

CLAUSES WILL UNDERGO CHANGES AS PER THE FACTUAL SITUATION AT THE TIME OF PREPARATION OF CONVEYANCE DEED FOR ITS REGISTRATION

“KUSUM NIVAS” DEED OF CONVEYANCE

This INDENTURE OF CONVEYANCE is executed on this [____] day of [_____], Two Thousand Twenty Eight (2027)

BY AND BETWEEN

VENDOR(S)/OWNER(S): -

LOT – A: -

SMT. CHHABI DAS (PAN – ERSPD5248E & AADHAAR NO. – 4407 8066 5886) daughter of Late Nandadulal Adhikary and wife of Ashutosh Das, by Nationality – Indian, by faith – Hindu, by occupation – Housewife, residing at 2B, Pran Krishna Chandra Road, P.O. – Sahapur, P.S. – Behala, Kolkata – 700053, District – South 24 Parganas; represented by its attorneys namely **(a) Mr. Margub Akhtar Khan (PAN – ARPPK3399C & AADHAAR NO. – 6095 8375 0474)** son of Mr. Mahaboob Ali Khan, by Nationality – Indian, by faith – Hindu, By occupation – Business, residing at Marlin Sapphire, Block – D, 2nd Floor, Flat No. – 2A, 147, Upen Banerjee Road, Kolkata – 700060, West Bengal, & **(b) Mr. Rajesh Kumar Singh (PAN – CVMPS8885C & AADHAAR NO. – 4307 5367 3353)** son of Mr. Baijnath Singh, by Nationality – Indian, by faith – Hindu, by occupation – business, residing at Flat No. – 3B, Bhognini Apartment, 79/F.M. ID Road, Kolkata – 700060, West Bengal, both are working for gain at Kalykes Reality Pvt. Ltd. as Director, vide one registered deed of Development Power of Attorney dated 08/11/2019 registered in the Office of District Sub Registrar – II, South 24 Parganas, recorded in Book No. – I, Volume No. – 1602-2019, pages from 317838 to 317873, being No. – 160208719 for the year 2019.

LOT – B: -

(a) SRI SAILEN DAS (PAN – CNRPD2441Q & AADHAARV NO. – 2782 3936 8299) (b) SRI SUDAM DAS (PAN – FAFD3593B & AADHAAR NO. – 7270 3925 6506 (c) SRI KHOKON DAS (PAN – BLOPD1482M & 9438 2668 2477) (d) RAJU DAS (PAN – EPLPD6437J & AADHAAR NO. – 6959 4547 8896) (e) GOUTAM DAS (PAN – EPLPD6438H & AADHAAR NO. – 5243 7185 1606 (f) SMT. RITA DAS (PAN – BGQPD5585E & AADHAAR NO. – 7707 2489 7964) daughter of Radha Krishna Sadhukhan and wife of Kesto Das, by Nationality – Indian, by faith – Hindu, by occupation – Housewife, residing at D/36/16, T.C. Road, Kolkata – 700053, **(g) SMT. RAKHI ALI (PAN – BGQPD5767G & AADHAAR NO. – 7144 4833 9251)** wife of Mr. Sabir Ali, **(h) SMT. SARMILA DAS (PAN – CSVPD2907E & AADHAAR NO. – 7098 6611 4533) (i) SMT. KAKALI SAHA (PAN – EOFPS0581P & AADHAAR NO. – 7098 6611 4533)** points (a) to (e) are son of Late Bachulal Das and Smt. Bhamar Bala Dasi, by Nationality – Indian, by faith – Hindu, points No. (f) & (g) wife and daughter of Kesto Das who was son of Late

Bachulal Das and Bhamar Bala Das and point No. (i) Smt. Kakali Saha is granddaughter of Late Bachulal Das, daughter of Late Anil Das who was son of Late Bachulal Das all are by Nationality – Indian, by faith – Hindu and all are residing at 3 No. Pran Krishna Chandra Lane, P.O. – New Alipore, P.S. – Behala, Kolkata – 700053, South 24 Parganas, West Bengal. Represented by its attorneys namely **(a) Mr. Margub Akhtar Khan (PAN – ARPPK3399C & AADHAAR NO. – 6095 8375 0474)** son of Mr. Mahaboob Ali Khan, by Nationality – Indian, by faith – Hindu, By occupation – Business, residing at Marlin Sapphire, Block – D, 2nd Floor, Flat No. – 2A, 147, Upen Banerjee Road, Kolkata – 700060, West Bengal, & **(b) Mr. Rajesh Kumar Singh (PAN – CVMPS8885C & AADHAAR NO. – 4307 5367 3353)** son of Mr. Baijnath Singh, by Nationality – Indian, by faith – Hindu, by occupation – business, residing at Flat No. – 3B, Bhognini Apartment, 79/F.M. ID Road, Kolkata – 700060, West Bengal, both are working for gain at Kalykes Reality Pvt. Ltd. as Director, vide one registered deed of Development Power of Attorney dated 08/11/2019 registered in the Office of District Sub Registrar – II, South 24 Parganas, recorded in Book No. – I, Volume No. – 1602-2019, pages from 317838 to 317873, being No. – 160208719 for the year 2019.

LOT – C: -

(a) SRI SONA DAS (PAN – BWYPD0497F & AADHAAR NO. – 3439 9494 7246) (b) SRI ANNA DAS (PAN – ESSMPD5071 & AADHAAR NO. – 4055 0901 5458) (c) SRI SAMBHU DAS (PAN – EREPD9250E & AADHAAR NO. – 6266 0325 5377) (d) SR BACHU DAS (PAN – EREPD9897K & AADHAAR NO. – 7078 9957 4092) (e) SMT. PRATIMA NAYAK (PAN – BRNPN092P & AADHAAR NO. – 7554 2460 5781) wife of Banku Nayak, (f) SRI PRATIMA DAS (PAN – ERHPD7852P & AADHAAR NO. – 9923 9028 0730) all sons and daughters of Late Kali Pada Das, all by Nationality – Indian, by faith – Hindu, all are residing at 3/1A, Sri Mohan Lane, P.O. – Sahapur Colony, P.S. – Behala, Kolkata – 700053, District - South 24 Parganas. Represented by its attorneys namely **(a) Mr. Margub Akhtar Khan (PAN – ARPPK3399C & AADHAAR NO. – 6095 8375 0474)** son of Mr. Mahaboob Ali Khan, by Nationality – Indian, by faith – Hindu, By occupation – Business, residing at Marlin Sapphire, Block – D, 2nd Floor, Flat No. – 2A, 147, Upen Banerjee Road, Kolkata – 700060, West Bengal, & **(b) Mr. Rajesh Kumar Singh (PAN – CVMPS8885C & AADHAAR NO. – 4307 5367 3353)** son of Mr. Baijnath Singh, by Nationality – Indian, by faith – Hindu, by occupation – business, residing at Flat No. – 3B, Bhognini Apartment, 79/F.M. ID Road, Kolkata – 700060, West Bengal, both are working for gain at Kalykes Reality Pvt. Ltd. as Director, vide one registered deed of Development

Power of Attorney dated 08/11/2019 registered in the Office of District Sub Registrar – II, South 24 Parganas, recorded in Book No. – I, Volume No. – 1602-2019, pages from 317838 to 317873, being No. – 160208719 for the year 2019.

LOT – D: -

(a) SMT. KANAK LATA (PAN – ACNPA6056D & AADHAAR NO. – 6585 8674 6204) daughter of Late Laxmi Pada Adhikari, **(b) SMT. MAYA DAS (PAN – AYVPD4962D & AADHAAR NO. – 5366 7707 2123)** wife of Biswanath Das, **(c) SMT. CHHAYA SAHA (PAN – DRBPS8773R & AADHAAR NO. – 5240 8661 1027)** daughter of Late Laxmi Pada Adhikari, **(d) SMT. SANDHYA DAS (PAN – BESP3355N & AADHAAR NO. – 9656 6148 4246)** wife of Sri Dilip Kumar Das, all are by Nationality – Indian, by faith – Hindu, all are residing at 3B, Pran Krishna Chandra Lane, P.O. – Sahapur, P.S. – Behala, Kolkata – 700053, District – South 24 Parganas. Represented by its attorneys namely **(a) Mr. Margub Akhtar Khan (PAN – ARPPK3399C & AADHAAR NO. – 6095 8375 0474)** son of Mr. Mahaboob Ali Khan, by Nationality – Indian, by faith – Hindu, By occupation – Business, residing at Marlin Sapphire, Block – D, 2nd Floor, Flat No. – 2A, 147, Upen Banerjee Road, Kolkata – 700060, West Bengal, & **(b) Mr. Rajesh Kumar Singh (PAN – CVMPS8885C & AADHAAR NO. – 4307 5367 3353)** son of Mr. Baijnath Singh, by Nationality – Indian, by faith – Hindu, by occupation – business, residing at Flat No. – 3B, Bhognini Apartment, 79/F.M. ID Road, Kolkata – 700060, West Bengal, both are working for gain at Kalykes Reality Pvt. Ltd. as Director, vide one registered deed of Development Power of Attorney dated 08/11/2019 registered in the Office of District Sub Registrar – II, South 24 Parganas, recorded in Book No. – I, Volume No. – 1602-2019, pages from 317838 to 317873, being No. – 160208719 for the year 2019, hereinafter collectively called and referred to as the **VENDORS/OWNERS** (which terms or expression shall unless excluded by or repugnant to the context thereof shall mean and include their respective heirs, executors, legal representatives, administrators, or assigns) of the **FIRST PART**

AND

PROMOTER/DEVELOPER:

M/s. KALYKES REALITY PRIVATE LIMITED (PAN – BESP3355N & AADHAAR NO. – 9656 6148 4246), a Company incorporated under the Companies Act, 2013 having its registered office at 13/1P-336/1, Sahapur Colony, 1st Floor, P.S. – New Alipur, Kolkata – 700053, West Bengal,, represented by its directors **(a) Mr. Margub Akhtar Khan (PAN – ARPPK3399C & AADHAAR NO. – 6095 8375 0474)** son of Mr. Mahaboob Ali Khan, by Nationality – Indian, by faith – Hindu, By occupation – Business, residing at Marlin

Sapphire, Block – D, 2nd Floor, Flat No. – 2A, 147, Upen Banerjee Road, Kolkata – 700060, West Bengal, & **(b) Mr. Rajesh Kumar Singh (PAN – CVMPS8885C & AADHAAR NO. – 4307 5367 3353)** son of Mr. Bajinath Singh, by Nationality – Indian, by faith – Hindu, by occupation – business, residing at Flat No. – 3B, Bhognini Apartment, 79/F.M. ID Road, Kolkata – 700060, West Bengal, hereinafter referred to as **“THE DEVELOPER/PROMOTER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office/interest and/or assigns) of the **SECOND PART**

AND

(1) NAME OF THE ALLOTTEE, [PAN:- _____AADHAAR:- _____], Son of _____, By Faith - _____, By Nationality - _____, By Occupation - _____, residing at _____, hereinafter referred to as **“ALLOTTEE/ALLOTTEES”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

The Vendor/Owners, Promoter and Allottees shall hereinafter collectively be referred to as the “Parties” and individually as a **“Party”**.

WHEREAS

- A. All that pieces and parcels of land total measuring 5 cottah 37 chittak 78 sq. ft. be the same a little more or less comprised in Dag Nos. 334(P), 335(P), 336(P), situated at Mouza – Italgata, J.L. No. – 10- P.O. – Parnasree, being premises No. 2B, Pran Krishna Chandra Lane, KMC Ward No. – 117, Assesse No. - 411170800313 and the same is recorded and registered through several Deed of Conveyances being nos. – 9603/2019, 9604/2019, 9605/2019, 9606/2019.
- B. The Owner and the Promoter have entered into several deeds of Development Power of Attorney being Nos. – 8718/2019, 8719/2019, 8720/2019, 8721/2019 registered at the office of D.S.R. - II, Alipore, South 24 Parganas, for the purpose of development by the Promoter a real estate project over the Land.
- C. The Said Property is earmarked for the purpose of building a residential project comprising of G+4 Storied Bungalows and car parking spaces and the said project shall be known as “KUSUM NIVAS” (**“Said Complex”**).

2. The promoter duly applied for and obtained sanction of the Building Plan from Kolkata Municipal Corporation to undertake and carry out development of the “said property” for construction of respective Bungalows altogether known as “KUSUM NIVAS”. The Promoter agreed and undertook that it shall not make any changes to the Plan as was sanctioned by the Kolkata Municipal Corporation except in strict compliance with Section 14 of the West Bengal Real Estate (Regulation and Development) Act, 2016 and other laws as applicable;
3. The Paschim Bishnupur Gram Panchayat has granted the commencement certificate to develop the “KUSUM NIVAS” Project vide approval dated [REDACTED] bearing Panchayat Approval no. [REDACTED]
4. The Promoter has registered the “KUSUM NIVAS” under the provisions of the West Bengal Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at No. and the same on the day of 2023 under Registration No.,;
5. The Allottee(s)/Purchaser(s) had applied to the Promoter for allotment of a bungalow in the “KUSUM NIVAS” (“Application”) and thereupon, the Promoter provisionally allotted in favour of the Allottee(s)/Purchaser(s) **All That** the Bungalow being numbered as....., more fully described in Part-I of *Schedule* “B” hereunder written (**“said Unit”**) and the same subject to the Allottee(s)/ Purchaser(s) making payment of the consideration amount as also all other dues, extras and deposits, costs and expenses, each of which were unconditionally accepted by the Allottee(s)/Purchaser(s).The Development of the “said Unit” by the Promoter to be as per the specifications mentioned in **‘Schedule “B”** hereunder written;
6. By an Agreement for Sale dated the day of 2023 made between the Vendors herein therein referred to as the Owners of the First Part and the Promoter herein therein referred to as the Promoter of the Second Part and the Allottee(s)/Purchaser(s) herein therein referred to as the Allottee(s) of the Third Part and registered at the office of the Additional Registrar or Assurances I/II/III/IV, Kolkata in Book No.I, Volume No., Pages to , Being No. for the year 202.. (hereinafter referred to as the **“Sale Agreement”**) the Vendors agreed to sell and the Promoter agreed to construct, allot and confirm the sale and the Allottee(s)/Purchaser(s) agreed to purchase All That the “said Unit”, more fully described in

Part-I of Schedule “B” hereunder written and the same to be developed as per specifications mentioned in *Schedule “_”* hereunder written.

7. In pursuance of and in terms of the Plan duly sanctioned by the Paschim Bishnupur Gram Panchayat , the Promoter has since completed construction of the **“KUSUM NIVAS”** Project including the “said Unit” and has further obtained the Completion Certificate dated the day offrom the Kolkata Municipal Corporation.
8. At or before the execution of this Agreement, the Allottee(s)/Purchaser(s) confirm(s) that after having conducted and completed to his/her/their/its complete satisfaction independent due diligence and title verification in respect of the said Plots of Land as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the said Plots of Land and further after inspecting, examining and perusing all the title deeds pertaining inter alia to the Devolution of Title, papers, documents etc. (including the various covenants, terms, conditions etc. respectively stipulated therein) related inter alia to the said Plots of Land including but not limited to amongst others, the Specifications, approvals etc. for the “KUSUM NIVAS”, the deeds, papers, documents, details, schedules etc. referred to and/or specified under the Act and the Rules as also those referred to and/or described herein , each of which have from time to time been provided by the Promoter to the Allottee(s)/Purchaser(s) and Allottee(s)/Purchaser(s) confirm(s) and acknowledge(s) receipt of the true copies thereof, which are in the custody and possession of the Allottee(s)/Purchaser(s), and the Allottee(s)/Purchaser(s) having understood and/or having complete and due notice and knowledge of and after fully satisfying himself/herself /themselves/itself, has/have accepted, without any reservation.
9. The terms and conditions and also the rights and obligations contained in the said "Sale Agreement" would apply to the instant Indenture as far as possible or applicable or practicable, if any, and that the contradictions, if any, between this Indenture and the said Agreement for Sale, then this Indenture shall supersede.
10. Unless in this Indenture there is something contrary or repugnant to the subject or context the following words shall have the following meanings: -

- a. **“Act”** means the Real Estate (Regulation and Development) Act, 2016;
- b. **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- c. **“Section”** means a section of the Act/Rules
- d. **“Association”** shall mean an association, within the meaning of the W. B. Apartment Ownership Act, 1972.
- e. **“Allottees/Buyers”** shall mean and include the intending Allottees/ Buyers/Transferees respectively of villas, bungalows, flats and other saleable spaces, at the “KUSUM NIVAS” Project.
- f. **“Carpet Area”** shall mean the net usable area of a Residential Unit, excluding the area covered by the external walls, areas under the services shafts, the areas respectively comprised in the Balcony /Verandah and the Open Terrace, but including the area covered by the internal partition walls of such unit.
- g. **“Common Expenses”** shall include each of the undernoted charges, expenses etc. payable proportionately by the Allottee(s) and the other Allottee(s), each as determined by the Promoter at its sole and absolute discretion, which shall be final, binding and conclusive on each Allottee including the Allottee(s):
 - I. all the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Allottee(s) for rendition of the Common Purposes; and
 - II. all the Outgoings payable in respect of the said Plots of Land, the said Unit, the common pathways, roadways and common areas of the Project including Kusum Nivas Project;
and
 - III. the recurring costs, charges, fees, expenses etc. to be incurred/payable/ incurred for the smooth operation, running, management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at/of the said Plots of Land and/ or the said Project including “KUSUM NIVAS” Project including repairs, replacements, improvements etc. thereof; and
 - IV. all expenses for running and operating all machinery, equipment and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and

other common installations at the said Project including “KUSUM NIVAS” Project including their license fees, taxes and other levies (if any) and all the lights of the common roadways, pathways and other common areas; and

V. Such other charges, expenses etc. as determined by the Promoter from time to time; and

VI. Each of the aforesaid together with the applicable Taxes thereon

(I) **“Common Purposes”** shall include:

- (i) the maintenance, management, upkeep, administration, protection etc. of the said Plots of Land, the Villa/Bungalow/House/Unit, the common pathways, common roadways and other common areas and the several facilities etc. at/of the said Plots of Land and/or the Villa/Bungalow/House Project and/or including the repairs, replacements, improvements etc. thereof;
- (ii) dealing with and regulating matters of common interest of each of the Allottee(s) relating inter alia to their mutual rights and obligations in respect of the said Plots of Land and the “KUSUM NIVAS” Project, for the use and enjoyment of their respective Units and the Common Areas;
- (iii) The collection and disbursement of the Common Expenses;
- (iv) The collection and disbursement of the Common Expenses;
- (v) all other Common purposes and/or other matters, issues etc. in which the Allottee(s) have common interest relating to the Project, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter; and
- (vi) all other common expenses and/or other matters issues etc. which the Allottee(s) have common interest relating to the said Plots or Land and/or “KUSUM NIVAS”

Project and/or the Project, the extends mode and manner of each of the above to be as determined and formulated by the Promoter.

- h. **“Maintenance-In-Charge”** shall mean any Association/Company to be formed or incorporated by the Promoter for the Common Purposes having such rules, regulations and restrictions as may be deemed project and necessary by the Promoter not inconsistent with the provisions and covenants herein contained and shall include the Promoter or such agency or any outside agency to be appointed by the Promoter. Till the formation of such Association and handling over charge of the Project by the promoter to the Association for the common purposes, the Promoter shall be in charge of the maintenance having such rules , regulations and restrictions as may be deemed proper and necessary by the Promoter not inconsistent with provisions and covenants herein contained.
- i. **“Project”** shall mean the Project named **“KUSUM NIVAS”** and several other Phases and also the Club to be developed by the Promoter in due course, subject to the terms that the owners/occupiers of villas, bungalows, in the Project shall be entitled to use and enjoy in common all the common parts, areas, facilities and amenities of the Project.
- j. **“Said Plots of Land”** shall mean and include All that pieces and parcels of land total measuring 5 cottah 37 chittak 78 sq. ft. be the same a little more or less comprised in Dag Nos. 334(P), 335(P), 336(P), situated at Mouza – Italgata, J.L. No. – 10- P.O. – Parnasree, being premises No. 2B, Pran Krishna Chandra Lane, KMC Ward No. – 117 (**“Said Property”**) more fully described in Part-I of *Schedule "A"* hereunder written.
- k. **“Title Deeds”** - shall mean the documents of title of the Owners in respect of their respective land parcels, the detailed particulars whereof are stated **Part II of Schedule “A”** hereunder written
- l. **“Transfer”**- with its grammatical variations shall mean transfer by executing and registering the deed of conveyance for transfer of the concerned unit along with land in the said **“Plots of Land”**.

m. "Units" shall mean and include bungalows, villas, flats, houses and other spaces (shall mean and include independent housing units with separate facilities for living, cooking and sanitary requirements, distinctly separated from other residential units within a villa or bungalow, which is directly accessible from an outer door or through an interior door in a shared hallway), which would be available for independent use and occupation at the said Project.

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said Agreement and further in consideration of the aggregate sum of Rs..... (Rupees) only paid to the Promoter by the Allottee(s)/Purchaser(s) on or before the execution of these presents (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the payment of the same and every part thereof acquit, release and discharge the Purchaser(s) and also the "said Unit" hereby sold, transferred and conveyed) the Vendors abovenamed with the consent and concurrence of the Promoter do hereby grant, self, transfer, convey, assign and assure unto and in favour of the Allottee(s)/Purchaser(s) abovenamed All That the "said Unit" being

Bungalow measuring carpet area of..... Sq.ft. being bungalow no. ..., _____ situated on the portion of the Project Together With proportionate share in the said "Plots of Land", described in **Part-I of Schedule "A"** hereunder written as also the common parts, areas, facilities and amenities of the Project Together With the right to use in common with the owners/occupants of the Project "BOUGAINVILLAS PHASE 6" and also the common parts, areas, facilities and amenities of the "said Project" Together With the right to use and enjoy the Club as also the various club facilities, described in Schedule "E" hereunder written (hereinafter collectively referred to as the **"said Unit and the properties appurtenant thereto"**), more fully and particularly described in **Part-I of Schedule "B"** hereunder written absolutely and forever, free from all encumbrances, mortgages, charges, liens, attachments and trusts whatsoever or howsoever 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 And the Properties Appurtenant thereto" **TOGETHER WITH** all rights, liberties, privileges, easements and appurtenances whatsoever **TO HAVE AND TO HOLD** the "said Unit and the Properties Appurtenant thereto" hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee(s)/Purchaser(s) absolutely and forever and free from all encumbrances subject to payment of "common expenses hereunder written;

AND **THE VENDORS AND THE PROMOTER DO AND EACH OF THEM** DOTH HEREBY
COVENANT WITH THE ALLOTTEE(S)/PURCHASER(S) AS FOLLOWS: -

- (a) That notwithstanding any act, deed, matter or thing whatsoever by the Vendors and the Promoter done or executed or knowingly suffered to the contrary, the Vendors have now lawfully, rightfully seized and possessed of or otherwise well and sufficiently entitled to the "said Unit and the Properties Appurtenant thereto" hereby granted, transferred, assigned and intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or conditions use, trust, encumbrances whatsoever to alter, defeat, encumber or make void the same;
- (b) AND that notwithstanding any act deed or thing whatsoever as aforesaid, the Vendors now have good right, full power and absolute authority to grant, transfer and assign All that the "said Unit and the Properties "Appurtenant thereto" hereby conveyed, transferred or expressed so to be unto and to the use of the Allottee(s)/Purchaser(s) in the manner aforesaid;
- (c) AND that the "said Unit and the Properties Appurtenant thereto" hereby granted and conveyed or expressed so to be is now free from all claims, demands, encumbrances, liens, attachments, leases, lispensens, debutter or trusts made or suffered by the Vendors or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest in the "said Unit and the Properties Appurtenant thereto";
- (d) AND that the Allottee(s)/Purchaser(s) shall and may at all times hereafter peaceably and quietly hold possess and enjoy the "said Unit and the Properties Appurtenant thereto" and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors or the Promoter or any persons having or lawfully or equitably claiming as aforesaid;
- (e) AND that the Allottee(s)/Purchaser(s) shall be kept free, clear and absolutely discharged, saved, harmless and kept indemnified against all mortgages, charges, encumbrances, liens, attachments, lispensens, debutter or trust claims and demands whatsoever created occasioned or made by the Vendors or the Promoter or any person or persons lawfully or equitably claiming as aforesaid;

- (f) AND further that the Vendors and the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the “said Unit and the Properties Appurtenant thereto” or any part thereof under or in trust for the Vendors and/or the Promoter shall and will from time to time and at all times hereafter at the request and at the costs of Allottee(s)/Purchaser(s) make, do, execute or cause to be done and executed all such acts, deeds or things whatsoever for further better or more perfectly assuring the “said Unit and the Properties Appurtenant thereto” and every part thereof unto and to the use of the Allottee(s)/Purchaser(s) in the manner aforesaid as shall or may be reasonably required;
- (g) AND also that the Vendors and the Promoter have not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby the “said Unit and the Properties Appurtenant thereto” hereby granted, transferred and conveyed or expressed so to be or any part thereof is can or may be impeached or encumbered or affected in title or otherwise;
- (h) The Vendors shall, unless prevented by fire or some other irresistible force from time to time and at all times hereafter, upon every reasonable request and at cost of the Allottee(s)/Purchaser(s) produce or cause to be produced to the Allottee(s)/Purchaser(s) or their Attorney or agents or before any Court, Tribunal, Board, Authority or firm for inspection or otherwise as occasion shall require the title deeds in respect or the “said Plots of Land”, details whereof are mentioned in Part III of *Schedule "A"* hereunder written and the same in connection with the “said Unit and the Properties Appurtenant thereto” and also shall at the request and costs of the Allottee(s)/Purchaser(s) deliver to the Allottee(s)/Purchaser(s) such attested or other copies of extracts there from as the Allottee(s) / Purchaser(s) may require and will in the meantime unless prevented as aforesaid keep the said
title deeds safe and unobliterated;

THE ALLOTTEE(S)/PURCHASER(S) SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE "SAID UNIT AND THE PROPERTIES APPURTENANT THERTO" COVENANT AS FOLLOWS: -

- a) The Allottee(s)/Purchaser(s) have read and understood the terms of the "said Sale Agreement" which is treated as part of this Indenture and has accepted the terms and conditions thereof. The Allottee(s)/Purchaser(s) doth/ do and each of them doth hereby covenant with the Vendors and the Promoter to be always bound by the same and shall not violate the same in any manner whatsoever;

- b) The Allottee(s)/Purchaser(s) herein along with other Allottee(s) or Units in Bougainvillas Phase 6 Project as also the owners/occupants of Units of the other Phases of the Project would Jointly use and enjoy the Roadway, Driveway, Boundary Wall and other common areas and facilities which would be developed in pursuance of the said "Roadway/ Driveway Agreement";

- c) The Allottee(s)/Purchaser(s) herein would extend his/her/their cooperation and assistance to the Promoter in the matter of development the Roadway, Driveway and other common areas and facilities in pursuance of the said "Roadway/ Driveway Agreement";

- d) The Allottee(s)/Purchaser(s) shall proportionately bear and pay the cost of development and construction as also repairs and maintenance of the Roadway, Driveway, Boundary wall and other common areas and facilities, which are developed in pursuance of the said "Roadway/Driveway Agreement"

- e) The Allottee(s)/Purchaser(s) herein shall bear and pay all fees and charges and further cause mutation of his/her/their name as the Allottee(s)/Purchaser(s) in respect of the said Unit in the records of the B.L. & L.R.O. and other concerned authority within 30 (thirty) days from the date of execution or the instant Deed;
- f) The Allottee(s)/Purchaser(s) shall bear and pay the rates and taxes (proportionately for the Project and wholly for the “said Unit and the properties appurtenant thereto”) from the date of possession notice and until the “said Unit and the properties appurtenant thereto” is separately mutated and assessed in favour of the Allottee(s)/Purchaser(s) herein
- g) The Allottee(s)/Purchaser(s) shall co-operate with the Promoter/Maintenance – in - Charge and other Allottee (s)/Purchaser(s) in the management and maintenance of the said Bougainvillas Phase 6 Project and other Common Purposes and formation of the Association;
- h) The Allottee(s)/Purchaser(s) shall observe and perform the rules regulations and restrictions as may from time to time be made in force for the quiet and peaceful use enjoyment and management of the said Project and in particular the Common Areas, Amenities and Facilities of the said Project and other common purposes;
- i) The Allottee(s)/Purchaser(s) shall pay maintenance charges on account and in respect of the “said Unit and the properties appurtenant thereto” and the same as per the bill to be raised by the Promoter or Association, without claiming any deduction or abatement;
- j) The Allottee(s)/Purchaser(s) shall co-operate in the management and maintenance of the Common Areas, facilities and amenities of Bougainvillas Phase 6 Project by the Promoter/Association;

- k) The Allottee(s)/Purchaser(s) shall draw electricity lines/wires, television cables, broadband data cables and telephone cables to the “said Unit and the properties appurtenant thereto” only through title ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Unit owners of Project or the owners/occupants of the Project. The main electricity meter shall be installed only at the space designated for common meters;
- l) The Allottee(s)/Purchaser(s) shall use the “said Unit and the properties appurtenant thereto” for residential purpose only. Under no circumstances shall the Allottee(s) use or allow the “said Unit” to be used for commercial, industrial or other non-residential purposes. The Allottee(s) shall also not use or allow the “said Unit and the properties appurtenant thereto” as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place;
- m) The Allottee(s)/Purchaser(s) shall use the “said Unit and the properties appurtenant thereto” for residential purpose only. Under no circumstances shall the Allottee(s) use or allow the “said Unit” to be used for commercial, industrial or other non-residential purposes. The Allottee(s) shall also not use or allow the “said Unit and the properties appurtenant thereto” as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place;
- n) The Allottee(s)/Purchaser(s) shall not sub-divide, alter, modify or in any manner change the elevation and exterior colour scheme of the “said Unit and the properties appurtenant thereto” and the building and also not to change the design and/or the colour scheme of the windows, grills and the main door of the “said Unit and the properties appurtenant thereto”;

- o) The Allottee(s)/Purchaser(s) shall pay and bear the amounts of the “Common Expenses” including electricity charges, maintenance charges, rates and taxes and other outgoings, extra and deposit on account and in respect of the “said Unit and the properties appurtenant thereto”. The said amounts shall be paid by the Allottee(s)/Purchaser(s) without raising any objection thereto regularly and punctually to the Promoter;
- p) The Allottee(s)/Purchaser(s) shall pay charges for electricity in relation to the “said Unit and the properties appurtenant thereto” wholly and proportionately relating to the common parts of Project;
- q) The Allottee(s)/Purchaser(s) shall maintain or remain responsible for the structural stability of the “said Unit and the properties appurtenant thereto” and not to do anything which would have the effect of affecting the structural stability of the said unit and also not to store or bring and allow to be stored and brought in the “said Unit and the properties appurtenant thereto” any goods which are so heavy as to affect or endanger the structure of the said unit or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner;
- r) The Allottee(s)/Purchaser(s) shall use or permit to be used the car parking space, if any, situated within the “said Unit” for any other purpose whatsoever other than parking of his/her/their/its own car;
- s) The Allottee(s)/Purchaser(s) shall not park car on the roadway and/or pathway or open spaces of the said Project and/or Project except the space within the said unit and shall use the pathways as would be decided by the Promoter;

- t) The Allottee(s)/Purchaser(s) shall not use any part of the or other Common Areas of the said Project for bathing, washing car or other undesirable purposes or such purposes which may cause any nuisance or annoyance to the other cotransferees;
- u) The Allottee(s)/Purchaser(s) shall use the Common Areas only to the extent required for ingress to and egress from the “said Unit and the properties appurtenant thereto” of men and materials and passage of utilities and facilities;
- v) The Allottee(s)/Purchaser(s) shall keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other Common Areas of the said building and also the said Project;
- w) The Allottee(s)/Purchaser(s) shall not claim any right whatsoever or howsoever over any other Unit or spaces or portion of the said building/Project;
- x) The Allottee(s)/Purchaser(s) shall not claim any right of whatsoever nature over and in respect of any Unit/spaces and not specifically allowed to be used by the Allottee(s)/Purchaser(s) and the same shall remain the exclusive property of the Vendors or the Promoter or of the other cotransferees of the “said Unit and the properties appurtenant thereto” to whom specific right is or to be so granted;
- y) The Allottee(s)/Purchaser(s) shall not alter the outer elevation of the said Unit or any part thereof nor decorate the exterior of the said Unit otherwise

than in the manner agreed by the Promoter/Maintenance-in-Charge in writing or in the manner as may be in which it was previously decorated;

- z) The Allottee(s)/Purchaser(s) shall not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the pathways, passages or in any other common Areas or in any other portion of the said Bougainvillas Phase 6 Project nor allow or permit any other Co-transferee to do so;

- aa) The Allottee(s)/Purchaser(s) shall keep the “said Unit and the properties appurtenant thereto” and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving the said unit and also the other units in the said Bougainvillas Phase 6 Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other
Unit of the Project;

- bb) The Allottee(s)/Purchaser(s) shall not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral act, deed or activity in or through the “said Unit and the properties appurtenant thereto”;

- cc) The Allottee(s) / Purchaser(s) shall maintain at his/her/its/their own costs, the “said Unit and the properties appurtenant thereto” in the same good condition state and order - clean, hygienic and tidy and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire
Safety under the West Bengal Fire Services Act, 1950 and the rules made thereunder) of the Government and/or any statutory authority and/or local body with regard to the user and maintenance of the “said Unit and the properties appurtenant thereto” as well as the user operation and maintenance of the lifts, generator, water, electricity,

drainage, sewerage and other installations and amenities at the said Unit and the said Project;

- dd) The Allottee(s)/Purchaser(s) shall keep all the pipes, drains, basins, sinks and water closets, if any, in the “said Unit and the properties appurtenant thereto” clean and unblocked and bear and pay all expenses relating thereto including the salaries or the cleaners, if employed by them;
- ee) The Allottee(s)/Purchaser(s) shall collect and/or to remove all rubbish whatsoever from the “said Unit and the properties appurtenant thereto” daily and to deposit the same in approved bins, receptacles or containers as may be directed from time to time at such specified places in the said Project and also in the said Project by the Promoter/Maintenance-in-Charge;
- ff) The Allottee(s)/Purchaser(s) shall insure and keep insured the “said Unit and the properties appurtenant thereto” against any claims, loss, liabilities or other risks arising from public or any third parties under a Public Liability Policy with an insurance company and to pay all premiums necessary for that purpose;
- gg) The Allottee(s)/Purchaser(s) shall not use the radio or television aerial/antenna or any other aerial/antenna shall be attached to or hang from the exterior of the said Unit;
- hh) The Allottee(s)/Purchaser(s) shall not make or permit any disturbing noises in the said Unit or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of the owners/occupants of other units at Project. No Allottee(s)/Purchaser(s) shall operate a phonograph or radio or television or loud speaker or music

system in the “said Unit and the properties appurtenant thereto” which shall cause disturbance or annoyance to the other owners/occupants of other units at the Project;

- ii) The Allottee(s)/Purchaser(s) shall not use any part or the common areas for social and public gathering;

- jj) The Allottee(s)/Purchaser(s) shall permit the Promoter or Promoter/Maintenance-in-Charge and their surveyors or agents with all necessary workmen and appliances at all reasonable times and with minimum 24 hours’ prior notice in writing to the Allottee(s)/Purchaser(s) to enter upon the “said Unit and the properties appurtenant thereto” and every part thereof to view the state and condition thereof and to execute repairs, alterations on any adjoining space for all defects, decays and want of repairs there found;

- kk) The Allottee(s)/Purchaser(s) shall not use sign, notice or advertisement shall be inscribed or exposed on or at the window or other parts of the unit except such as shall have been approved by the Promoter nor shall anything be projected out of any window of the unit without similar approval;

- ll) The Allottee(s)/Purchaser(s) shall abide by all such building rules and regulations as may be made applicable by the Promoter before the formation of the Association and after the formation of the Association to comply with and/or adhere to all the building rules and regulations of such association;

- mm) The promoter shall have right and liberties to install any signage or create any structure either permanent or temporary in any part of the Project without hampering the aesthetic part of the said Project;

- nn) The Allottee(s)/Purchaser(s) shall not use the “said Unit and the properties appurtenant thereto” or the Common Areas or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Bougainvillas Phase 6 Project and/or the neighboring Phases and not to make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others;
- oo) The Allottee(s)/Purchaser(s) shall not obstruct the Promoter/Association in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the Phase 1 Project and/or the Project and selling or granting rights to any person on any part of the said Kusum Nivas Project and/or other Phases of the Project;
- pp) The Allottee(s)/Purchaser(s) shall not obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the “said Unit and the properties appurtenant thereto”;
- qq) The Allottee(s)/Purchaser(s) shall not violate any of the rules and/or regulations laid down by the Promoter/Association (upon formation) for the use of the common amenities and facilities;
- rr) The Allottee(s)/Purchaser(s) shall not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the “said Unit and the properties appurtenant thereto”, the Common Areas, and the Project;

SCHEDULE- "A"

PART-I

(Said property/plots of land)

All that pieces and parcels of land total measuring 5 Cottah 37 Chittak 78 sq. ft. be the same a little more or less comprised in Dag Nos. 334(P), 335(P), 336(P), situated at Mouza – Italgata, J.L. No. – 10- P.O. – Parnasree, being premises No. 2B, Pran Krishna Chandra Lane, KMC Ward No. – 117 butted and bounded as follows:

On the North: House of Sailen Das;

On the South: Dag No. 16' wide KMC Road;

On the East: Dag No. 6' ft wide common road;

On the West: Dag No. 8 No. P.K. Chandra Lane.

PART-II

"DEVOLUTION OF TITLE"

- A. All that pieces and parcels of land total measuring 5 cottah 37 chittak 78 sq. ft. be the same a little more or less comprised in Dag Nos. 334(P), 335(P), 336(P), situated at Mouza – Italgata, J.L. No. – 10- P.O. – Parnasree, being premises No. 2B, Pran Krishna Chandra Lane, KMC Ward No. – 117, Assesse No. - 411170800313 and the same is recorded and registered through several Deed of Conveyances being nos. – 9603/2019, 9604/2019, 9605/2019, 9606/2019.

SCHEDULE-B

PART-I

(DESIGNATED UNIT)

ALL THAT the G+4 Building, situated in R.S. & L.R. Dag No. (P) under L.R. Khatian No. _____ being Sanction No. _____ and Unit No. _____ containing more or less a **Carpet Area of _____ sq. ft.** and Built Up Area of _____ **sq. ft.** more or less Super Built Up Area of _____ sq. ft. in the Building Complex namely **“KUSUM NIVAS”** at the said premises and shown in the Unit Plan annexed hereto duly bordered thereon in “RED”

Allottees:

1. **Signature** _____

Name _____

2. **Signature** _____

Name _____

Promoter:

Signature _____

Name _____

Owner:

Signature _____

Name _____

(As a Constituted Attorney of Vendors and Self)

SCHEDULE -C

SPECIFICATION FOR THE BUNGALOW

INTERNAL

1. Internal Walls:

- RCC /Brick Wall

2. Internal Finish:

- POP finish for the Bungalows
- POP with paint finish for common areas.

3. Flooring:

- Interiors – Vitrified/ Anti-skid ceramic Tiles or any other similar.

4. Kitchen:

- Counter – Granite / marble / stone with stainless steel sink.
- Dado - Ceramic Tiles.
- Electrical points for Refrigerator, Water Purifier, and Microwave/oven & Exhaust Fan.

5. Toilet:

- Tiles for floor or any other similar.
- Walls – Tiles on the walls up to door height.
- Sanitary ware of good quality.
- Chrome plated fittings of good quality
- Electrical point for geyser and exhaust fan.
- Plumbing provision for Hot/Cold water line in shower.

6. Doors & Windows:

- Main Door – Flush Door with laminate finish or any other similar.
- Internal Doors – Painted flush doors or any other similar.
- Windows – Aluminium sliding windows or UPVC windows or any other similar.

7. Electricals:

- Provision for AC points
- Provision for cable TV, telephone.
- Plug points in all bedrooms, living/dining, kitchen and toilets.
- Concealed wiring with DB /MCB.
- Doorbell point at the main entrance door.
- Modular switches of good quality.

Allottees:

1. **Signature** _____

Name _____

2. **Signature** _____

Name _____

Promoter:

Signature _____

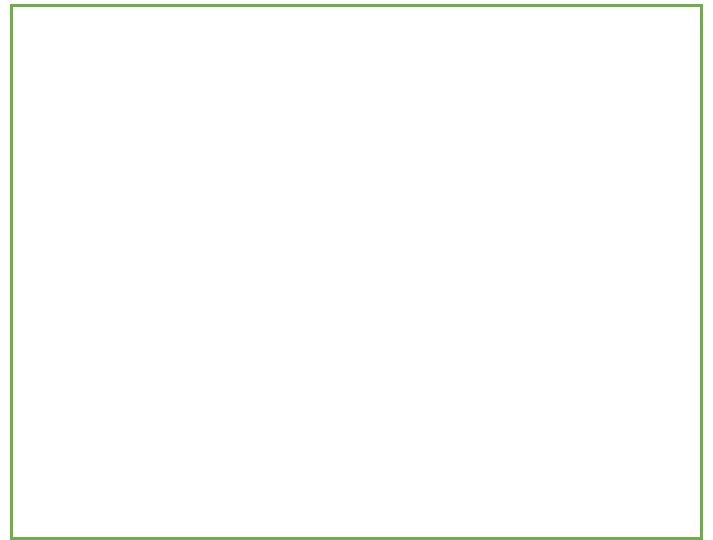
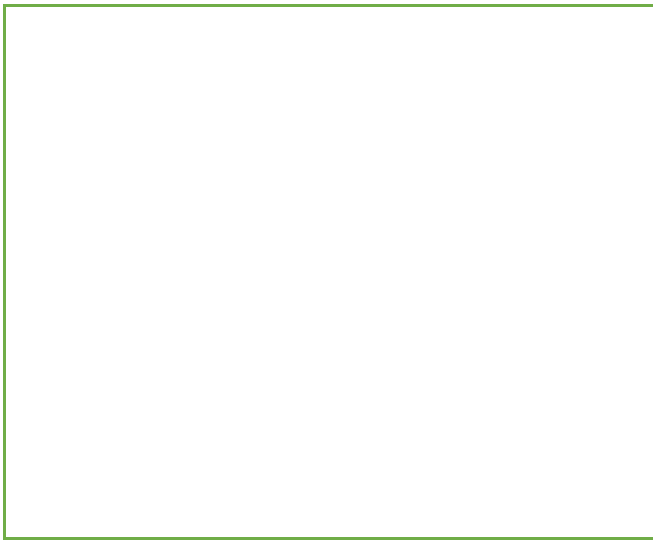
Name _____

Owner:

63 **Signature** _____

Name _____

(As a Constituted Attorney of the Vendors and Self)



SCHEDULE -E

SPECIFICATION, AMENITIES AND FACILITY OF THE PROJECT

1. Land comprised in the said Premises.
2. Landscape paths passages and driveways in the said premises other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for its exclusive use
3. Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Bungalow Units.
4. Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Towers.
5. Water supply or Deep tube well with water filtration plant (only in case of deep tube well) for water supply.
6. Landscape area.
7. Pathways
8. Jogging track/walkways
9. CCTV Surveillance System
10. Provision for DTH Connection (Centralised)

11. Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains.
12. DG Set, its panels, accessories and wirings and space for installation of the same.
13. Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas and Installations of the Building Complex.

Allottees:

1. **Signature** _____

Name _____

2. **Signature** _____

Name

Promoter:

Signature _____

Name _____

Owner:

Signature _____

Name _____

(As a Constituted Attorney of the Vendors and Developer)

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

ALLOTTEES: (including joint buyers)

(1) **Signature** _____

Name _____

Address _____

Please Affix
Photographs and Sign
across the photograph

(2) Signature _____
Name _____
Address _____

Please Affix
Photographs and Sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____
Name _____
Address _____

Please Affix
Photographs and
Sign across the
photograph

Owner:

Signature _____
Name _____
Address _____

(As a Constituted Attorney of

M/s BHUTORIA CONSTRUCTION PVT. LTD.
M/s SHIV NIKETAN LTD
M/s CHARLES COMMERCIAL PVT LTD
M/s OM TOWERS PVT. LTD.
M/s SMJ EXIMP LTD.
M/s TIRUPATI ESTATES PROJECTS PVT. LTD.
M/s AKANKSHIT COMMODITIES PRIVATE LIMITED

At _____ on _____ in the presence of:

WITNESSES:

Signature _____
Name _____
Address _____
Signature _____
Name _____
Address _____

MEMO OF CONSIDERATION:

RECEIVED of and from within named ALLOTTEES the within mentioned sum of **Rs** _____

(_____) being total consideration money as per Memo below:-

WITNESSES:

- 1.

- 2.

Signature of the PROMOTER