

DEED OF CONVEYANCE

Property Sold : One self contained residential self contained flat No: _____ on the _____ floor admeasuring area of _____ Sq. Ft. Carpet Area along with parking No _____ admeasuring area of _____ sq ft at

“_____ **(Building name)**” lying and situated at being municipal premises No. 109B, Keshab Chandra Sen Street, Kolkata- 700009, Post Office and Police Station -Amherst Street, within the limit of Kolkata Municipal Corporation Ward No. 38 in the district Kolkata, West Bengal.

THIS DEED OF CONVEYANCE made on this_____ day of Thousand and Twenty _____ .

BETWEEN

(1)CHANDANA CHATTERJEE (Aadhaar Card No. 5733 5439 0828) (PAN-AVQPC9443A), wife of Late Sekhar Chatterjee, by faith - Hindu, by Nationality Indian by Occupation - Housewife, **(2) SHUVANGI CHATTERJEE**, (Aadhaar Card No. 9498 5114 8512) (PAN - AVQPC9442B), daughter of Late Sekhar Chatterjee, by faith - Hindu, by Nationality - Indian, by occupation - Housewife, both residing at 109/B, Keshab Chandra Sen Street, Post Office – Raja Ram Mohan Sarani, Police Station - Amherst Street, Kolkata 700009, hereinafter jointly called and referred to as the **VENDORS/OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

OM CONSTRUCTION (PAN-AAGFO3848Q) a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 2/1A, Bidhan Sarani, Third Floor, Post office and Police Station - Amherst Street Kolkata - 700006 represented by its Partners namely SRI ANAND PRAKASH GUPTA (PAN-ADWPGO213C, Aadhaar No. 563480440224, M-9331715159), son of Madhab Prasad Gupta, by faith Hindu, by Occupation Business, residing at 223, Bidhan Sarani, Police Station Jorasanko, Post Office Burrabazar, Kolkata - 700006 and DHARMENDRA KUMAR JAISWAL (PAN-AFUPK9359P, Aadhaar No. 845257853536, M 9830181487) son of Ram Chandra Prasad Jaiswal,by faith - Hindu, by Nationality - Indian, by Occupation -Business, residing at 3C, Teghoria Main Road, Police Station -Baguiati, Kolkata - 700157, hereinafter referred to as the **“DEVELOPER ”** (which term or expression shall unless by or repugnant to the context be deemed to mean and include its successor or successor-in-office and/or assigns) of the **SECOND PART**.

-AND-

[If the Allottee is a Company] , (CIN No....) a company incorporated under the provisions of the Companies Act, 1956 or 2013, as the case may be, having its registered office at (PAN), represented by its authorized signatory, (Aadhar No.) duly authorized vide board resolution dated hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

(or)

[If the Allottee is a Partnership], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at (PAN) represented by its authorised partner, (Aadhar No.) authorised vide hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

(or)

[If the Allottee is a HUF] Mr./Mrs. (Aadhar No.) son/daughter of aged about FOR SELF AND AS THE Karta of the Hindu Joint Family known as HUF, having its place of business/residence at (PAN) hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

(or)

[If the Allottee is an individual] Mr./Mrs. (Aadhar No.) son/daughter of aged about residing at (PAN) hereinafter referred to as the Purchasers (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

The Developer and Purchasers shall hereinafter collectively be referred to as the Parties and individually as a Party of the **THIRD PART**:

SECTION- I # INTERPRETATION:

WHEREAS:

A. In these presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

(i) "Agreed Consideration" shall mean the consideration mentioned in **PART-I** of

the **FIFTH SCHEDULE** hereto and payable by the Purchaser to the Builder for acquiring the said Unit.

(ii) “Architects” shall mean any Architect whom the Vendors and the Builder have appointed as the Architects for the Project / Buildings time to time.

(iii) “Association” shall mean an Association, Syndicate, Committee, Body, Society or Company which would comprise the purchasers of Units and the Builder as may be required and be formed or incorporated at the instance of the Builder for the Common Purposes with such rules and regulations as shall be framed by the Builder.

(iv) “Buildings” shall mean _____, _____ and _____ BHK Apartments having One Block of Apartments a total of apartments of different types in G+storied Block including such other constructions and/or structures, as may be constructed on the Premises by the Builder from time to time.

(v) “Built-Up Area” and/or **“Covered Area”** in relation to a Flat shall mean the floor area of that Flat including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein Provided That if any wall, column or pillar be common between two Flats, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such Flat.

(vi) “Carpet Area” means the net usable floor, area of an Flat/Apartment, excluding the area covered by the external walls, areas under services shafts, excluding balcony or verandah area and exclusive open terrace, but includes the area covered by the internal partition walls of the flat/apartment;

(vii) “Car Parking Area” means an area either enclosed or unenclosed, covered or open excluding open car parking areas reserved for common areas and facilities to park vehicles located at any level and includes all types of car parking areas sanctioned by the Competent Authority;

(viii) “Common Area” means

i) the entire land for the real estate project or where the project is developed in phase and registration under the **THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016**, the entire land for that phase;

ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of the building;

iii) the common basements, terraces, parks, play areas, visitors car parking areas

and common storage spaces;

iv) the premises for the lodging of persons employed for the managements of the property including accommodation for watch and ward staffs or for the lodging of community service personal;

v) Installations of central services such as electricity, gas, water, and sanitation, air-conditioning and incinerating system for water conservation and renewal energy;

vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

vii) all community and commercial facilities as provide in the real estate project;

viii) all other potion of the project necessary or convenient for its maintenance, safety etc., and in common use;

(ix) “Common Expenses” shall mean and include all expenses for the maintenance, management and upkeep of the Buildings, the Common Area/Portions, and the Premises and also the expenses for Common Purposes of the Unit Owners and shall be payable proportionately by the Purchaser periodically as part of maintenance charges.

(x) “Common Portions” shall mean the common areas and installations in the Buildings and the Premises that are more fully and particularly mentioned in the **THIRD SCHEDULE** hereto.

(xi) “Common Purposes” shall include the purposes of managing and maintaining the Premises, the Buildings and in particular the Common Portions, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common.

(xii) “Corpus Deposit or Sinking Fund” shall mean a deposit comprising of amounts to be paid / deposited and/or contributed by each Unit Owner, including the Purchaser herein, towards future capital expenses or major maintenance which shall be held by the maintenance Agency/Company/Association.

(xiii) “Family Members” shall mean, and includes husband, wife minor son and unmarried daughter wholly dependent on a person.

(xiv) “Land” shall mean the entire land **ALL THAT** piece and parcel of land

measuring an area of 4 Kottahs 15 Chittacks 35 sq.ft. or 333.51 sq.mtrs be the same or little more or less together with three storied brick build dwelling house standing thereon measuring 6600 sq ft super built up area fully Occupied by the tenants and illegal occupiers and Ground floor consists of 2200 sq ft super build up area, First floor consists of 2200 sq ft super build up area, second floor consist of 2200 sq. ft. super build up area situated and lying and being premises No.109B, Keshab Chandra Sen Street, Kolkata- 700009, Post Office and Police Station -Amherst Street, within the limit of Kolkata Municipal Corporation Ward No. 38, having Assessee No.110381900666 with all easement rights, more fully & particularly mentioned and described in the First Schedule hereunder written.

(xv) “Maintenance Agency” shall mean the Builder or any association, society, company, body or committee formed/appointed by the Builder for the Common Purposes.

(xvi) “Municipal Corporation” shall mean the Kolkata Municipal Corporation and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans.

(xvii) “Notice of Possession” shall mean the notice given by the Builder to the Purchaser in terms of clause 6.1 herein below stating that the said Unit is ready for possession.

(xviii) “Plan” or “Plans” shall mean the plan sanctioned by the Kolkata Municipal Corporation; vide Building Plan/permit No. 2022040014 dated 14/07/2022 for construction of the Buildings at the Land and shall include any other plan or plans sanctioned by any other department or departments authorised to do so and shall also include all its variations, modifications, alterations, amendment, validation, revalidation, renewals, extensions, if any, that may be made or obtained by the Vendors and/or the Builder from time to time.

(xix) “Premises” shall mean the Land including the Buildings and other structures to be constructed thereon.

(xx) “Project” shall mean the work of development undertaken and to be done by the Vendors and the Builder jointly in respect of the Premises and/or any modification or extension thereof till such development of the Premises is completed and possession of the completed Flats / Units are made over to the respective Unit Owners.

(xxi) “Proportionate” with all its cognate variations shall mean the ratio the

Covered Area of any Flat may bear to the Covered Area of all the Flats in the Buildings.

(xxii) “Proportionate Undivided Share” in relation to a Flat shall mean the proportionate variable undivided indivisible and impartible share in the Land comprised in the Premises that is attributable to such Flat at any point of time.

(xxiii) “Said Flat” shall mean One self contained residential self contained flat No: _____ on the _____ floor admeasuring area of _____ Sq. Ft. Carpet Area along with parking No _____ admeasuring area of _____ sq ft at “_____ **(Building name)**” lying and situated at being municipal premises No. 109B, Keshab Chandra Sen Street, Kolkata- 700009, Post Office and Police Station -Amherst Street, within the limit of Kolkata Municipal Corporation Ward No. 38 in the district Kolkata, West Bengal morefully described in **PART-I** of the **SECOND SCHEDULE** hereto.

(xxiv) “Said Undivided Share” shall mean the proportionate variable undivided indivisible and impartible share or interest in the Land comprised in the Premises attributable to the said Flat.

(xxv) “Said Unit” shall mean the said Flat, the said Vehicle Parking Space, (if any), and the right of common use of the Common Portions and wherever the context so intends or permits, shall also include the Said Undivided Share.

(xxvi) “Said Garage” shall mean a place within a described in **Part-II** of the **SECOND SCHEDULE** hereto.

(xxvii) “Saleable Area” of a Flat shall mean the Built-Up Area of such Flat and the Proportionate Undivided Share attributable to such Flat.

(xxviii) “Unit” shall mean a residential apartment in the Buildings, with or without any Vehicle Parking Space, and wherever the context so intends or permits, shall include the Proportionate Undivided Share attributable to such Flat and the right of common use of the Common Portions thereto.

(xxix) “Unit Owners” shall according to the context, mean all purchasers and/or intending purchasers of different Flats / apartments / Units in the Buildings and shall also include the Builder in respect of such. Flats / apartments / Units which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Vendors and/or the Builder.

(xxx) “Vehicles Parking Space” shall mean such covered spaces on the ground floor or the basement of the Buildings, Open Spaces surrounding or adjacent to the

Buildings that may be earmarked by the Builder for parking private cars of the Unit Owners.

(xxxix) “Builder’s Advocates” shall mean Juriste Legal, of , who have prepared this Agreement and who shall prepare all legal documents including the Deed of Conveyance in respect of the development, construction, sale and transfer of the Units including the said Unit, in the Premises.

(xxxix) “Masculine” gender shall include the “Feminine” and “Neuter” genders and vice versa.

(xxxix) “Singular” number shall include the “Plural” and vice versa.

(xxxix) “Completion Certificate” shall mean Completion Certificate issued by the Municipality on dated for the grant of partial Completion Certificate.

(xxxix) “Rights on Purchaser's Default” shall mean the rights mentioned in the **SIXTH SCHEDULE** hereto to which the Association and/or the Maintenance Agency shall be entitled in case of any default or breach by the Purchaser.

(xxxix) “Said Sale Agreement” shall mean the Agreement made between the Vendors herein, therein also referred to as the Vendors of the First Part, the Builder herein, therein also referred to as the Builder of the Second Part, and the Purchasers herein, therein also referred to as the Purchasers of the Third Part whereby the Vendors and the Builder have agreed to sell and the Purchasers have agreed to purchase the Said Flat and or for the consideration and on the terms and conditions, as therein contained.

B. The Vendors are the absolute owners of the said Premises.

C. The facts describing the devolution of title of the Vendors to the Premises are more particularly mentioned in the **SEVENTH SCHEDULE** hereto.

D. The Purchasers herein being desirous of purchasing **ALL THAT** the said Unit, approached and requested the Vendors and the Builder to sell the said Unit to the Purchasers, when accepting the said request of the Purchasers, by the Said Sale Agreement, the Vendors and the Builder agreed to sell and the Purchasers agreed to purchase the said Unit at or for the consideration and on the terms and conditions, more fully therein contained.

E. In due course the builder has completed the construction of the said project accordance with necessary approvals and sanctioned plans and named the complex “_____” and fulfilled all terms and conditions of the said Development Agreement and subsequent Amendments up to date.

F. The Vendors and the Builder have since caused construction and completed construction of the Said Unit in accordance with the Plans and obtained the Completion Certificate from Municipality issued on letter dated for the grant of Completion Certificate and have issued to the Purchasers the Notice of Readiness and the Notice of Possession in terms of the Said Sale Agreement.

G. The Purchasers having fully inspected and being completely satisfied with the quality, workmanship and specification of construction of the Said Unit, has been taken over vacant and peaceful possession thereof prior to the date of execution of these presents and have no claim and /or demand of whatsoever nature include pecuniary.

H. Now at the request of the Purchasers, the Vendors and the Builder have in terms of the Said Sale Agreement agreed to execute and register these presents in favour of the Purchasers in the manner as hereinafter contained.

I. It is recorded that at or before execution of these presents, the Purchasers have by obtaining independent professional services, examined and fully satisfied themselves as to the following:

(a) The title of the Vendors to the Premises and also the Said Unit;

(b) The right of the Builder in respect of the Project;

(c) The terms, conditions, restrictions and obligations contained in the Said Sale Agreement and these presents;

(d) The Plans sanctioned by the Municipality;

(e) The total measurement of the Said Unit including the Super Built-Up Area thereof;

(f) The specifications of materials used for construction of the Said Unit and the Buildings; and have agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives their respective right, if any, to do so.

SECTION – II # WITNESSETH :

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of Rs. _____/- (Rupees _____ only) by the Purchasers to the Builder paid at or before the execution hereof (the receipt whereof the Builder doth hereby as also by the receipt and memo of consideration hereunder written admit and

acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Purchasers and the Said Unit being hereby conveyed) the Vendors and the Builder do and each of them doth hereby grant convey sell transfer release assign and assure unto and in favour of the Purchasers **ALL THAT** the Flat, being Flat No._____ on the _____ Floor admeasuring an area of _____ sq.ft. Carpet Area as more fully and particularly mentioned and described in **PART – I** of the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** proportionate undivided share in the Land comprised in the Premises, as more fully mentioned and described in the **FIRST SCHEDULE** hereunder written and attributable to the Said Unit, **TOGETHER AND WITH** like proportionate undivided share in the Common Portions, fully mentioned and described in the **THIRD SCHEDULE** hereunder written and attributable to the Said Unit, **AND TOGETHER WITH** the right to park one car in Car Parking Space No._____ , in the_____ as allotted in the Said Vehicle Parking Space at the Premises, if so categorically sold and purchased under these presents and as more fully mentioned in **PART – II** of the within mentioned **SECOND SCHEDULE**, (all hereinafter collectively referred to as “the Said Unit”), **AND TOGETHER ALSO WITH** the right to use and enjoy the Common Portions in common with the other Unit Owners of the Building **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said Unit **AND** all the estate right title interest property claim and demand whatsoever of the Vendors and/or the Builder into or upon the Said Unit **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Unit **TO HAVE AND TO HOLD** the Said Unit and every part thereof unto and to the use of the Purchasers absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchasers’ covenants and agreements hereunder contained and on the part of the Purchasers to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations set forth in the **FIFTH SCHEDULE** hereunder written and the Said Sale Agreement) **AND ALSO SUBJECT** to the Purchasers paying and discharging all municipal and other rates taxes and impositions on the Said Unit wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written proportionately, and all other outgoings in connection with the Said Unit wholly and the Premises and in

particular the Common Portions proportionately.

SECTION – III # VENDORS' AND BUILDER'S COVENANTS:

I. THE VENDORS AND THE BUILDER DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE PURCHASER as follows:-

i) The right, title and interest which the Vendors and the Builder doth hereby profess to transfer subsists and that the Vendors and the Builder have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchasers, the Said Unit in the manner aforesaid.

ii) It shall be lawful for the Purchasers, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the Said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendors or the Builder or any person or persons claiming through under or in trust for them or any of them **AND** freed and cleared from and against all manner of encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.

iii) The Builder for the time being, and subsequently the Association or Maintenance Company, after handing over the charge of maintenance and management of the Premises to the Association or Maintenance Company by the Builder, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Said Unit hereby granted sold conveyed and transferred unto and to the Purchasers in the manner aforesaid as shall or may be reasonably required by the Purchasers.

iv) The Builder for the time being, and the Association or Maintenance Company, upon the Builder handing over all relevant documents in respect of the said Premises to the Association or Maintenance Company, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers produce or cause to be produced to the Purchasers or to his attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Premises and also shall at the like

request and costs of the Purchasers deliver to the Purchasers such attested or other copies or extracts there from as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

SECTION – IV # PURCHASERS' COVENANTS:

II. THE PURCHASERS DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE VENDORS AND THE BUILDER as follows:

1. The Purchasers agree and bind themselves that the Purchasers shall and will at all times hereafter abide by and observe the restrictions (a) set-forth in the **FIFTH SCHEDULE** hereunder written and contained in the Said Sale Agreement.

2. The Purchasers have also examined and satisfied themselves about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Buildings, installation, maintenance and user of lift and other utilities and facilities at the Premises and rules made there under and also acquainted itself and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.

3. As from the date hereof, the Purchasers bind themselves to regularly and punctually pay the following amounts and outgoings:

i) Municipal rates and taxes, surcharge and water tax, if any and as assessed on the Said Unit, directly to the Municipal Corporation Provided That so long as the Said Unit is not separately assessed for the purpose of such rates and taxes, the Purchasers shall pay to the Builder/Maintenance Agency proportionate share of all such rates and taxes assessed on the Premises.

ii) All other impositions, levies, cess, taxes and outgoings (including Multistoried Building Tax, Betterment fees, Development Charges, GST, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the Said Unit or on the Premises by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said Unit and proportionately in case the same relates to the Premises, as the case may be.

iii) Electricity charges for electricity consumed in or relating to the Said Unit directly to electricity supplying body or the Maintenance Agency, as the case may be.

iv) Maintenance charges and proportionate share of all Common Expenses

(including any contribution towards major repairs, electricity consumption for the common meter, lift, renovation, etc. in or for the Building, as may be required at any time in future) as shall be assessed on the Said Unit and demanded from time to time by the Builder or, upon its formation, the Association, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Builder, or the Association upon its formation, after taking into account the common services provided at the Premises.

3.1 All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Builder or upon its formation, to the Association, within 7 days of each and every month for which the same becomes due and otherwise within 7 days of the Builder or its nominee leaving its bill for or demanding the same at the above address of the Purchasers and the Purchasers shall keep the Builder and the Association, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non payment or delay in payment thereof.

3.2 The apportionment of the liability of the Purchasers in respect of any item of expenses, tax, duty, levy or outgoings payable by the Purchasers in respect of the said Unit shall be done by the Vendor and the Association upon its formation and the same shall be final and binding on the Purchasers.

4. The Purchasers shall, in case already not so done, within 1(One) month from the date hereof apply for and obtain separate assessment of the Said Unit from the Municipal Corporation and the Vendors and the Builder shall sign necessary papers and declarations as may be required. In case the Purchasers fail to have such separation effected, then the Vendors and the Builder shall be at liberty to have the same effected as the constituted attorney of and at the costs and expenses of the Purchasers.

5. The Purchasers shall permit the Builder and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the Said Unit and every part thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the Building and also for the purpose of laying

down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the Said Unit and the Purchasers shall make good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Builder or the Association.

6. From the date of execution hereof and till the continuance of its ownership of the Said Unit, the Purchaser shall:

i) use the Said Unit only for the exclusive purpose of private dwelling or residence of respectable persons in a decent and respectable manner and for no other purposes;

ii) use the Said Vehicle Parking Space, if any right to park a motor vehicle is expressly so granted to the Purchasers hereunder, only for the purpose of parking of their own medium sized motor vehicles;

iii) not use the roof of the Building for hanging or drying of clothes, bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Unit Owners;

iv) use the Common Portions in common with the other Unit Owners of the Building and only to the extent required for ingress and to egress from the Said Unit of men materials and utilities and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Premises.

7. The Purchasers shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other Unit Owners in the Building.

8. The Purchasers shall not make any additions or alterations to the Said Unit (including internal partition walls, etc.) nor to the Building or the Premises nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the Building or the Said Unit and also not to decorate or paint or clad the exterior of the Said Unit and do not install any Grill in Verandah (including the Design of the Said Grill) otherwise than in the manner as be agreed to by the Owner/Builder or the Association in writing.

9. The Purchasers shall abide by, observe and perform all rules regulations and restrictions from time to time made in force by the Builder or the Association

(including those contained in the Said Sale Agreement and the **FIFTH SCHEDULE** hereunder written) or the appropriate authorities for the user and management of the Premises and every part thereof and in particular the Common Portions.

**SECTION – V # VENDORS', BUILDER'S AND PURCHASERS' MUTUAL
COVENANT:**

I. AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

a) The properties benefits and rights hereby conveyed unto and in favour of the Purchasers are and shall be one lot and shall not be partitioned or dismembered in part or parts and the Purchasers shall also not claim any division or partition in the Land comprised in the Premises towards its proportionate land share appurtenant to the Said Unit. It is further 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 and the transferee of the Purchasers shall be bound to abide by the rules and regulations framed for the Building and become a member of the Association.

b) All the units and other constructed areas if any as well as the other open and covered spaces in the new building or the said premises shall remain the exclusive property of the Unit Owners proportionately.

c) After the allotment and transfer of all the Units in the Building or earlier, as the case may be, the Association of the Unit Owners shall be formed and the Purchasers and the other Unit Owners shall be the members thereof, each having voting rights therein equivalent to one vote, it being clarified that in case there be more than one purchaser of a Unit then only one of the such purchasers shall be entitled to have voting right equivalent to one vote. The Purchaser shall, along with the other Unit Owners, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes.

d) Until such time the Association is formed and takes charge of the acts relating to the Common Purposes or until the expiry of three months of a notice in writing given by the Builder to the Purchasers and the other Unit Owners to take charge of the acts relating to the Common Purposes whichever be earlier, the Builder or its nominees shall manage and maintain the Premises and in particular the Common

Portions and look after the Common Purposes subject however to the Purchasers making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof.

e) Upon formation of the Association and its taking charge of the acts relating to the Common Purposes or the expiry of the notice period mentioned in the clause immediately preceding, all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Builder and/or its nominee to the Association or the Unit Owners. All references to the Builder herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association and/or the Unit Owners.

f) In the event of the Purchasers 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 Purchasers under these presents and/or in observing and performing the covenants terms and conditions of the Purchasers hereunder, then the Builder and upon its formation and taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to:-

(i) Claim interest at the rate of _____ per annum on all the outstanding amounts.

(ii) To demand and directly realise the amounts becoming due and payable to the Purchasers by any tenant or licensee or other occupant in respect of the Said Unit.

(iii) Discontinue supply of water to the Said Unit.

(iv) Disconnect electricity Connection in the Said Unit.

(v) Withhold and stop use of all other utilities and facilities (including lift) to the Purchasers and their Family Members, guests, tenants or licensees.

g) The bills for maintenance charges/Common Expenses, electricity charges, etc. payable by the Purchasers to the Builder and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Purchasers, in case the same is left in the Said Unit or in the letter box in the ground floor of the Building and earmarked for the Said Unit or emailed to the last recorded email address.

h) The Building shall together at all times as a housing complex bear the name “_____” and none else.

i) These presents constitutes the entire understanding between the Parties and

shall have overriding effect on all earlier agreements, contracts and understanding, if any, made between the Parties prior to execution of these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO :

PART - I

(Description of the Premises)

ALL THAT piece and parcel of land measuring an area of 4 Kottahs 15 Chittacks 35 sq.ft. or 333.51 sq.mtrs be the same or little more or less together with three storied brick build dwelling house standing thereon measuring 6600 sq ft super built up area fully Occupied by the tenants and illegal occupiers and Ground floor consists of 2200 sq ft super build up area, First floor consists of 2200 sq ft super build up area, second floor consist of 2200 sq. ft. super build up area situated and lying and being premises No.109B, Keshab Chandra Sen Street, Kolkata-700009, Post Office and Police Station -Amherst Street, within the limit of Kolkata Municipal Corporation Ward No. 38, having Assessee No.110381900666 and the said property is butted and bounded by in the manner following:

ON THE NORTH : By the premises No. 108, Raja Ram Mohan Roy Sarani;

ON THE SOUTH : By Keshab Chandra Sen Street;

ON THE EAST : By Partly Raja Ram Mohan Roy Sarani and partly by the Premises No. 108/1,108/2, Raja Ram Mohan Sarani;

ON THE WEST : By the Premises No. 109A, Keshab Chandra Sen Street, 107, Keshab Chandra Sen Street and 105, Keshab Chandra Sen Street.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished.

PART - II

(Description of the New Building "UTSAV")

ALL THAT the new "Building" consisting of _____, _____ and _____ **BHK** Apartments having One Block of Apartments a total of _____ apartments of different types in G+3 storied Block including such other constructions and/or structures, as per the KMC sanctioned Plan bearing No. 2022040014 dated 14/07/2022 and obtained Completion Certificate dated _____ on upon the Premises more particularly described in the First Schedule herein above.

THE SECOND SCHEDULE ABOVE REFERRED TO :

PART - I

(Description of the Said Unit)

ALL THAT the residential Self Contained Flat No._____ on the_____ Floor admeasuring an area of _____ sq.ft. Carpet Area along with garage/closed parking no._____ admeasuring an area of _____ sq.ft. at “_____” situated at premises No.109B, Keshab Chandra Sen Street, Kolkata- 700009, Post Office and Police Station -Amherst Street, within the limit of Kolkata Municipal Corporation Ward No. 38, having _____ flooring, at the Premises consisting of Bed Rooms, Living cum Dining Room, Kitchen Room Toilets, Balcony more particularly described in the First Schedule herein above and as more fully and particularly shown in the map or plan annexed hereto, being Annexure – A, and thereon bordered in red.

PART-II

(Description of the Said Vehicle Parking Space)

ALL THAT the right to park one medium sized car in Car Parking Space No.____ , admeasuring an area of _____ sq.ft., in the of the Building more particularly described in the First Schedule herein above.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the Common Portions)

1. The land on which the building is located and all easement, rights and appurtenances belonging to the land or to the building.
2. The sub structure, super structure, main wall, staircases of the building.
3. Installation of common services such as power, lights, sewerage etc. including common user for main staircases, lights etc. or way lights and scaping W.C only.
4. Tanks, pumps, motors, pipes and ducts and in general all apparatus and installations.
5. All other parts of the property necessary or convenience to its existence, maintenance and safely or normally in common use.

Common Parts

a) Entrance lobby, Corridors, Lobbies, Staircase, Staircase landing, Entrances, Exits, Pathways, Terraces, Foundations, Columns, Beams and all structural supports.

- b) Drains : Sewerage from the Premises to the main road
- c) Water Reservoir, Underground Tanks and Overhead Tanks
- d) Drainage pipes from the Units to the Drains and sewer connection to the premises
- e) Servants' Toilets.
- f) Lift
- g) Generator.
- h) Boundary walls of the premises including outside wall of the building and main gate.
- i) Common Services :
 - i) Generator, Pump and Meter with installation and room therefor
 - ii) Water pump, underground reservoir, overhead tanks, water pipes and other common plumbing installation and space required therefor.
 - iii) Transformer, common area light fittings, electric wiring meter for lighting stair case lobby and other common areas (excluding those as are installed for any particular unit) and space required therefor
 - iv) Windows, Doors, Grilles and other fittings of the common areas of the premises.
 - v) Lift/Elevator and its accessories installations and space required therefore
 - vi) Such other common parts areas equipment installations fixtures fittings covered and open space in or about the said Premises of the building as are necessary for use and occupancy of the Units as are required.

Prior to the coming into force of the West Bengal Housing Industry Regulation Act, 2017 as well as during the time the said Act was in force in the State of West Bengal before such Act was struck down by the Hon'ble Supreme Court of India, the Vendors, as entitled to, had entered into various agreements for sale with diverse purchasers in respect of various car parking spaces, both open, covered and mechanical at different locations in the said Project. The Purchaser herein expressly agrees not to question the rights of such purchasers of car parking spaces nor to interfere with their exclusive enjoyment of the same in any manner whatsoever.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. Expenses for maintaining and repairing of main structure, rain water pipes, sewer line, water line, water tanks, electrical lines, common lights.

2. Cost of cleaning and lighting the passage, main gate etc. and other common parts of the building.
 3. Cost of maintenance, painting and decoration of the exterior of the building including common doors, fixture and fittings, boundary walls.
 4. Cost of maintenance of pump space, water tanks, water pump including necessary connection thereof.
 5. Proportionate Municipal and other local taxes, ground rents, if payable, and other outgoing and impositions.
 6. All other expenses for common services and in connection with the common areas and amenities mentioned above.
 7. Insurance of the building.
 8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.
- i) Maintenance charges
 - ii) Municipal Tax
 - iii) Water Tax
 - iv) Common Electricity charges.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Restrictions imposed on the Purchasers).

1. The Purchasers agree, undertake and covenant to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;
 - b) permit the Builder, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat for the Common Purposes of the Project;
 - c) deposit the amounts for various purposes as may be required by the Maintenance Agency or the Association;
 - d) use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
 - e) keep the said Flat and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats /parts of the Building;
 - f) in particular and without prejudice to the generality of the foregoing, not to make

any form of alteration in or cut or damage the beams and columns passing through the said Flat or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;

g) use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat of men materials and utilities;

h) sign and deliver to the Builder all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the said Flat from the service provider in the name of the Purchaser;

i) bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately, and the said Unit wholly;

j) pay Municipal Corporation Taxes and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately, and the said Unit wholly, and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Municipal Corporation;

k) pay monthly common area maintenance charges for the maintenance of the Building, open areas, common areas, paths, passages and the Premises as a whole, at such rate as may be quantified by the Builder/Association;

l) pay the monthly subscription for using the Community Hall and any other facilities if provided by the Purchasers and their family members at such rate as may be quantified by the Builder/Association at the appropriate time;

m) pay for Wi-Fi, integrated communication facilities, cable TV and other utilities consumed in or relating to the said Unit;

n) allow the other Unit Owners the right of easements and/or quasi-easements;

o) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;

p) observe and comply with such other covenants as be deemed reasonable by the Builder/Association for the Common Purposes;

q) not to use the said Flat or permit the same to be used for any purpose other than a private dwelling place of families;

r) not to do or suffer any thing to be done in or about for the said Flat which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling

of the said Flat or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;

s) not to demolish or cause to be demolished the said Flat or any part thereof at any time or any part of the said Building or the fittings and fixtures thereof;

t) not to make in the said Flat any structural alterations of a permanent nature except with the prior approval in writing of the Builder and/or the Municipal Corporation and all other concerned or statutory authorities;

u) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the said Flat;

v) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the said Flat or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the Building;

w) not to put any name plate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Building save at the place as be approved or provided by the Builder Provided However that nothing contained herein shall prevent the Purchaser from putting a decent nameplate on the outer face of the main door of the said Flat;

x) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof; permission should be obtain from the Owners, once formed from the Association regarding any installation and the design of the said Grill.

y) not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the Building, save at places specified / fixed and in a manner as indicated by the Builder;

z) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of any Flat or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;

aa) not to decorate the exterior of the Building otherwise than in the manner agreed by the Builder/Maintenance Agency/Association in writing or in the manner as nearly as may be in which it was previously decorated;

bb) not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the staircase, lobby, landings, lifts, passages or in any

other common areas or installations of the Building;

cc) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Building;

dd) not to claim partition or sub-division of the Land comprised in the Premises underneath the Building and/or the Common Portions towards its Proportionate Undivided Share attributable to the said Flat or any part thereof nor to do any act or deed, whereby the rights of the Vendors and the Builder and/or the rights of the purchaser of other Flats in the Building is affected or prejudiced in any manner whatsoever nor to do any act or deed, which may cause obstruction and/or hindrance in the construction of the said Building;

ee) not to partition the said Flat by metes and bounds;

ff) not to shift or obstruct any windows or lights in the said Flat or the Building;

gg) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Builder and/or the Association;

hh) not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking car(s) or two wheeler(s) of the Purchasers, if any, mentioned in PART-II of the SECOND SCHEDULE hereto; and

ii) Purchasers shall always cooperate with other Unit Owners for ingress and egress of their respective Car/Vehicle/Motor Cycle from their respective Car parking Space of the Building by mutual understanding amongst them.

jj) not to let out the said Unit or any part thereof without obtaining prior written permission of the Builder and making payment of all sums or amounts then due and payable by the Purchaser in respect of the said Unit.

kk) not to park any car or two-wheeler in the Premises if the Purchasers have not been allotted any Vehicle Parking Space.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Rights on Purchaser's Default)

a) In case of default / delay in making payment of any amount payable under these presents (including in particular the Common Expenses and electricity charges) or otherwise by the Purchaser to the Builder or the Association upon its formation, interest shall be payable by the Purchaser at the agreed rate of percent per annum

from the due date till the date of payment.

b) In addition to the above the Purchasers shall have to deposit towards Sinking Fund/Corpus Fund before taking possession of the apartment when called upon to do so which will transfer, post deduction, if any, to the registered body (Association) after it is formed, without interest. The Maintenance Corpus Deposit collected from each Purchaser will remain credited to the account of such Purchaser in the records of Builder and subsequently to the said registered body

c) In case of there being a failure, refusal, neglect, breach or default on the part of the Purchaser to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the Said Unit continuing for more than 2 months, then the Builder and/or the Association upon its formation shall be entitled to issue a notice to the Purchaser calling upon the Purchaser to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said notice. If the Purchaser does not comply with the said notice to the satisfaction of the Builder and the Association, as the case may be, then the Builder and/or the Association, as the case may be, shall be entitled to invoke their rights under Section V clause I (f) of these presents and the Purchaser shall in addition be liable to pay to the Builder and/or the Association, compensation and/or damages that may be quantified by the Builder / Association.

d) In the event of any charges for any reason whatsoever being debited to the Bank Account of the Builder / Association for any cheque for any amount issued by the Purchaser, the Purchaser agrees to pay / reimburse to the Builder / Association, such bank charges. The Purchaser further undertakes that in case of return of any cheques being dishonoured, the Purchaser shall be liable to make payment of the amount of such dishonoured cheque with interest thereon. This shall be without prejudice to the other legal rights of the Builder / Association under law (including under the Negotiable Instruments Act, 1881) as also the other rights of the Builder and/or the Association under this Agreement.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Devolution of Title)

- A.** One (1) SMT. GOURI BOSE, widow of Rabindra Mohan Bose since deceased; (2) SRI ARUP KUMAR BOSE, son of the said Rabindra Mohan Bose, (3) SMT. TAPATI SINGH, wife of Sri Kanta Kumar Singh, all residing at No. P-119, Block-

“F”, New Alipore in the town of Kolkata and (4) SMT. KETAKI DE, wife of Dr. Bimal De, residing at 4, Shekespeare Sarani, Kolkata was the absolute owners of the property situated at the premises No.109B, Keshab Chandra Sen Street, Kolkata- 700009, Post Office and Police Station - Amherst Street, within the limit of Kolkata Municipal Corporation herein after called and referred as the first Schedule part I mentioned property and hereinafter called and referred having their respective share.

- B.** While seized and possessed jointly the said first Schedule part I mentioned property (1) SMT. GOURI BOSE, (2) SRI ARUP KUMAR BOSE, (3) SMT. TAPATI SINGH, (4) SMT. KETAKI DE sold, transferred and conveyed the said property unto & in favour of (1) Shri Ram Dhani Singh, son of Shri Laltu Prasad Singh residing at 173, Picnic Garden Road, Kolkata- 700039, and (2) Shri Shayam Sundar Chaterjee, son of Sudhir Kumar Chaterjee since deceased residing at Kankinara railway quarters, Dist - North 24 Parganas, by way of the deed of conveyance which was registered in the office of Registrar of Assurances, Calcutta and the same was recorded in book number 1, volume number 147, pages from 72-83, being number 4484 for the year 1980.
- C.** By virtue of the Deed of Conveynce vide Deed No. 4484 of 1980 the said Ram Dhani Singh and Shri Shayam Sundar Chaterjee became the joint owners of the said property, each having the undivided half share in the said property.
- D.** The said Shyam Sundar Chaterjee, who was the owner of undivided half share of the said property out of his natural love and affection towards his full blooded elder brother, Shri Suresh Chandra Chaterjee made a deed of gift in respect of his entire undivided half share and interest in the said property in favor of his elder brother Shri Suresh Chandra Chaterjee by way of the deed of gift registered in the office of the Additional Registrar of Assurances- I, Kolkata. And the same was registered in book number 1, volume number 1902- 2015, pages from 39084 to 39103, being number 190207470 for the year 2015.
- E.** The said Ram Dhani Singh while seized and possessed the undivided $\frac{1}{2}$ share of the said property died intestate leaving behind (i) Smt. Keshri Devi, widow of Late Ram Dhani Singh; (ii) Sri Chandrama Prasad Singh, son of Late Ram Dhani Singh; and (iii) Smt. Savitri Devi alias Savitri Singh, wife of Narendra Kumar Singh and daughter of Late Ram Dhani Singh, who became the joint owner of the undivided $\frac{1}{2}$ share of the said property.

- F.** While seized and possessed the undivided $\frac{1}{2}$ share of the said property the said (i) Smt. Keshri Devi, (ii) Sri Chandrama Prasad Singh and (iii) Smt. Savitri Devi alias Savitri Singh sold, transferred and conveyed the same in favour of Sures Chandra Chatterjee (now deceased) son of Late, Sudhir Kumar Chatterjee, and Ruby Chatterjee wife of Late Sures Chandra Chatterjee (now deceased) at the consideration mentioned therein. The said Deed of Conveyance dated 31/07/2019 was registered at Office of the Registrar of Assurances I, Kolkata, and recoded in Book No.1, Volume No.1903, Pages 153032 to 153073, being No.190303858 in the year 2019.
- G.** By virtue of Deed of Gift vide No. 190207470 of 2015 & Deed of Conveyance vide No. 190303858 in the year 2019 the said Sures Chandra Chatterjee and Ruby Chatterjee became the rightful, true and absolute owner of the said land measuring 4 Kottahs 15 Chittacks 35 Sq.ft. or 333.51 Sq.mtrs be the same or little more or less along with the (three storied old and dilapidated building standing thereon at Premises No.109B, Keshab Chandra Sen Street, Police Station Amherst Street, Street, Kolkata 700009.
- H.** the said Sures Chandra Chatterjee and Ruby Chatterjee had rightful, true and absolute owner of the said land measuring 4 Kottahs 15 Chittacks 35 Sq.ft. or 333.51 Sq.mtrs be the same or little more or less along with the (three storied old and dilapidated building standing thereon at Premises No.109B, Keshab Chandra Sen Street, Police Station Amherst Street, Street, Kolkata 700009. The age of the building is near about 150 years and is a dilapidated one, consisting of several rooms and the said building mostly lost its normal course of life, occupied by some family members and some shopkeepers. The back portion i.e. the northern portion posing danger which can claim any life and may create damage to balance portions of the said premises and/or adjacent premises at any time. The Kolkata Municipal Corporation declared it as a "Dangerous" one.
- I.** the portion of the first Schedule part I mentioned property occupied by the various tenants.
- J.** the said Sures Chandra Chatterjee and Ruby Chatterjee have decided to get the property developed by demolishing the old dilapidated structure thereon and is looking for a well experienced developer who can develop the first Schedule part I property smoothly and successfully.
- K.** in pursuance of the said intention, the said Sures Chandra Chatterjee and Ruby

Chatterjee had desirous to demolish the old dilapidated structure and develop the said property and owing to paucity of fund of the said Sures Chandra Chatterjee and Ruby Chatterjee approached to the Developers namely OM Construction represented by its Partner Sri Anand Prakash Gupta and Sri Dharmendra Kumar Jaiswal who are carrying on business of construction of building, for raising construction upon the said first Schedule part I property as per the plan to be sanctioned by the Kolkata Municipal Corporation at their own cost and initiative for the mutual benefits of the parties to the Development agreement.

- L.** the said Developers namely Om Construction, herein in consideration of the proposal of the owner had agreed to demolish the old dilapidated structure and develop the first Schedule part I property and raise such construction on the said land in the said premises as per the plan to be sanctioned by the Kolkata Municipal Corporation out of their own fund and initiative on certain terms and conditions which they had agreed.
- M.** on 31st July, 2019 a development agreement had been entered into by and between the parties namely (1) Sri Sures Chandra Chatterjee (Now deceased), (2) Smt. Ruby Chatterjee (Now deceased) as owner of first part and OM CONSTRUCTION as a developer of Second Part for development of new building at Premises No.109/B, Keshab Chatterjee Sen Street, Kolkata -700009, after demolishing of old structure on the terms and conditions mentioned therein. The said development agreement was registered before the Office of the ARA-III, Kolkata which is recorded in Book No.I, Volume No.1903-2019, Pages from 153074 to 153119 being No.190303872 for the year 2019.
- N.** the said owner namely Sures Chandra Chatterjee (Now deceased) and Ruby Chatterjee (Now deceased) executed the General Power of Attorney in favour of ANAND PRAKASH GUPTA and DHARMENDRA KUMAR JAISWAL for their true and lawful attorney to perform all or any of the acts, deeds and things and matters as specifically mentioned in the said power of attorney. The said power of attorney dated 31st July, 2019 was registered before the office of the ARA-II, Kolkata which is recorded in Book No.I, Volume Na 1903- 2019, Pages from 161941 to 161967 being No.190303881 for the year 2019.
- O.** the said Sures Chandra Chatterjee died on 19th May, 2020 leaving behind Ruby Chatterjee as widow, Chandana Chatterjee, Shuvangi Chatterjee, (daughter of

Sekhar Chatterjee)(Predeceased son) as his/her only legal heirs and representatives.

- P.** Ruby Chatterjee died on 19th September, 2020 leaving behind Chandana Chatterjee, daughter-in-law (wife of Predeceased son) and Subhangi Chatterjee, granddaughter of Predeceased son as her only legal heirs and representative.
- Q.** the present owner namely Chandana Chatterjee and Shuvangi Chatterjee have jointly inherited the first Schedule part I property as Owner.
- R.** in the Development agreement dated 31st July 2019 the Definition of "Owner include their heirs, executors, successors, legal representative and assigns therefore Chandana Chatterjee and Shuvangi Chatterjee become the owner of first Schedule part I property.
- S.** present owner have agreed to obey the terms and conditions as mentioned in the Development Agreement dated 31st July, 2019 and decided to sign, admit and execute Supplementary Agreement in connection with the properties which are described in first Schedule part I property hereunder written and further Development Agreement dated 22nd July 2021 has been entered into by and between Chandana Chatterjee and Shuvangi Chatterjee become the owner of one part and OM CONSTRUCTION as a Developer of Second Part and the said development agreement dated 22.07.2021 was recorded in Book No. I, Volume No. 1903-2021, Pages from 262826 to 262877, being no. 190305857 for the year 2021.
- T.** the said owner namely Chandana Chatterjee and Shuvangi Chatterjee executed the General Power of Attorney in favour of ANAND PRAKASH GUPTA and DHARMENDRA KUMAR JAISWAL for their true and lawful attorney to perform all or any of the acts, deeds and things and matters as specifically mentioned in the said power of attorney. The said power of attorney dated _____ was registered before the office of the _____, Kolkata which is recorded in Book No.____, Volume No. _____, Pages from _____ to _____ being No. _____ for the year 2019.
- U.** The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising. multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as_____.

- V.** The Promoter/Builder is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- W.** The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated bearing no_____.
- X.** The Promoter has obtained the final layout plan approvals for the Project from Kolkata Municipal Corporation vide building permit No. 2022040014 dated 14/07/2022. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the West Bengal Real Estate (Regulation and Development) Act, 2016 and other laws as applicable;
- Y.** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no_____ on_____ under registration.
- Z.** The other necessary clearances and approvals for completion of the construction of the residential building were obtained from the concerned authorities. The developer named the complex as “_____” consisting 1 (one) residential G+3storied Tower/Block building (hereinafter referred to as “Said Tower”) in accordance with the Sanctioned Plan and has also demarcated and/or defined various parts and portions of the said residential buildings and the facilities created and/or to be created there at for the respective Apartments.

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

SIGNED, SEALED & DELIVERED

BY THE PARTIES AT KOLKATA IN THE PRESENCE OF :-

WITNESSES

1.

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE DEVELOPER/BUILDER

SIGNATURE OF THE PURCHASERS

Drafted by me:

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within mentioned sum of Rs. _____/-(_____) only as and by way of full payment of consideration money as per Memo below :-

	<u>DD/Cash/Cheque</u>	<u>Date</u>	<u>Drawn on</u>	<u>Amount (Rs.)</u>

TOTAL				

WITNESSES:

1.

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE DEVELOPER/BUILDER