

THIS INDENTURE OF CONVEYANCE is made at Kolkata on this _____day of _____Two
Thousands (20 __) A.D.

IN BETWEEN

SARMITA DEVELOPERS LLP a partnership firm is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act.- 2008 having its registered office at Village & P.O. - Latibpur, P.S. Uluberia, Dist. Howrah, PAN-AEMFS4749C, represented by its designated partners 1) SUMANTA CHANDRA S/o Late Rabindra Nath Chandra, AADHAAR NO: 8136 6391 2746, PAN: ADMPC4109P, 2) MADHUMITA GHOSH, CHANDRA, Wife of Sumanta Chandra, AADHAAR NO: 5811 2189 4551, PAN: AKUPG6697D, both are by creed Hindu, by occupation business, both are residing at Village & P.O. Latibpur, P.S. Uluberia, Dist. Howrah, Pin 711316 hereinafter called the “**SELLER**” (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, successors in interest and/or assigns) of the **FIRST PARTY**.

AND

Mr./Mrs. _____s/o, w/o _____(PAN No. xxxxxxxxxxx ; Adhar No. xxxx-yyyy-zzzz), resident of _____, Dist. _____, PIN- _____; Indian National, all by faith _____, by occupation _____, hereinafter called the “**PURCHASER(S)/BYUER(S)**” (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their legal heirs, executors, administrators, successors in interest and/or assigns) of the **SECOND PARTIES**.

BACK GROUND:

OWNERSHIP OF PROPERTY OF PROBODH CHANDRA SARKAR & OTHERS:

ALL THAT piece and parcel of land recorded as “Shali” land comprised in R.S. Dag Nos. 1032, 1034, 1035, 1036, with other properties situated within Mouza Latibpur, Jurisdiction List No. 86, within the ambit of Uluberia Municipality Ward No. 28, under Police Station Uluberia, Dist. Howrah originally belonged to Sri Probodh Chandra Sarkar, Prakash Chandra Sarkar, and Smt. Sarajini Sarkar, all of the said owners had undivided 1/3rd share in the above mentioned

properties, the name of the said Owners were published in the C.S. record of right as "Raiyat" under the State of West Bengal ;

PARTITION IN BETWEEN PROBODH CHANDRA SARKAR & OTHERS :

Above mentioned Sri Probodh Chandra Sarkar, Prakash Chandra Sarkar, and Smt. Sarajini Sarkar while were in joint possession and occupation thereof they made amicable partition of above all properties by metes and bounds and by specific demarcation and extent by virtue of a Registered Deed of Partition dated 03.03.1939 registered before Additional District Sub Registrar Uluberia, recorded in Book No. I, being No. 831 for the year 1939, in terms of the said amicable partition each allottee had allotted demarcated plots comprising of different Dag and they used to possess their respective demarcated allotted plots in terms of the said amicable partition ;

ERRORS & OMISIONS IN PUBLICATION OF C.S. RECORD

Ever after the execution and registration of the said Deed of Partition some properties comprised in respective Dag/Plot erroneously recorded and publised in the name of Praksh Chandra Sarkar being (eight annas share) one half shareholder, which originally had allotted to Probodh Chandra Sarkar as (sixteen annas share) full share holder by virtue of above Registered Deed of Partition being No. 831 for the year 1939 ;

DEMISE OF PROBODH CHANDRA SARKAR:

On the terms of the above Deed of Partition, while said Probodh Chandra Sarkar was in possession and occupation of his allotted share, he died intestate prior to commencement of Hindu Succession Act 1956 leaving behind his two sons **Sambhu Nath Sarkar** and **Sri Biswanath Sarkar** as his lawful legal heirs and successors, who jointly inherited the all that properties and estates of their deceased father in equal undivided share according to the then Hindu Law of Succession was in force ;

MUTATION IN THE R.S. SETTLEMENT RECORD

Having acquired the right, title and interest of above all properties by way of intestate succession said **Sambhu Nath Sarkar** and **Sri Biswanath Sarkar** got their respective names mutated in the Revisional Settlement record and according to their inherited share the same were published in the R.S. record of right, and whereas after final publication of R.S. record of right said **Sambhu**

Nath Sarkar and **Sri Biswanath Sarkar** used to possess their respective properties by paying statutory outgoing and impositions in respect of their declared share in the said properties ;

MUTATION IN THE L.R. SETTLEMENT RECORD

After L.R. Survey operation the name of the said **Sambhu Nath Sarkar** and **Sri Biswanath Sarkar** were published in the L.R. record of Right pertaining to their respective equal share comprising different Plots within Mouza Latibpur, Jurisdiction List No. 86, under Police Station Uluberia, Dist. Howrah under L.R. Khatian Nos. **864** and **1167** respectively ;

DEATH OF SAMBHU NATH SARKAR:

While the said brothers **Sambhu Nath Sarkar** and **Sri Biswanath Sarkar** were in joint possession of their properties, said Sambhu Nath Sarkar died intestate leaving behind him following legal heirs and successors :

NAME OF DECEASED	NAME OF THE LEGAL HEIRS	RELATIONSHIP WITH DECEASED	SHARE OF PROPERTY INHERITED FROM THE DECEASED
SAMBHU NATH SARKAR	SARAL SARKAR	son	33.333% undivided share
„	DIPTI RANI SARKAR	widow	33.333% undivided share
„	SMT. RITA BASU	Married daughter	33.333% undivided share

DEATH OF SARAL SARKAR:

Said Sri Saral sarkar also died intestate leaving behind him following legal heirs and successors :

NAME OF DECEASED	NAME OF THE LEGAL HEIRS	RELATIONSHIP WITH DECEASED	SHARE OF PROPERTY INHERITED FROM THE DECEASED
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SARAL SARKAR	DIPTI RANI SARKAR	mother	25% undivided share
„	SUKLA SARKAR	widow	25% undivided share
„	CHANDAN SARKAR	son	25% undivided share
„	RAJLAKSHMI DUTTA	Married daughter	25% undivided share

DEATH OF DIPTI RANI SARKAR:

Said Dipti Rani Sarkar also died intestate leaving behind following legal heirs and successors :

NAME OF DECEASED	NAME OF THE LEGAL HEIRS	RELATIONSHIP WITH DECEASED	SHARE OF PROPERTY INHERITED FROM THE DECEASED
DIPTI RANI SARKAR	SUKLA SARKAR	Daughter-in-law	25% undivided share
„	CHANDAN SARKAR	Grand son	25% undivided share
„	RAJLAKSHMI DUTTA	Grand daughter	25% undivided share
„	RITA BASU	Married daughter	25% undivided share

DEATH OF BISWANATH SARKAR:

After demise of said Sri Biswanath Sarkar, his right, title and interest of his all recorded properties within Mouza Latibpur, P.S. Uluberia, Dist. Howrah devolved and vested on his one and only son **SRI PRINCE SARKAR** as an intestate succession;

MUTATION IN THE NAME OF SUKLA SARKAR & OTHER CO-OWNERS:

Said **Prince Sarkar, Sukla Sarkar, Chandan Sarkar, Rajlakshmi Dutta** and **Rita Basu** having inherited their respective share from their said predecessors-in-interest got their respective names mutated pertaining to their share comprising in L.R. Dag Nos. 1110, 1034, 1035 and 1114 within Mouza Latibpur, Jurisdiction List No. 86, Police Station Uluberia, District Howrah under L.R. Khatian Nos. **2770, 2771, 2772, 2773, and 2769** respectively ;

PARTITION IN BETWEEN PRINCE SARKAR, SUKLA SARKAR, CHANDAN SARKAR, RAJLAKSHMI DUTTA AND RITA BASU

Whereas by virtue of a Registered Deed of Partition dated 23.09.2021 registered before District Sub Registrar- II, Howrah recorded in Book No. I, Volume No. 0513-2021, Pages from 285926 to 285960, being No. 0513-08369 for the year 2021 said SRI PRINCE SARKAR being First Allottee, SMT. RITA BASU as Second Allottee, SMT. SUKLA SARKAR being Third Allottee, SRI CHANDAN SARKAR being Fourth Allottee, and SMT. RAJLAKSHMI DUTTA being Fifth Allottee made amicable partition of their inherited total property i.e. measuring about 103.36 Decimals OR 1.0336 Acre comprising in L.R. Dag Nos. 1110, 1034, 1035 and 1114, under L.R. Khatian Nos. 2770, 2771, 2772, 2773, and 2769 within Mouza Latibpur, Jurisdiction List No. 86, within the ambit of Uluberia Municipality Ward No. 28, Police Station Uluberia, District Howrah by metes and bounds and by specific demarcation and extent, and whereas each of the Allottee members had been allotted their specific demarcated portion of land mentioned in the specific Schedule in their name and also their demarcated portion of land & premises has been earmarked by specific separate colour in the site Map or Plan annexed with that Registered Deed of Partition being one piece and parcel of said Deed of Partition.

PURCHASE OF LAND BY SARMITA DEVELOPERS LLP

Having acquired the demarcated properties by virtue of said Registered Deed of Partition said (1) Smt. Rita Basu, (2) Smt. Sukla Sarkar and (3) Smt. Rajlakshmi Dutta being sole owners therein while were in possession of their allotted & demarcated properties they jointly sold, conveyed and transferred ALL THAT demarcated land measuring about **8.84 Decimals** comprised in R.S. Dag No. 1032 corresponding to L.R. Dag No. 1110, under R.S. Khatian No. 340, L.R. Khatian No. 2771, 2770, **AND** ALL THAT demarcated land measuring about **3.16 Decimals** comprised in R.S. Dag No. 1036 corresponding to L.R. Dag No. 1114, under R.S. Khatian No. 121, L.R. Khatian No. 2771, 2770, **AND** ALL THAT demarcated land measuring about **4.31 Decimals** comprised in R.S. Dag No. 1036 corresponding to L.R. Dag No. 1114, under R.S. Khatian No. 121, L.R. Khatian No. 2771, 2773, **AND** ALL THAT demarcated land measuring about **4.43 Decimals** comprised in R.S. Dag No. 1032 corresponding to L.R. Dag No. 1110, under R.S. Khatian No. 340, L.R. Khatian No. 2771, 2773, **AND** ALL THAT demarcated land measuring about **5.26 Decimals** comprised in R.S. Dag No. 1036 corresponding to L.R. Dag No. 1114, under R.S. Khatian No. 121, L.R. Khatian No. 2771, 2769, i.e. **Total land 26 Decimals or 15.76 Katha** being a composite block together with all easement right over the common Road and

Passage attached on the Western side of the property in favour of **SARMITA DEVELOPERS LLP** (the Seller herein) by virtue of a Registered Deed of Conveyance dated 22/10/2021 Registered before Additional District Sub Registrar Uluberia, recorded in Book No. I, Volume No. 0505-2021, Pages from 133924 to 133964, being No. 0505-04982 for the year 2021, and simultaneously delivered possession of the said property ;

MUTATION IN THE NAME OF SARMITA DEVELOPERS LLP

After having acquired right, title and interest of the above mentioned purchased properties said **SARMITA DEVELOPERS LLP** being Owner/ "Raiyat" got its name mutated pertaining to its purchased share comprised in L.R. Dag Nos. 1110 and 1114, within Mouza Latibpur, Jurisdiction List No. 86, Police Station Uluberia, District Howrah under **L.R. Khatian No. 3372.** As well as in the assessment register of Uluberia Municipality, whereas the said property has been assessed under Uluberia Municipality Holding No. 186/308ZR/278ZR, being Assessment No. 1307703907914, within the ambit of Uluberia Municipality Ward No. 28.

CONVERSION OF LAND & PREMISES:

SARMITA DEVELOPERS LLP converted the recorded classification of land from "**SHALI**" to "**COMMERCIAL VASTU**" measuring about (0.1200 Acre) comprised in L.R. Plot No. 1110 and (0.1300 Acre) comprised in L.R. Plot No. 1114, both under L.R. Khatian No. 3372, within Mouza Latibpur, J.L. No. 86, Police Station Uluberia, Dist. Howrah for dwelling purpose (according to Section 4 C of West Bengal Land Reforms Act 1955, and issued in accordance with the notification bearing no. 4296 LR/1A-05/07 GE(M) dated 17.09.2009 of the Commissioner General, Land and Land Reforms Department & Additional Chief Secretary to the Govt. of West Bengal, published on 24.09.2009 in-the Kolkata Gazette, Extraordinary) from Sub Divisional Land & Land Reforms Officer in connection to Conversion Case No. CN/2023/0511/414, and vide Conversion Memo No. Conv-95/LR (Uluberia)/2023 dated 26/12/2023.

SANCTION OF BUILDING MAP/PLAN BY ULUBERIA MUNICIPALITY:

The Seller caused a map or plan sanctioned by the Uluberia Municipality being No. **UM/BLDG/PLAN NO. SWS-OBPAS/1901/2024/0037** dated **07.03.2024**, in the name of the Owner **SARMITA DEVELOPERS LLP**, the same is valid upto **11.03.2027**.

THAT the said converted Land & Premises comprised in L.R. Plot Nos. 1110, 1114 within Mouza Latibpur & P.S. Uluberia, P.S. Uluberia, Dist. Howrah-711316 is more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and is hereinafter for the sake of brevity referred to as the said **PREMISES**.

WHEREAS

- A)** The said New Building has been completed and at the request of the Purchaser the Seller has agreed to execute the Deed of Conveyance in respect of the said Flat and the Properties Appurtenant thereto at and for an aggregate consideration of Rupees ___ and subject to the terms and conditions hereinafter appearing.
- B)** At or before the execution of this Indenture the Seller has represented and assured the Purchaser as follows:
- i)** THAT the Seller are the absolute owner of the said Premises;
 - ii)** THAT the said Premises is free from all encumbrances and charges and that the Seller have a marketable title in respect thereof;
 - iii)** THAT the plan sanctioned by the authorities concerned (Uluberia Municipality) for construction erection and completion of a new buildings at the said Premises is also valid and subsisting;
- BB)** The Purchaser have completely relied on the aforesaid representations and believing the same to be true and acting on the faith thereof have entered into the said Sale Agreement and have now approved the title of the property as made out and further agreed to complete the sale Conveyance subject to the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH as follows:

I. THAT in pursuance of the Sale Agreement dated _____ and in further consideration of a sum of Rs. _____ only of the lawful money of the Union of India well and truly paid by the Purchaser to the Seller at or before the execution hereof (the receipt whereof the Seller do hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof the Seller doth hereby acquit, release and discharge the purchaser and the said FLAT and the Properties Appurtenant Thereto hereby intended to be sold and transferred), the Seller doth hereby sell, transfer, convey, assure and assign **FIRSTLY ALL THAT the FLAT No. _____ on the _____ floor** containing by estimation an area of _____ **sq. ft.** (Carpet Area) (be the same a little more or less) with all fixtures and fittings mentioned in the said Sale Agreement **AND SECONDLY ALL THAT the _____ Covered car parking space Being No. _____ on the ground floor** of the building **AND THIRDLY ALL THAT** the undivided proportionate share in all common parts portions areas facilities and amenities comprised in the said New Building and/or the said Premises **FOURTHLY ALL THAT** the undivided indivisible impartible proportionate share or in interest in the land beneath the building comprised in the said premises and attributable thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter collectively referred to as the said **FLAT-AND THE PROPERTIES APPURTENANT THERETO**) **AND** the Seller hereby transfer, assign, release, relinquish and disclaim all their respective right title interest into or upon the said **FLAT AND THE PROPERTIES APPURTENANT THERETO** unto and in favour of the Purchaser herein and the Purchaser shall be entitled to hold possess and enjoy the said **FLAT AND THE PROPERTIES APPURTENANT HERETO TO HAVE AND TO HOLD** the same absolutely and forever unto and in favour of the purchaser.

II. AND the Seller do hereby also transfer, release, relinquish and disclaim all their respective right, title and interest into or upon **ALL THAT** the said Flat **AND THE PROPERTIES APPURTENANT THERETO** more fully and particularly mentioned

and described in the **SECOND SCHEDULE** hereunder written) AND ALSO the right to use the common entrances and staircases and other common parts and portions, installation and facilities (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) in common with the other owners and/or the occupants of the said new building **BUT EXCEPTING AND RESERVING** such rights, easements, quasi-easements, privileges reserved for the Seller and/or the Society and/or Association of Co-Owners (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) **AND TOGETHER WITH** all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said FLAT And the Properties Appurtenant thereto (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO** hereby, sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser absolutely and forever **SUBJECT TO** the Purchaser making payment of the maintenance charges and other charges (hereinafter referred to as the **SERVICE CHARGES** (more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written).

III. AND THIS DEED FURTHER WITNESSTH THAT in consideration of the Sale Agreement dated _____ and for the purpose of beneficial use and enjoyment of the said Flat and the Properties Appurtenant thereto the Seller and each one of them respectively doth hereby sell, transfer, convey, assure and assign unto and in favour of the Purchaser herein ALL THAT the undivided impartible indivisible proportionate share or interest in the land below and underneath the building comprised in the said premises and attributable thereto.

IV. AND THE SELLER DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:

a) **THAT** notwithstanding any act deed matter or thing whatsoever by the Seller done or executed or knowingly suffered to the contrary the Seller is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said **FLAT AND THE PROPERTIES APPURTENANT**

THERETO hereby granted, sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b) **THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Seller now have good right, full power and absolute authority to grant convey, transfer, sell and assign and the said **FLAT AND THE PROPERTIES APPURTENANT THERETO** hereby sold, conveyed, transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.

c) **THAT** the said **FLAT AND THE PROPERTIES APPURTENANT THERETO** hereby sold, granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, lines, attachments, leases, lispens, debut tar or trust made or suffered by the Seller or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Seller.

d) **THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Flat and the Properties Appurtenant thereto and receive all the rents, issues and profits thereof without any lawful eviction, interruption, claims or demands whatsoever by the Seller or any person or persons having or lawfully or equitably claiming as aforesaid.

e) **THAT** the Purchaser shall be freed, cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lispens, debuttar or trust or claims and demands whatsoever created occasioned or made by the Seller or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Seller and all persons having or lawfully or equitably claiming any estate or interest into or upon the Said Flat And the Properties Appurtenant thereto or any part thereof through under or in trust for the Seller shall and will from time to time and at all times hereafter at the request and cost of the purchaser make do and execute or cause to be made done and executed

all such further and lawful acts, deeds or things whatsoever for further better or more perfectly assuring the said FLAT And the Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

g) **THAT** the Seller have not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby and where under the Said Flat and the Properties Appurtenant thereto hereby sold, granted, transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

V. AND THE PURCHASER 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 FLAT AND THE PROPERTIES APPURTENANT THERETO HEREBY SOLD CONVEYED HEREBY COVENANT WITH THE SELLER AS FOLLOWS:-

a) **THAT** the Purchaser and all other persons deriving title under these presents shall and will at all times hereafter shall observe the restrictions and/or House Rules as may be framed by the Seller and upon Formation of the said Association by such Association.

b) **THAT** the purchaser shall at all times hereafter (from the date of possession) regularly and punctually make payment of all the municipal rates and taxes and other outgoings including ceases multi-storied Building Tax, water Tax, proportionate BL&LRO Land Tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the said Flat and proportionately for the new Building as a whole and for the common parts and portions.

c) **THE** Purchaser shall within three months from the date of execution of these presents shall apply for and obtain mutation of his name as the owner of the

Said Flat and the Properties Appurtenant Thereto from The Uluberia Municipality and shall also obtain separate assessment of the said Flat and the Properties Appurtenant Thereto and so long the Said FLAT and the Properties Appurtenant Thereto and so long the Said FLAT and the Properties Appurtenant Thereto is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the New Building, such amount to be determined in its absolute discretion by the Seller and upon formation of the Association by such Association/Society/service Company.

VI. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- a) THAT the undivided indivisible impartible share in the land comprised in the Said Premises attributable to the said flat and the proportionate share and interest in common parts and portions comprised in the said new building and/or the said premises hereby sold and transferred shall always remain indivisible and impartible.
- b) The right of the Purchaser shall remain restricted to the said Flat and the Properties Appurtenant Thereto.
- c) The Purchaser shall make arrangements for obtaining separate electricity meter in his name for the said Flat from WBSEDL and the Purchaser shall be liable and agrees to regularly and punctually make payment of the electricity charges directly to WBSEDL.
- d) The Seller shall and will have the exclusive and unfettered right to make use or permit to be used the open spaces of the new building and/or the said Premises including any other open parts and portions of the said premises vertically or horizontally and the Purchaser hereby consents to the same.

VII. AND THE PURCHASER(S)/BUYER(S) DOTH HEREBY FURTHER AGREE AND COVENANT WITH THE SELLER AS FOLLOWS:

1. The buyer(s) shall execute the necessary declaration for submission of the Project to the provisions of the West Bengal Apartment Ownership Act to enable the formation of the association of Buyer(s) either by the Buyer(s) or through a power of attorney holder when called upon by to do so by the Seller as the case may be.
2. The buyer(s) shall co-operate with the other co-buyers and co-occupiers of the constructed spaces/units within the Project, the Seller and/or the Association, as the case may be, in the management and maintenance of the Apartment, building and the Project and shall abide by the directions and decisions of the Seller and/or the Association, as the case may be, as may be made from time to time in the best interest of the Flat and/or the Project;
3. The buyer(s) shall pay to the Seller or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Project, that has been caused by the negligence and/or wilful act of the Buye(s) and/or any occupier of the Flat and/or family members, guests or servants of the Buye(s) or such other occupiers of the Flat;
4. The buyer(s) shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Said Premises and the building in which the Flat is situated, other than in the area earmarked for the such purpose;
5. The buyer(s) shall notify the Seller or the Association, as the case may be, in case the Buye(s) lets out the Flat, of the tenant's/transferee's details, including address, email-id and telephone number;
6. The buyer(s) shall not sub-divide the Flat and/or any part or portion thereof;
7. The buyer(s) shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Flat;

8. The buyer(s) shall not do anything or prevent the Seller from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Buye(s)(s) enjoyment of the Apartment.

9. The buyer(s) shall not do or cause anything to be done in or around the Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Apartment or any apartment adjacent to the Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

10. The buyer(s) shall not change the outside elevation of the Residential Tower and/or portions of elevation outside the said Flat.

11. The buyer(s) shall not build, erect or put upon the Residential Common Areas/Common Area any item of any nature whatsoever;

12. The buyer(s) shall not use the Flat or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to Buye(s)/occupiers of other flats in the Project;

13. The buyer(s) shall not use the Flat for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;

14. The buyer(s) shall not make or permit any disturbing noises in the Flat or allow the Allottee's family, invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the Buye(s)/occupiers of other flats in the Project;

15. The buyer(s) shall not keep in the Car Parking Space anything other than cars or two-wheeler or use the same for any purpose other than parking of cars or two wheelers or raise any temporary or transitory construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;

16. The buyer(s) shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Buye(s), if any, or any other place specifically demarcated for the parking of the vehicles of visitors of Buye(s)/occupiers of other flats in the Project;

17. The buyer(s) shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building in any manner whatsoever;
18. The buyer(s) shall not be allowed to use hammer of any size or dimension in carrying out any internal work within the said Flat and in case of violation of this condition the Buyer(s) will be liable for all costs and consequences for such violation of this condition.
19. The buyer(s) shall not misuse or permit to be misused the water supply to the Flat;
20. The buyer(s) shall not change/alter/modify the name of the building as named by the Seller;
21. The buyer(s) shall not use the name/mark of the Seller in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Flat and if the Buyer(s) does so, the Buyer(s) shall be liable to pay damages to the Seller and shall further be liable for prosecution for use of such mark of the Seller;
22. The buyer(s) shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Flat, the garage or parking space, if any, and the Residential Common Areas/ Common Areas;
23. The buyer(s) shall not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
24. The buyer(s) shall not install or keep or run any generator in the Flat;
25. The buyer(s) shall not smoke in public places inside the Project which is strictly prohibited and the Buyer(s) and Buyer(s)'s guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre- positioned dustbins after ensuring that the fire is fully smothered/extinguished;
26. The buyer(s) shall not throw or allow to be thrown litter inside the premises or the Project;
27. The buyer(s) shall not overload the passenger lifts and shall move goods only through the staircase of the building;
28. The buyer(s) shall not use the elevators in case of fire;

29. The buyer(s) shall not object to the Seller and the Association putting up any neon sign, hoardings and other display materials on any part or portion of the Residential Common Areas/ Common Areas;

30. The buyer(s) shall not fix or install any antenna on the roof or terrace of the building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Seller and/or the Association, as the case may be;

31. The buyer(s) shall remain fully responsible for any domestic help or drivers, maids employed by the Buyer(s) and any pets kept by the Buyer(s);

32. The buyer(s) shall not refuse or neglect to carry out any work directed to be executed in the building or in the Flat after the Buyer(s) has taken possession thereof, by a Competent Authority, or require or hold the Seller liable for execution of such works;

33. The buyer(s) shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the building and the Project.

34. The buyer(s) shall not object to the Seller entering into agreements (on such terms and conditions and for such period as the Seller shall decide) with the concerned service providers of the Seller's choice of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Seller within the Project and which would be declared to be common facilities by the Seller.

35. The buyer(s) shall install air-conditioning units only at the designated places/ as constructed /approved by the Seller.

36. The buyer(s) shall repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Flat, at the cost of the Buyer(s).

37. The buyer(s) shall ensure that the domestic help/service providers visiting the said Flat use only the common toilets and while so using, keep the common toilets clean and dry.

38. The buyer(s) shall not obstruct the Seller/ Association (upon formation) in their acts relating to the Residential Common Areas/ Common Areas, amenities and facilities.

39. The Purchaser acknowledges that timely payment of the maintenance charges is a must in as much as nonpayment thereof shall adversely affect the rights of other flat owners and/or occupiers of the said new building and as such the Purchaser agrees to regularly and punctually make payment of the maintenance charges.

40. The right of the Purchaser shall remain restricted to the said Apartment/ Car Parking Space, and in no event the Purchaser or any person claiming through it shall be entitled to stretch or expand its claims over and in respect of the other parts of the new building AND the purchaser hereby further covenants and assures that it shall not interfere with the rights of the Seller in selling, transferring, leasing out or letting out the remaining unsold Flats/portions and to carry out repairs, renovations and improvements in the said building.

41. The buyer(s) shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Flat in the records of the concerned authorities within a period of three (3) months and shall keep the Seller indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Seller due to non-fulfilment and/or non-observance of this obligation by the Buye(s);

42. That until formation of the Holding Organization/Association/Society which may include a Service Company or any person authorized by the Seller shall continue to provide maintenance and services for the common parts and portions and security of the said New Building **SUBJECT HOWEVER** to the Purchaser regularly and punctually making payment of the maintenance and service charges more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written.

43. The Seller alone shall be entitled to and the Purchaser hereby authorize the Seller to form the Holding Organization/Association/Society and/or Service Company with such rules and regulations as the Seller shall think fit and proper and the Purchaser hereby further commits themselves to become a member of the said Holding Organization and to abide by the rules and regulations as may be framed from time to time.

THE FIRST SCHEDULE ABOVE REFERRED TO
(PREMISES)

ALL THAT demarcated converted Commercial Vastu land measuring a little more or less **26 Decimals or 15.76 Katha**, out of which land measuring about **8.84 Decimals** comprised in R.S. Dag No. 1032 corresponding to L.R. Dag No. 1110, under R.S. Khatian No. 340, L.R. Khatian No. **3372**, **AND** ALL THAT demarcated land measuring about **3.16 Decimals** comprised in R.S. Dag No. 1036 corresponding to L.R. Dag No. 1114, under R.S. Khatian No. 121, L.R. Khatian No. **3372**, **AND** ALL THAT demarcated land measuring about **4.31 Decimals** comprised in R.S. Dag No. 1036 corresponding to L.R. Dag No. 1114, under R.S. Khatian No. 121, L.R. Khatian No. **3372**, **AND** ALL THAT demarcated land measuring about **4.43 Decimals** comprised in R.S. Dag No. 1032 corresponding to L.R. Dag No. 1110, under R.S. Khatian No. 340, L.R. Khatian No. **3372**, **AND** ALL THAT demarcated land measuring about **5.26 Decimals** comprised in R.S. Dag No. 1036 corresponding to L.R. Dag No. 1114, under R.S. Khatian No. 121, L.R. Khatian No. **3372**, **within MOUZA LATIBPUR, J.L. No. 86, under Police Station Uluberia, District Howrah, PIN- 711316 within the ambit of Uluberia Municipality Holding No. 186/308ZR/278ZR, being Assessment No. 1307703907914, Municipality Ward No. 28, together with all right of easement attached therewith, within the jurisdiction of the Additional District Sub Register Office Uluberia, District Register Office at District Howrah, PIN- 711316 together with all easement rights attached therewith, the above land & premises is butted & bounded by :**

ON THE NORTH : by land of Sisir Chakraborty & Rita Basu;

ON THE SOUTH : 14 feet wide Municipal road;

ON THE EAST : vacant land of Chandan Sarkar;

ON THE WEST : 10 feet wide common passage ;

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO)

FIRSTLY ALL THAT the **Flat No.** ___ on the _____ **Floor** containing by estimation an area of _____ **sq. ft. (Carpet Area)** (be the same a little more or less) with all fixtures and fittings consisting of ___ bedrooms, ___ toilet(s), Kitchen, ___ drawing cum dining, ___ Verandah **AND SECONDLY ALL THAT** the _____ **Covered car parking space measuring _____ sq. ft Being No.** _ on the ground floor of the building **AND THIRDLY ALL THAT** the undivided proportionate share in all common parts portions areas facilities and amenities comprised in the said New Building and/or the said Premises and **FOURTHLY ALL THAT** the undivided indivisible impartible proportionate share or in interest in the land comprised in the said premises and attributable thereto (location of the said Flat has been shown and delineated in the map or plan annexed hereto and earmarked by **RED** color therein)

THE THIRD SCHEDULE ABOVE REFERRED TO
(The Common areas, Parts and Portion)

1. Internal roads, pathways, passages and driveways and Security Room.
2. Electronic Elevators;
3. Generators
4. Streetlights, Campus and Garden lights and fixtures, electrical installations.
5. Boundary wall / fencing, if any.
6. Road / Block signage
7. Underground/Overhead water reservoir, water pumping station and pump house.
8. Pumps and Pumps Accessories.
9. Sewage, septic tanks and storm drainage system.
10. Water distribution network, rooftop water storage tank;
11. Roof-top Swimming Pool.
12. All infrastructural facilities / works including water storage tanks for firefighting arrangement, Water supply bore wells, Sewerage, drainage, water supply and accessories thereto.

13. All electrical installations / works including panels, cables, cable trench and accessories thereto.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(EASEMENTS OR QUASI-EASEMENTS)

(The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Seller and/or the Society and/or the Association of Co-owners and/or the Service Company of the New Building.

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the New Building as aforesaid for the ownership and use of common part or parts of the New Building including its installations staircases electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity, water and soil from and to any part (other than the Said FLAT of the other part or parts of the New Building through pipes, drains, wires, conduits lying or being under through or over the said FLAT so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the new building for all purpose whatsoever.
3. The right of protection for other portion or portions of the New Building by all parts of the said Flat as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the said FLAT or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the New Building.
4. The right by the Seller and/or occupier or occupiers of other part or parts of the New Building for the purpose of free ingress and egress to and from such other part or parts of the New building, the front entrances staircase, electrical

installation open and covered space and other common passage or paths of the New Building.

5. The right of the Seller/Service Company or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Flat for the purpose of repairing so far as may be necessary such pipes drains wires and conduit under basement/overhead Reservoir, firefighting equipment as aforesaid **PROVIDED ALWAYS** the Seller and other person or persons shall give to the Purchaser twenty four hours prior notice in writing of their intention of such entry as aforesaid.

THE FIFTH SCHEDULE ABOVE REFERRED TO

1. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the said Flat or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified **EXCEPTING AND RESERVING** unto the Seller the rights easements, quail-easements privileges and appurtenances hereinafter more particularly set forth in the fourth schedule hereto.

2. The right or access and passage in common with the Seller and/or the co-owners and occupiers of the new Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other common areas installations and facilities in the New Building and the Said Premises.

3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Flat with or without vehicles over and along the drive-ways and pathways **PROVIDED ALWAYS** and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants agents employees and invitees of the Purchaser to obstruct in any way by vehicles deposit of materials

rubbish or otherwise the free passage of or other person or persons including the Seller/the Society/Service Company along such drive way and path ways as aforesaid.

4. The right of support shelter and protection of the said Flat by or from all parts of the New Building so far they now support shelter or protect the same.

5. The right of passage in common as aforesaid electricity water and soil from and to the said FLAT through pipes drains wires and conduits lying or being in under or over the New Building and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the said FLAT and for all purposes whatsoever.

6. The right with or without workmen and necessary materials for the purchaser to enter from time to time upon the other parts of the New Building and the said Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Flat in so far as such repairing or cleaning any parts of the Said Flat in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours previous notice in writing of its intention so to enter to the owners and occupiers of the other Flats and portion of the Building.

(MAINTENANCE CHARGES)

- 1.** All proportionate costs of maintenance, operations, repairs, replacement services, Swimming pool, Power supply Generator maintenance on regular basis, and building exterior painting, rebuilding, reconstructing, decorating, redecorating of all other common areas/parts its fixtures, fittings, electrical wiring and equipment in under or upon the building enjoyment or used common by the occupiers of the building.

2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers, liftmen etc.

3. Insurance premium for insuring the building and every part thereof against earthquake, damages, fire, lightening, mob violence, civil commotion, etc. if insured.

4. Expenses for supplies of common utilities, electricity, water charges etc. payable to any concerned authorities and/or Organization and payment of all other incidental thereto.

5. All common expenses for maintaining roof, white washing, painting, repairing, renovating the common areas, installations including generator, water pump with motor, salaries of the watchman/caretaker, establishment of the association of the flat owners common maintenance for common interest of all the flat owners etc as decided by majority of all the flat owners of the said premises.

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

In the presence of:

Signature of the Seller

Signature of the Buyer(s)

Prepared by:

Advocate

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser(s) the within mentioned sum of Rs. _____ only being the consideration money payable under these presents as per memo below:

<u>SL. No.</u>	<u>Date</u>	<u>Cheque No.</u>	<u>Bank details</u>	<u>Amount</u>
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WITNESSES:

1.

2.

Signature of the Seller/Payee