

THIS INDENTURE made this _____ day of _____ 202 **BETWEEN**

KAYAL INFRA, a Partnership firm having its registered office at **Premises No. 05-4444, ASO-318, Astra Tower, 3rd floor, Action Area 2, New Town, North 24 Paraganas 700161**, represented by its Partners namely Mr. Rohit Kayal, Mr. Shyam Sundar Kayal and Mrs. Anu Kayal, hereinafter referred to as the “**VENDOR**” (which term or expression shall unless be excluded by or repugnant to the subject to context be deemed to mean and include the said company, successors-in-office, executors, administrators, representatives and assigns, successors-in-interest and permitted assigns).

AND

Shyam Sundar Kayal and Anu Kayal hereinafter referred to as “the **OWNER / CONFIRMING PARTY**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns) of the **SECOND PART**

AND

(1) _____, son of _____, (PAN____), (AADHAR _____), by occupation-hereinafter referred to as “the **PURCHASER**” of the **THIRD PART**:

A. WHEREAS one Prahlad Chandra Paul, son of Jogesh Chandra Paul of Ghosh Hat, Katwa, District Burdwan Purchased a Plot of Land measuring 30 (thirty) Decimal a little more or less being 5 decimal in Dag No. 659 and 25 Decimal in Dag No. 660 under Khatian No. 157 at Mouza Ghosh Hat, Katwa, District Burdwan by a Deed of Conveyance registered on the 11th day of August, 1964 in the office of Learned Sub-Registrar of Katwa, from his Vendors Sri Bhutnath Ghsoh, Bhakti Bhusan Ghsoh, Gopal Ghosh, Habal Ghosh, Madan Mohan Ghosh, Sm. Kumari Bala Dasi and the said deed entered in the Book No. I, Volume No. 64, Pages 171 to 175, Being No. 6351 for the year 1964 in the office of Sub-Registrar at Katwa.

B. AND WHEREAS the said Prahlad Chandra Paul by a Registered Deed of Conveyance executed on the 29th day of June , 1974 and registered on 1st day of July, 1974 before the office of Learned Sub-Registrar, Katwa, transferred, sold and conveyed the said piece and parcel of land measuring 30 decimals in Dag Nos. 659 and 660 in Mouza- Ghoshhat, Katwa to one Mottilal Maheswari son of Late Ramdeo Maheswari of 22/A, Kalikrishna Tagore Street, Kolkata-700007 which was entered in Book No. I, Volume No. 60, Pages 262 to 284 being No. 7045 for the year 1974 in the Sub-Registrar’s office at Katwa.

C. AND WHEREAS One Manmatha Nath Chattopadhyay son of Late Panchanan Chattopadhyay, Sri Bankim Chandra Chattopadhyay, Sri Sanjay Chandra Chattopadhyay, Sri Anil Chandra Chattopadhyay, Sri Sunil Chandra Chattopadhyay all son of Late Satish Chandra Chattopadhyay and Sri Arun Kumar Bandopadhyay son of Nalinaksha Bandopadhyay, all of Katwa District Burdwan had been the owner of another piece of the land in Dag No. 5657 and 658 Khatian No. 193, Measuring 24 decimal wherefrom they sold, conveyed

and transferred a portion of land measuring 22 decimal to said Motilal Maheswari by a Registered Deed of Conveyance executed on the 29th day of June, 1974, registered before the Learned Sub-Registrar, Katwa, Burdwan on 1st day of July, 1974 to and in favour of the said Motilal Maheswari and by virtue of the said purchase, Motilal Maheswari became absolute owner of the 22 decimal of land in Dag No. 657 and 658 as aforesaid. The said deed entered in the Book No. I Volume No. 67 at Pages 21 to 23 being deed No. 7051 for the year 1974.

D. AND WHEREAS by virtue of said Two purchase by Registered Deeds on 1st July, 1974, said Motilal Maheswari became absolute owner of a total 52 decimal land under Dag Nos. 657, 658, 659 and 660 which are continuous to each other in a lot and whereas said Motilal Maheswari after purchasing the said land constructed of Pucca structure comprising two rooms one store room, one kitchen and one bath room and one privy total built up area approximately 714 sq. ft and an open space with tin shed and a covered godown with tin shed total measuring 2240 sq.ft approximately was in exclusive possession with his indefeasible right free from all encumbrances till the time of his death.

E. AND WHEREAS the said Motilal Maheswari died intestate on 22nd day of November, 1976 leaving behind his wife Bhagwati Devi Maheswari alias Sharda and son Shyam Sundar Maheswari alias Sharda as the sole legal heir and heiress to succeed the estate left by the said Motilal Maheswari, since deceased.

F. AND WHEREAS on death of said Motilal Maheswari all his interest in his all his properties and credits including the said land at Mouza Ghoshhat devolved upon his aforesaid sole legal heir and heiress being the Vendors herein and none else.

G. AND WHEREAS the Vendors therein are well seized and sufficiently entitled to the said property and in exclusive possession thereof with indefeasible right and every right to transfer the same in any manner.

H. AND WHEREAS the purchaser no. 1 therein namely Mr. Shyam Sundar Kayal is the son of said Chandanmal Kayal and he has a good cordial relation with the Vendors.

I. AND WHEREAS the VENDORS, therein due to their personnel various hindrances and difficulties are not in a position to look after the said property and have accordingly decided to sell it out to the purchasers therein.

J. AND WHEREAS the PURCHASERS therein having heard of the said decision of the VENDORS therein, had proposed to the Vendors to purchase the said property against consideration.

K. AND WHEREAS the VENDORS therein had agreed to sell the said 1st land structure thereon more particularly described in the schedule hereinafter at consideration of Rs. 7,50,000.00 (Seven lacs fifty thousand only) as agreed by the PURCHASERS therein.

L. AND WHEREAS the PURCHASERS therein have inspected the Principal Title deeds and the other documents in respect of the said property and have been fully satisfied of the Vendors therein in the Subject property.

M. AND WHEREAS the VENDORS therein have declared that the subject scheduled property is free from all encumbrances and thus marketable and the VENDORS therein have exclusive and indefeasible right title and interest in the Schedule property.

N. AND WHEREAS upon further and final negotiations between the vendors therein and the purchasers therein the purchasers finally purchased the schedule property for a sum of Rs.7,50,000/- in the year 2003 and as the Deed of Conveyance was executed between the vendors therein and the purchasers therein and as such the same having been recorded and registered in Book No.1 Volume No.2, from Pages 94 to 107, Being No. 75 for the Year 2006.

O. AND WHEREAS the purchasers therein namely Mr. Shyam Sundar Kayal and Mrs. Anu Kayal consequently established a Partnership firm namely "KAYAL INFRA" in the year 2020 and bestowed the schedule property in the said Partnership Firm and as such the said Partnership Firm comprises of the partners at present namely Mr. Rohit Kayal, Mr. Shyam Sundar Kayal and Mrs. Anu Kayal.

P. AND WHEREAS The land owners namely Mr. Shyam Sundar Kayal and Mrs. Anu Kayal consequently established a Partnership firm namely "KAYAL INFRA" in the year 2020 and bestowed the schedule property in the said Partnership Firm and as such the said Partnership Firm comprises of the partners at present namely Mr. Rohit Kayal, Mr. Shyam Sundar Kayal and Mrs. Anu Kayal. KAYAL INFRA, a Partnership firm having its registered office at Premises No. 05-4444, ASO-318, Astra Tower, 3rd floor, Action Area 2, New Town, North 24 Parganas 700161, represented by its Partners namely Mr. Rohit Kayal, Mr. Shyam Sundar Kayal and Mrs. Anu Kayal being the "OWNER/PROMOTER", of the Plot of land measuring about 783.84 Square Metres of land (being the total area of the residential project KI GRANDEUR- PHASE-II), under Katwa Municipality, Ward No.10 Holding No.178, P.S. Katwa, Sub Division and ADSR : Katwa, District : Purba Bardhaman (more fully and particularly mentioned and described in the First Schedule hereunder written) within the limit of Katwa Municipality, which is developed by KAYAL INFRA, pursuant to the execution of the Development agreement dated the 5th December 2022, both hereby agreed unto the proposal of the party of the Other Part, having obtained sanction in terms of Building Permit No. SWS-OBPAS/1205/2022/0290, has been issued by the Katwa MUNICIPALITY.

Q. AND WHEREAS the purchaser entered into an AGREEMENT FOR SALE dated the ____, with the Developer/Vendor in respect of the purchase of the flat being no. __ situate within the residential building KI GRANDEUR PHASE -II, on the ____ floor of the building constructed at the said Premises morefully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and wherever the context so permits shall include the Purchaser's proportionate undivided indivisible variable impartible share in the

Common Areas and Installations as also in the land underneath the Block in which the said Flat be situate and further wherever the context so permits, if so specifically and as expressly mentioned and described in the within stated SECOND SCHEDULE and further wherever the context so permits, together with the proportionate SHARE IN THE SAID PREMISES shall mean the proportionate undivided indivisible variable impartible share in the land underneath the Building/Premises/Project admeasuring to an area of 783.84 Square Metres in which the Flat agreed to be purchased by the Purchaser be situate save and except the area that is not a part of this project/building/premises admeasuring to an area of 1234.82 square metres upon which the Promoter/Vendor shall at all material times have exclusive right, title and interest, TOGETHER WITH THE PROPORTIONATE SHARE IN the common areas installations and facilities in and for the premises mentioned and specified in the THIRD SCHEDULE hereunder written and expressed by the Vendor for common use and enjoyment of the Co-owners BUT shall not include the parking spaces, roof/terrace of the building and other open and covered spaces at the Premises and the Building which the Vendor may from time to time express or intend not to be so included in the common areas and installations, HAVING PROPORTIONATE SHARE and access to the pathways, driveways, thoroughfares to this residential project as well as to that of the other residential projects being constructed at the aforesaid land admeasuring to about 2018.66 square metres granted to the PROMOTERS for development by the LAND OWNERS.

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of **Rs. _____ = (Rupees _____)** only by the Purchaser to the Vendor paid at or before the execution hereof (the receipt whereof the Vendor 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 acquit release and forever discharge the Purchaser and the said Unit being hereby conveyed), the Vendor doth hereby grant sell convey transfer release assign and assure unto and to the Purchaser **ALL THAT** the said Unit, morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the said Share in the said Premises attributable and appurtenant to the said Flat (**TOGETHER WITH** proportionate undivided indivisible impartible variable share in the Common Areas) and Installations morefully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written attributable to the said Flat **WITH** the right to use and enjoy the Common Areas and Installations in common with the other Co-owners **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 Vendor into or upon the said Unit **AND TOGETHER WITH** easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit as set out in the **FIFTH SCHEDULE** hereunder written **TO HAVE AND TO HOLD** the said Unit and every part thereof unto and to the use of the Purchaser absolutely and forever **SUBJECT**

NEVERTHELESS TO the Purchaser's covenants and agreements hereunder contained and/or contained in the Sale Agreement and on the part of the Purchaser to be observed fulfilled and performed **AND ALSO SUBJECT** to the Purchaser paying and discharging all municipal and other rates taxes and impositions on the said Unit wholly and the common expenses proportionately and all other outgoings in connection with the said Unit wholly and the said premises and in particular the Common Areas Installations and Facilities proportionately **EXCEPTING AND RESERVING** unto the Vendor and the persons deriving title from the Vendor such easements quasi-easements and rights and privileges as set out in the **SIXTH SCHEDULE** hereunder written.

II. THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER as follows:-

- i) The interest which the Vendor doeth hereby profess to transfer subsists and that the Vendor has good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser the said Unit in the manner aforesaid.
- ii) It shall be lawful for the Purchaser, 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.
- iii) The Vendor shall upon reasonable request and at the costs of the Purchaser 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 Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.
Notwithstanding anything elsewhere to the contrary herein contained or in the Sale Agreement, it is expressly agreed and understood by and between the parties hereto as follows:
 - (a) The Vendor shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the building at the premises and also the covered spaces in the Building (including car parking spaces but not the one expressly provided for to the Purchaser) in such manner as the Vendor shall in its absolute discretion think fit and proper.
 - (b) The proportionate share of the Purchaser in various matters referred herein shall be such as be determined by the Vendor and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
 - (c) Save the said Unit the Purchaser shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said premises and the Vendor shall be absolutely entitled to use, enjoy, transfer, sell and/or part with

possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Vendor, in its absolute discretion, shall think fit and proper and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Vendor exclusively.

- (d) It is expressly agreed understood and clarified that at any time hereafter, the Vendor shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or co-owners of adjoining properties on such terms as be agreed by and between the Vendor and the owners of such adjoining properties. In such event, such additional land added on to the said Premises which is not a part of the said project/building/premises admeasuring to an area of 1234.82 Square Metres (hereinafter for the sake of brevity referred to as the "Enlarged Property Under Development") shall increase the scope and ambit of the development presently envisaged by the Vendor and the proportionate share of the Purchaser in the common areas and installations may stand varied owing to such additional land / development and the Purchaser shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Purchaser may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Vendor on account thereof and furthermore the Purchaser shall fully co-operate with the Vendor and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Vendor.
- (e) The Vendor may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.
- (f) Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Vendor shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Buildings / Blocks and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Vendor in its absolute discretion may think fit and proper and the Purchaser's share in the Land underneath the Block in which the said Flat be situate and also in the Common Areas and Installations shall also stand reduced owing to such construction but the Purchaser shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Purchaser may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Purchaser hereunder nor

to claim any amount or consideration from the Vendor on account thereof and furthermore the Purchaser shall fully co-operate with the Vendor and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Vendor .

- (g) Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Vendor shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas, cooling plants or installations of any nature on the roofs for the time being of the Buildings / Blocks or any part thereof on such terms and conditions as the Vendor may in its sole discretion think fit and proper and realise and appropriate all sale proceeds rents profits etc., without any objection or hindrance from the Purchaser, and the Purchaser hereby consents to the same;

III. THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR as follows:

1. The Purchaser so as to bind himself to the Vendor and the other Co-owners and so that this covenant shall be for the benefit of the said Building and the Premises and other units therein and every part thereof hereby covenants with the Vendor and with all the other Co-owners that the Purchaser and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement.
2. The Purchaser has examined and got himself fully satisfied about the title of the Vendor in respect of the said Premises and the said Unit and accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Purchaser has also examined the construction of the building and the said Unit (including the area comprised therein) and the facilities and amenities provided in the building and has fully satisfied himself with regard thereto and shall not raise any question or objection or make any claim or demand whatsoever against the Vendor with regard thereto.
 - 2.1 The Purchaser shall not be entitled to raise any dispute against or claim any amount from the Vendor on account of any bad workmanship or inferior quality of materials or fittings or fixtures used in the said Unit or in the Building nor on account of any constructional defect in the said Unit or in the Building.
3. **MANAGEMENT AND MAINTENANCE:** As a matter of necessity, the Purchaser, in using and enjoying the said Unit and the Common Areas and Installations binds himself and covenants to observe fulfil and perform the rules regulations obligations covenants and restrictions as may be made applicable by the association of the building for the purpose of Maintenance of the building/premises from time to time for the quiet and peaceful use enjoyment and management of the said premises and in particular the Common Areas and Installation and other common purposes.

- 3.1 The Purchaser shall regularly and punctually pay to the Maintenance Charge, with effect from the Date of Commencement of Liability and upon obtaining the possession of the flat the amounts expenses and outgoings as are including, inter alia, the following:
- i) All rates and taxes and water tax, if any, assessed on or in respect of the said Unit directly to the concerned authorities Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Vendor the proportionate share of all such rates and taxes assessed on the Premises. The Purchaser shall also be liable for payment of proportionate share of land revenue and khajana payable in respect of the said Premises;
 - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Building or the said Premises as a whole and whether demanded from or payable by the Purchaser or the Vendor and the same shall be paid by the Purchaser wholly in case the same relates to the said Unit and proportionately in case the same relates to the Building or the said Premises as a whole.
 - iii) Electricity charges for electricity consumed in or relating to the said Unit and until a separate electric meter is obtained by the Purchaser for his Unit and the Purchaser shall pay electricity charges to the authorities concerned based on the reading shown in the sub-meter provided for the said Unit.
 - iv) Charges for enjoying and/or availing excess power (i.e. in excess of that allotted to the said Unit from the common Generator to be installed and the same shall be payable to the association in charge of the maintaining the building/premises, and also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit, wholly and if in common with the other Co-owners, proportionately to the Vendor or the appropriate authorities as the case may be.
 - v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written) payable as the Maintenance charges from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance charges, a minimum of calculated @ **Rs. 2.5/- (Rupees two & half only)** only per square foot per month of the Chargeable Area of the said Unit. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Association In-charge of the maintenance of the building at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.

- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by the supplier from its consumers for the delay payment of its bills).
- 3.2 Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Association. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in case the same is left in the said Unit or in the letter box in the building earmarked for the said Unit.
4. Save the said Unit, the Purchaser shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other units and spaces or constructed areas or parking spaces or the open spaces at the said premises.
- 4.1 Without prejudice to the aforesaid, in particular the Purchaser admits and acknowledges the fact that the Vendor has reserved its right to exclusively use the area that is not a part of this building and as such the Purchaser shall have no claim nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in manner whatsoever or howsoever.
- 4.2 The Purchaser shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the concerned authorities.
5. The Purchaser shall have no connection whatsoever with the purchasers / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Vendor for fulfilment of the Purchaser's obligations and the Vendor's rights shall in no way be affected or prejudiced thereby.
6. The properties and rights hereby sold to the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Vendor in writing. It is further agreed and clarified that any transfer of the said Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
7. If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any

statute rules and regulations on the said Premises and/or the Building as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Purchaser proportionately or wholly as the case may be within 7 days of a demand being made by the Vendor without raising any objection thereto.

8. The building shall bear the name “**KI GRANDEUR PHASE II**” unless changed by the Vendor from time to time at its absolute discretion.
7. **NOTICE:** Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

**THE FIRST SCHEDULE ABOVE REFERRED TO:
(said Premises)**

ALL THAT a piece and parcel of land measuring 783.84 Square Metres OUT OF THE TOTAL AREA 2018.66 SQUARE METRES of land SITUATE at mouza Ghoshhat, J.L. No. 22, R.S. No. 328 under Post Office, Police Station, and municipality Ward No. 10 and sub-Registry at Katwa, Holding No. 178, District -- Burdwan in the State of West Bengal, a single piece of land altogether fully demarcated,

ON THE NORTH BY : Palpara by Lane ;

ON THE SOUTH BY : Land of Samir Hazra, Sanghati Club, land of Rudrani Biswas.

ON THE EAST BY : Land and Premises of Sobha Rani Das and also Govinda Das.

ON THE WEST BY : Ghoshhat – Dainhat Main Road.

Or Howsoever Otherwise the same now are or is or at any time heretofore were or was situated, butted, bounded, called, known, numbered, described and/or distinguished.

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

ALL THAT Flat bearing **No** ____ containing a built-up area of ____ **Square Feet** more or less on the ____ **floor** of the Building at the said Premises described in the **First Schedule** hereinabove written **TOGETHER WITH** proportionate undivided share in the Common Areas and Installations. The total chargeable area/Super Built Up area of the said flat is ____ more or less. The Flat is delineated the **Plan** annexed hereto, duly bordered thereon in **“Red”**.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART-I

(Common Areas and Installations)

1. Car parking space.
2. Automated elevator.
3. 24 hrs. Generator Backup for common area.
4. Round the clock security.
5. Intercom.
6. CCTV Camera.
7. Open Green Space.

PROVIDED THAT the area of the entire land owned by the LAND OWNER which is given to the PROMOTER for Development is to the extent of 2018.66 Square Metres and the area under the project of developing the said premises is to the extent of 783.84 Square metres as such the ownership of the remaining portion of the land which is not covered under the said project shall continue to vest in THE LANDOWNERS and the Promoter will be at liberty to make any kind of addition and alterations in the said portion admeasuring to an area of 713.023 square meters of land and the allottees shall have no right, title and interest whatsoever in the said portion of land. The flat owners shall have no right, title and interest in any portion of the land beyond the area described in the schedule written hereunder forming the subject matter of the development agreement dated 5th December 2022. The owner shall be at liberty to build upon any part of the land beyond the area of this residential project admeasuring to about 1234.82 square metres, that forms a part of the development agreement dated the 5th December 2022 and as such the allottees shall not be entitled to raise any objections thereto, PROVIDED

FURTHER that, the pathways, driveways, thoroughfares to this residential project as well as to that of the other residential projects being constructed at the aforesaid land admeasuring to about 2018.66 square metres granted to the PROMOTERS for development by the LAND OWNERS shall remain common for the usage of all the ALLOTTEES/FLAT OWNERS of all the residential projects constructed at the aforesaid piece of land admeasuring to about 2018.66 square metres, and the allottees of this residential project shall not be entitled to raise any objection thereto.

PART-II

(Specifications of construction of the Said Unit)

Specifications, Amenities, Facilities (which are part of the Apartment)

Sl. No.	Items	Specification
1.	BEDROOM DETAILS	
	Wall Finish	Smooth white putty with a coat of Primer.
	Floor Finish	Tiles (size (2' x 2'))
	Door	Wooden frame with flush doors with standard fittings
	Window	Anodized Aluminum frame with glass
	Electrical Points	General light points with A.C. and T,V, Points
2.	TOILET DETAILS	
	Wall Finish	Designed Glazed tiles on the walls upto 7 ft., smooth white putty.
	Floor Finish	Antiskid Tiles
	Door	P.V.C./flush door and frame with standard fittings
	Window	Anodized Aluminum frame with Glass
	Electrical Points	General light points.
	Fittings	EWC with P.V.C. cistern, sanitary ware of I.S.I quality for water supply, overhead shower.
3.	KITCHEN DETAILS	
	Kitchen Platform	Maroon/ Black Granite
	Sink	Steel sink without Drain Board to be fitted in Working counter.
	Wall Finish	(cooking counter and sink area only) Dado of Glazed tiles upto 2 Ft. above counter/platform

	Floor Finish	Antiskid Tiles
	Door	Wooden frame with flush doors with standard fittings
	Window	Anodized Aluminum frame with Glass
	Electrical Points	Power point (one no.), exhaust fan point, lights points (2 nos.)
4.	DRAWING/ DINING DETAILS	
	Wall Finish	Smooth white putty.
	Floor Finish	Tiles size (2' x 2')
	Door	Wooden frame with flush doors with standard fittings
	Window	Anodized Aluminum frame with glass
	Electrical Points	Fridge point with general light/fan points, and T.V.

5.	ELECTRICAL WIRING	Concealed P.V.C. Copper wiring with adequate Earthing shall be provided. Power point for A.C. in bedroom. All Modular electrical switches and accessories of standard make with adequate points, lighting, sockets, outlets etc. shall be provided.
6.	LIFT	4-6 Passenger
7.	EXTERNAL WALL	All external wall shall be painted with one coat of primer with with two coats of weather-coat acrylic emulsion paint (BERGER/ICI/ASIAN PAINTS/ DULUX).

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

- 1. MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the common areas, the main structures and in particular the gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Housing Complex and enjoyed or used by the Allottees in common with each other, main entrance and exit gates, landings and staircases of the Housing Complex and enjoyed by the Allottees in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the common areas, the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Housing Complex / said Premises so enjoyed or used by the Allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions. It is clarified that expenses pertaining to

cleaning, house-keeping, maintenance etc., of parking spaces shall form part of the Common Expenses.

2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations and also the costs of repairing, renovating and replacing the same, including AMC, insurance etc.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g.security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the Housing Complex / Towers, including the title to the land, and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Easements)**

1. The Purchaser shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto **Excepting And Reserving** unto the Vendor and the other Co-owners and the Maintenance In-Charge the rights easements quasi easements privileges and appurtenances hereinafter morefully and particularly setforth in the **SIXTH SCHEDULE** hereto.
2. The right of access and way in common with the Vendor and/or other occupiers of the said Building at all times and for all normal residential purposes connected with the use and enjoyment of the common areas installations and facilities.
3. The right of way in common as aforesaid at all times and for all purposes connected with reasonable use and enjoyment of the said Unit **PROVIDED ALWAYS** and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under him or his servants agents and invitees to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons, including the Vendor and the other Co-owners and the Maintenance In-charge entitled to such way as aforesaid.
4. The right of protection of the said Unit by and from all parts of the building in which the same is situate so far as they now protect the same.
5. The right of flow in common as aforesaid of electricity water and waste or soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the other parts of the premises so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
6. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the building for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing or cleaning any part or parts of the Building and the Common Areas and Installations insofar as such rebuilding repairing replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of his intention so to enter to the Vendor and/or Maintenance-In-Charge and/or the co-owner affected thereby.

**THE SIXTH SCHEDULE ABOVE REFERRED TO :
(Easements excepted out of the sale and reserved for the Vendor)**

The undermentioned rights easements quasi easements and privileges appertaining to the Premises shall be excepted and reserved for the Vendor and other Co-owners and/or occupiers of the other part or parts of the building:

1. The right of access and way in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Building and the Premises at all times and for all purposes connected with the use and enjoyment of the common areas installations and facilities.
2. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water and waste or soil from and to any part (other than the said Unit) of the other part or parts of the Building through pipes drains wires conduits lying or being in under through or over the said Unit and all other parts of the premises as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Building.
3. The right of protection of other part or parts of the Building by all parts of the said Unit so far as they now protect the same.
4. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Building.
5. The vendor solely reserves its right to use and occupy the area admeasuring to about 1496.867 Square Metres which is not a part of the building however the same being situated within the premises and as such the purchaser shall have no right to use the said area.

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

SIGNED SEALED AND DELIVERED on behalf of the within named **VENDOR** at **Kolkata** in the presence of:

SIGNED SEALED AND DELIVERED by the within named **PURCHASER** at **Kolkata** in the presence of:

Drafted by

Advocate
High Court, Calcutta

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of **Rs. _____ (Rupees _____)** only being the consideration in full payable under these presents by cash / cheques / pay orders IN THE MANNER AS FOLLOWS:-

Sl. No.	DATE PAYMENT	OF	MODE/MANNER OF PAYMENT	AMOUNT (Rs.)

TOTAL :

WITNESSES:

FOR KAYAL INFRA

DATED THIS ____ DAY OF _____ 2020

BETWEEN

**KAYAL INFRA.
... VENDOR**

AND

_____.

... PURCHASER

CONVEYANCE

Flat : ____ Floor : ____

of the Housing Complex **“KI GRANDEUR PHASE
II”**

**Advocate
Kolkata # 700 001**