developer by way of repayment of the loan prior to the execution of Deed of Conveyance by the Developer in favour of the Purchaser in terms hereof.

9.13 This Agreement 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 Agreement be terminated or waived except by written consent by both parties. The Purchaser acknowledges upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Developer or any of them or their agents, servants or employees other than what is specifically set forth herein.

9.14 The building shall bear the name "**Krishna Plaza**" or such other name as be decided by the Developer from time to time.

ARTICLE-X : DEFAULTS

- 10.1. The purchaser shall promptly pay all amounts agreed to be paid by the purchaser pursuant to this agreement and shall observe and perform the terms, conditions, provisions and covenants contained in this agreement and on the part of the Purchaser to be observed and performed. It is specifically agreed undertaken and covenanted by the purchaser that all defaults, breaches and/or non compliance of any of any of the term of this agreement shall be deemed to be the event of defaults. (“Event of Defaults”)
- 10.2 If the purchasers fails to pay a particular installment for 90 days beyond the schedule time, then this agreement shall automatically be deemed to be the event of defaults. (“Event of Defaults”)
- 10.3. Upon happening or occurring of an event of default as per clause 10.1 & 10.2., the developer shall without prejudice to the rights that the developer may have either under this agreement or in Law or otherwise, be entitled to terminate this agreement. Provided further that upon termination of this agreement as aforesaid, the developer shall forfeit as sum equivalent to 15 percent of the consideration of the said units or the entire allotment money whichever is higher and such other charges as the developer may have incurred in respect of the said unit and shall refund the balance money to the

purchaser within 45 days from the date of cancellation of the agreement. Any delay of such refund by the developer beyond 45 days will be entitled to 12% p.a. interest to the allottees.

- 10.4. The Developer shall refund the balance money without any interest within forty five days from the date of termination of agreement or within 15 days from the date of re booking by the developer of the said unit whichever is earlier.
- 10.5. The Developer shall endeavour to complete the construction of the said unit as per the time mentioned in the seventh Schedule herein below mentioned.

Notwithstanding the above, the Developer shall be entitled to an extension of time in arriving at the completion time (grace period), if the performance of the obligations of the Developer are delayed on account of the following reasons:

- (i) Non Availability of steel, cement, other building materials, water supply or electric supply.
- (ii) Any change in the applicable law or existence of any injunction, court order, prohibitory order or directions passed by any Court, Tribunal, body or competent authority; or
- (iii) Delay in securing permissions, approvals, NOC, completion certificate, and or occupation certificate, water, electricity,

drainage, or sewerage connection from the competent authority for reasons beyond the control of the developer;

(iv) Any other reasons beyond the control of the Developer.

10.6. If the developer is unable to or fails to give possession of the said unit to the purchaser within the scheduled time, even after consideration of grace period as mentioned above & Force Majeure clause, then the purchaser shall be entitled to a delay penalty equivalent to a monthly interest of 12 percent per annum from the completion time on the amount received from the purchaser till the date of expiry of the notice of possession, or in alternate on the demand of the purchaser may refund the entire amount received from the purchaser alongwith the simple interest of 12 percent per annum from the date of receipt of the same within 45 days of cancellation of such agreement.

10.7 For any event of default by the developer or any breach of agreement committed by the developer which has been reasonably proved by the purchaser and considerably accepted by the developer, the purchaser may terminate/cancel the agreement. Provided further that upon termination of this agreement, the developer shall refund the entire sum received

till date, back to the purchaser with simple interest of 12% p.a. within 45 days of termination of the agreement.

10.8 For any unavoidable circumstances, on cancellation/termination of the agreement, if the developer fails to pay the balance amount to the purchaser due within the stipulated period of 45 days, the developer shall pay additional 1% interest penalty per annum on and above 12% p.a. for the additional period above 45 days.

ARTICLE -XI :FORCE MAJEURE

11. **FORCE MAJEURE:** The following shall be included in the reasons beyond the control of the Developer for giving possession of the said Unit to the Purchasers:

- (a) storm, tempest, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc.
- (a) strike, riot, mob, pandemics, air raid, order of injunction or otherwise restraining development or construction at the said premises, scarcity or non availability of building materials equipments or labourers, local problem, changes in laws for the time being in force resulting in stoppage of construction at the said premises AND THE MATTERS TO WHICH THE DEVELOPER HAS NO

DIRECT CONTROL. In such an event neither party shall have any claim on the other for the delay on account of such force majeure.

- (c) In case there be delay in the Developer's fulfilling its obligations for ANY MATTER TO WHICH THE DEVELOPER HAS NO DIRECT CONTROL, the Purchaser shall not have any claim on the DEVELOPER, for the period of delay on account of such force majeure.

ARTICLE -XII : RIGHTS OF DEVELOPER VIS-À-VIS THE PURCHASER:

- 12.1 The space/room under the over-head water tank and lift machine room on the said Roof and all open spaces of or in the said premises and also the constructed space in the Ground Floor of the Building and all open and covered Car Parking Spaces (save one if so and specifically agreed to be granted to the Purchaser hereunder) shall not be nor can be claimed by the Purchaser alongwith or independent of the Co-owner, to be part of or comprised in any Common Areas and Installations and shall belong to and remain the exclusive property of the Developer, and the Developer shall have the full free and exclusive right:

- (i) To use the same in such manner and for such purpose as the Developer may in their absolute discretion deems fit and proper.
- (ii) To make constructions of additional floors, new constructions, additions and/or alterations from time to time thereon or thereto or therein or on any part thereof and to connect all common facilities and utilities in or for the said Building to such constructions and do all acts and things (including erecting of scaffoldings and storing of building materials in the Common Areas of the said premises) for such construction additions alterations and connections as be deemed by the Developer to be expedient for the same (notwithstanding any temporary inconvenience to the Purchaser in using and enjoyment of the said Unit).
- (iii) To deal with, transfer, sell and/or part with possession of the same in one or more lots and with or without any constructions thereon or thereto to any person and on such terms and conditions as the Developer in its absolute

discretion shall think fit and proper and appropriate the sale proceeds arising thereby and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Developer exclusively.

12.2 The Purchasers shall have the right to use only the Ultimate roof of the Building demarcated by developer and all persons expressly permitted by the Developer or any of them.

12.3 In particular and without prejudice to the rights of the Developer hereinbefore contained, it is also expressly agreed and recorded as follows:-

- (i) The Developer shall have the right to grant to any person the exclusive right to park his car or scooter or two wheeler or otherwise use and enjoy for any other purposes, the open spaces at the ground level surrounding the Building at the said premises and also the covered spaces in the Ground Floor of the Building (including Parking Spaces not expressly provided for to the

Purchaser under this Agreement) in such manner as the Developer shall in their absolute discretion think fit and proper.

- (ii) The Developer shall, notwithstanding anything to the contrary elsewhere herein contained, fully entitled to enclose the open spaces at the ground level surrounding the Building (save and except the common driveway) and use or allow or transfer the same to any person or persons at such consideration and on such terms and conditions as the Developer may deem fit and proper and the Purchaser shall not be entitled to raise any objection with regard thereto and no consent of the Purchaser shall be required.

12.4 In the event the Developer make any further or additional construction or additions or alterations, the proportionate undivided share of the Purchaser in the land comprised in the said premises as also in the Common Areas and Installations shall stand reduced proportionately and for that the Purchaser shall not claim any amount from the Developer or any of them.

12.5 The proportionate share of the Purchaser in various matters referred herein shall be such as be determined by the Developer and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

ARTICLE -XIII :ARBITRATION

Any dispute arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms and conditions thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion. In case the parties fails to settle the dispute amicably within 15 days, the same shall be settled through Arbitration as per the Arbitration and Conciliation Act, 1996, or any other statutory amendments/ modifications thereof for the time being in force, by a sole arbitrator selected from the name of two arbitrators proposed by the Developer. In case the purchaser delays/neglects or refuse to select one arbitrators then the developer shall be entitled to nominate any one as the Arbitrator.

The Courts of Calcutta (Kolkata) shall have the jurisdiction to entertain and try all actions suits and proceedings arising out of this agreement

ARTICLE XV : JURISDICTION

14. **JURISDICTION:** Only the Courts within the Ordinary Original Civil Jurisdiction of the Calcutta High Court shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

ARTICLE XVI : NOTICE

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

Name and address of Allottee :

.....
.....
.....

Developer Details:**BALAJI DEVELOPERS,**

267, Burdwan Road, Opposite Pushpa Villa,

P.O. & P.S. & Siliguri, Dist: Darjeeling,

Pin: 734005, West Bengal.

Email: bikram@encap.in

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

THE FIRST SCHEDULE ABOVE REFERRED TO :**(Description of the said Property/Premises)****(PROPERTY OWNED BY LAND OWNERS No.- 1 to 5)**

All that piece and parcel of Bastu land measuring about **31.47289** decimals more or less is equivalent to **19** Cottahs **1** Chittacks **08** Sft more or less together with one storied brick built building standing thereupon having covered area of **2200** sft more or less , comprised in L.R. Dag No. 2894, L.R. Khatian No.- 4314, 3186,

3187, 3188, 3189, under Mouza – Barua, J.L. No. 152, under P.S. Raiganj, P.O. Raiganj, within in the local limits of the Raiganj Municipality, N.S. Road Mohanbati, in the district of Uttar Dinajpur, West Bengal, within the limits of District Registrar – Uttar Dinajpur, and Additional District Sub Registrar – Raiganj, within the limits of Block Land & Land Records Office Raiganj, butted and bounded by :

ON NORTH: By Sushila Saraf & Raghu Nandan Agarwal.

ON SOUTH: By Chandana Bhowmick & Bijaya Tater.

ON WEST: By PWD Road (N S Road).

ON EAST: By S. Paul & others.

(PROPERTY OWNED BY LAND OWNER No.-6)

All that piece and parcel of Bastu land measuring about 6991 Sft more or less is equivalent to **9** Cottahs **11** Chittcaks **16** Sft more or less together with one storied brick built building standing thereupon having covered area of **1000** sft more or less , along with common user right of 1/3rd share of passage measuring about 427.5 sft i,e 142.5 Sft comprised in L.R. Dag No. 2894, L.R. Khatian No.- 4313, 4315 under Mouza – Barua, J.L. No. 152, under P.S. Raiganj, P.O. Raiganj, within in the local limits of the Raiganj Municipality, N.S. Road, Mohanbati, in the district of Uttar Dinajpur, West Bengal, within the limits of District Registrar – Uttar Dinajpur, and

Additional District Sub Registrar – Raiganj, within the limits of Block Land & Land Records Office Raiganj.

said land is butted and bounded by :

ON NORTH: Bikram Kr Saraf

ON SOUTH: Chandana Bhowmick & Bijaya Tater

ON WEST: PWD Road (N S Road) & Chandana Bhowick

ON EAST: By S. Paul & others and Loknath Abasan

(ENTIRE AMALGAMATED PROPERTY OWNED BY LAND

OWNERS No.- 1 to 6)

All that piece and parcel of Bastu land measuring about **28** Cottahs **12** Chittacks **24** Sft more or less, comprised in L.R. Dag No. 2894, L.R. Khatian No.- 3186, 4314, 3187, 3188, 3189, 4313 & 4315 respectively under Mouza – Barua, J.L. No. 152, under P.S. Raiganj, P.O. Raiganj, within in the local limits of the Raiganj Municipality, N.S. Road, Mohanbati, in the District of Uttar Dinajpur, West Bengal, within the limits of District Registrar – Uttar Dinajpur, and Additional District Sub Registrar – Raiganj, within the limits of Block Land & Land Records Office Raiganj, butted and bounded by :

ON NORTH: By Sushila Saraf & Raghu Nandan Agarwal

ON SOUTH: By Chandana Bhowmick & Bijaya Tater

ON WEST: PWD Road, Suhsila Saraf and Chandana Bhowmick

ON EAST: By S.Paul & Others and Loknath Abasan.

THE SECOND SCHEDULE ABOVE REFERRED TO:**(Unit)**

ALL THAT the Flat in or portion of the Building being **Flat No., at 'Krishna Plaza',floor, N S Road, Mohanbati, Pin: 733134, Raiganj, Dist:Uttar Dinajpur, West Bengal** containing an carpet area ofsq. feet without balcony, carpet area with balcony ofsq. feet, built up area of.....sq. feet on **Floor** (as shown in the map annexed hereto duly bordered in 'RED' thereon) in the Building known as “**Krishna Plaza**”.

THE THIRD SCHEDULE ABOVE REFERRED TO:**PART-I****(Common Areas & Installations- common to the Co-owners)**

1. Staircases, lobby and landings having windows with standard section of wood and glass panes with stair cover on the ultimate roof.
2. Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lift.

3. Electrical installations with main switches and meters and space required therefore.
4. 4/5 passenger lifts with all machinery accessories and equipment (including lift machine room) and lift well for installing the same.
5. Water pump with electric motor.
6. Overhead water tank and underground water reservoir with distribution pipes therefrom connecting to different units and from the underground water reservoir to the over-head water tank.
7. Water waste and sewage evacuation pipes from all or any of the units to drains and sewers common to the Building
8. Demarcated portion of the Ultimate roof of building

PART-II

(Specifications for construction of the Building and

Fittings and fixtures to be provided in the Unit)

- Foundation: RCC strip footing.
- Structure: RCC framed structure with 8" &/or 10" masonry walls and 5" masonry partition walls.
- Walls & Ceiling:
 - Internal : AAC Block/Brick wall with plaster of paris

finish.

- External : AAC Block/Brick wall with surface texture / acrylic paints finish.

- Entrance: Block board Flush doors.
- Toilet: Doors (Block board or PVC or similar type)
- Fittings: Necessary lock and accessories will be provided on main gate.
- Windows: Wood/Aluminum Sectional glass panel and locking arrangement.
- Doors: C.P. Flush door shutter with locking arrangement.
- Floor Finish: Vitrified Tiles finish inside all flats.
- Sanitary:
 - Toilets: Concealed plumbing with hot and cold water lines; white WC, cistern, wash basin with CP fittings.
 - Kitchen: Raised cooking platform of granite; stainless steel sink; glazed tile dado in white base.
- Water supply: Through Overhead Water tanks.
- Electrical: Concealed conduit wiring with copper conductors; AC plug point in one bedroom and drawing room; Geyser point in toilet; exhaust fan point in

kitchen; light and fan points in all rooms; electric calling bell point in entrance; TV and telephone outlet; electrical switches.

- Elevators: Manual or Semi-automatic lift of reputed make brand or equivalent.
- Extra Facilities
 - (i) 24 hrs. Generator service for common area
 - (ii) 24 hrs. water supply.

Note: Subject to change without notice at the discretion of the Architects.

PART-III

(Period of construction of Unit)

Subject to the other terms and conditions of the Agreement, the said Unit described in the **SECOND SCHEDULE** hereto is expected to be constructed and completed within 30.09.2022 from the date of sanction of plan, with a provision for extension of another period of 6 (six) months subject to additional grace periods granted by Govt. Authorities under Pandemic.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the Common Areas, machineries, equipments installations and accessories for common services, utilities and facilities (including the outer walls of the Building).

2. **OPERATIONAL:** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lift, water pump with motor etc.).

3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).

4. **ASSOCIATION:** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Developer or any agency looking after the Common Purposes until handing over the same to the Association.

5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any Unit).
6. **INSURANCE:** Insurance premium for insurance of the Building for insuring the said building against defect, earthquake, damage, fire, lightning, mob, violence, civil commotion and any other risks, if insured by the Developer.
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Developer or its nominee and/or the Association for the Common Purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Consideration)

PART-II

The amount mentioned in **PART-I** hereinabove shall be paid by the Purchaser to the Developer in installments as follows:

SL. No.	Stages of Construction	Amount / % of Total Consideration
1.	On Application/ Booking	Rs. 1,00,000/- plus GST
2.	On Allotment/Execution of Agreement of Said Flat	10% of Total Consideration (Less Booking amount)
3.	On Completion of Foundation	10 % of Total Consideration plus GST
4.	On Completion of Ground Floor Roof Casting	10% of Total Consideration plus GST
5.	On Completion of 1 st Floor Roof Casting	10% of Total Consideration plus GST
6.	On Completion of 2nd Floor Roof Casting	10% of Total Consideration plus GST
7.	On Completion of 3rd Floor Roof Casting	10% of Total Consideration plus GST

8.	On Completion of 4th Floor Roof Casting	15% of Total Consideration plus GST
9.	On Flooring & Internal Plaster of the Said Flat	10% of Total Consideration plus GST
10.	Last & Final Installment on Notice of possession	5% of Total Consideration plus GST
11.	Car Parking	Rs 1,00,000/- plus GST at the time of Agreement and Rs 3,00,000/- plus GST at the time of notice of possession.
12.	<p><u>Other Charges:</u></p> <ul style="list-style-type: none"> • Maintenance Advance deposit @ Rs. 24000/- for 3 BHK and @ Rs. 18000/- for 2 BHK for a period of 1 (one) year chargeable from the date of notice of possession • Formation of Association : Rs. 5000/- (Rupees Five 	<p>Payable along with Final Installment</p> <p>-do-</p> <p>-do-</p>

	<p>thousand only)</p> <ul style="list-style-type: none"> • Legal Fees: Rs. 15000/- (Rupees Fifteen thousand only. • Extra cost applicable for any Alteration/Modification in the Flat within the permissible limit 	<p>-do-</p> <p>100% Payable along with the request letter for the said Alteration/Modification</p>
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(Note: GST charged as per prevailing rate. Any changes by Govt. will be extra as applicable)

It is further agreed that for extra work, the purchaser shall make advance payment for the same.

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

SIGNED, SEALED AND DELIVERED

OWNERS above named.

SIGNATURE OF THE OWNERS

(As a constituted attorney of Land Owners)

SIGNED, SEALED AND DELIVERED

DEVELOPER above named.

SIGNATURE OF THE DEVELOPER

SIGNED, SEALED AND DELIVERED

Purchaser above named.

SIGNATURE OF THE PURCHASERS

WITNESSES:

1.

2.