

SALE DEED

THIS SALE DEED IS EXECUTED ON THIS _____ DAY OF _____,
20 _____,

AMONGST

(1) MR. GOPAL TAMBULI (having PAN – ANJPT1457E, AADHAR NO. – 3321 9776 2670, VOTER ID NO. – DDZ1757418, MOBILE NO. – 8617486158), son of Late Kalipada Tambuli, by Nationality Indian, by Occupation – Business, residing at Vivekananda Nagar, Uttarpara, Babla Gobindapur, Post Office – Gobindapur, Police Station – Santipur, PIN – 741404, District – Nadia, West Bengal, India,

(2) MR. BIKRAM KUNDU (having PAN – EOC PK7015F, AADHAR NO. – 6320 3083 6856, VOTER ID NO. – XZF2718955, MOBILE NO. – 9002411318), son of Mr. Tapas Kundu, by Nationality Indian, by Occupation – Business, residing at J.N. Biswas Lane, Post Office – Krishnanagar, Police Station – Kotowali, PIN – 741101, District – Nadia, West Bengal, India,

(3) MR. SUKDEB HALDER (having PAN – AFPPH3399D, AADHAR NO. – 3879 1575 8723, VOTER ID NO. – DMB2071058, MOBILE NO. – 9775047390), son of Late Biplab Halder, by Nationality Indian, by Occupation – Business, residing at Dharmatala Lane, Malopara, Post Office – Krishnanagar, Police Station – Kotowali, PIN – 741101, District – Nadia, West Bengal, India,

(4) MR. SRIBAS DALAL (having PAN – ARQPD2133C, AADHAR NO. – 2580 7444 9662, VOTER ID NO. – DMB2388056, MOBILE NO. – 9749467735), son of Late Mangal Chandra Dalal, by Nationality Indian, by Occupation – Business, residing at B.K. Modok Lane, Post Office – Krishnanagar, Police Station – Kotowali, PIN – 741101, District – Nadia, West Bengal, India,

(5) MR. SUBHASH HALDER alias SUBHASH HALDAR (having PAN – ACIPH1773P, AADHAR NO. – 4890 2489 5592, VOTER ID NO. – DMB1621366, MOBILE NO. – 9474335173), son of Late Bishwanath Haldar, by Nationality Indian, by Occupation – Business, residing at Khetranath Drakhi Road, Malopara, Post Office – Krishnanagar, Police Station – Kotowali, PIN – 741101, District – Nadia, West Bengal, India,

(6) MR. ARUN KUMAR DEY (having PAN – AXSPD1216C, AADHAR NO. – 4445 0144 0286, VOTER ID NO. – XZF2696953, MOBILE NO. – 7908087941), son of Late Biswanath Dey, by Nationality Indian, by Occupation – Business, residing at M.G. Road, Post Office – Krishnanagar, Police Station – Kotowali, PIN – 741101, District – Nadia, West Bengal, India,

(7) MR. PROKASH DAS (having PAN – AVQPD9475P, AADHAR NO. – 3642 9572 6250, VOTER ID NO. – DMB2354636, MOBILE NO. – 9832700325), son of Mr. Prabir Das, by Nationality Indian, by Occupation – Business, residing at M.G. Road (Momin Park), Post Office – Krishnanagar, Police Station – Kotowali, PIN – 741101, District – Nadia, West Bengal, India,

M/s. VALJE HOMES HOUSING


Partner

(8) MR. BISWAJIT BAGCHI (having PAN – AKRPB7429B, AADHAR NO. – 8810 9543 9255, VOTER ID NO. – WB/11/075/318734, MOBILE NO. – 7908986621), son of Mr. Samar Bagchi, by Nationality Indian, by Occupation – Business, residing at Sadhak Ramprasad Road, Najirpara, Post Office – Krishnanagar, Police Station – Kotowali, PIN – 741101, District – Nadia, West Bengal, India,

(9) MR. TILAK GHOSH (having PAN – AKPPG6977M, AADHAR NO. – 2386 2576 4107, VOTER ID NO. – DMB2086247, MOBILE NO. – 9733672534), son of Mr. Bhadreswar Ghosh, by Nationality Indian, by Occupation – Business, residing at S.K Basu Road, Banasree Para, Post Office – Krishnanagar, Police Station – Kotowali, PIN – 741101, District – Nadia, West Bengal, India, **AND**

(10) MR. SANDIP BAGUI (PAN AJIPB0634L, AADHAR NO. 7096 8012 4492, VOTER ID NO. – GGC2206100, MOBILE NO. 9830640022), son of Late Kartik Bagui, by Nationality Indian, by Occupation – Business, residing at CC 55/D, Narayantala East, Rajarhat - Gopalpur (m), Aswini Nagar, Kolkata – 700159, Post Office – Aswininagar, Police Station - Baguiati, North 24-Parganas, West Bengal, India,

hereinafter jointly called and referred to as the “**OWNERS**” (which expression shall where the context so admit include their respective heirs, successors, successors-in-interest, executors, legal representatives, administrators and assigns) of the **FIRST PART**.

The Owners herein are duly represented by their lawful constituted Attorneys namely, **(1) MR. KAJAL KUMAR MALLICK (PAN – ALVPM1173C, Aadhar No. – 3408 3316 0287, Mobile No. – 9681868699)**, son of Late Nilkamal Mallick, residing at Jyotinagar, Post Office - Gourangonagar, Police Station - Newtown, Kolkata – 700159, West Bengal, India, **(2) MR. SWAPAN KUMAR DAS (PAN - AHOPD3494Q, Aadhar No. – 6314 6745 9814, Mobile No. – 9874310375)**, son of Mr. Amar Chandra Das, residing at Ramkrishna Pally, Post Office -Gourangonagar, Police Station - Newtown, Kolkata-700159, West Bengal, India, **AND (3) MR. RABISANKAR KAYAL (having PAN – ANRPK0502B, Aadhar No. – 9015 3117 1153, Mobile No. – 8918254474)**, son of Mr. Satyaranjan Kayal, by Nationality Indian, by Occupation Business, residing at B.D. Mukherjee Lane, Khoro Para, Krishnanagar – I, Krishnanagar PIN - 741101, Post Office – Krishnanagar, Police Station – Kotowali, District – Nadia, West Bengal, India, being the nominees and as well as the partners of **M/s VALUE HOMES HOUSING (having PAN – ABVFM1835B)** by virtue of a **General Power of Attorney dated 19th day of January, 2023**, which was registered in the office of the Additional District Sub Registrar, Krishnanagar, Nadia and recorded in Book No. - I, Volume No. - 1302-2023, Pages from 29603 to 29635, Being No.130200647, for the year 2023.

AND

M/s VALUE HOMES HOUSING (having PAN – ABVFM1835B), a Partnership Firm incorporated under the Partnership Act, 1932, having its office at C/o, Avijit Sarkar, Patra Bazar, M.M Ghosh Lane, Holding No. – 4/2, Krishnanagar Municipality Ward No. – 23, PIN - 741101, Post Office – Krishnanagar, Police Station – Kotowali, District – Nadia, West Bengal, India and represented by its Partners **(1) MR. KAJAL KUMAR MALLICK (PAN – ALVPM1173C, Aadhar No. – 3408 3316 0287, Mobile No. – 9681868699)**, son of Late Nilkamal Mallick, by Nationality Indian, by

Occupation Business, residing at Jyotinagar, Post Office - Gourangonagar, Police Station - Newtown, Kolkata – 700159, West Bengal, India, **(2) MR. SWAPAN KUMAR DAS (PAN - AHOPD3494Q, Aadhar No. – 6314 6745 9814, Mobile No. – 9874310375)**, son of Mr. Amar Chandra Das, by Nationality Indian, by Occupation Business, residing at Ramkrishna Pally, Post Office -Gourangonagar, Police Station - Newtown, Kolkata-700159, West Bengal, India, **(3) MR. RABISANKAR KAYAL (having PAN – ANRPK0502B, Aadhar No. – 9015 3117 1153, Mobile No. – 8918254474)**, son of Mr. Satyaranjan Kayal, by Nationality Indian, by Occupation Business, residing at B.D. Mukherjee Lane, Khoro Para, Krishnanagar – I, Krishnanagar PIN - 741101, Post Office – Krishnanagar, Police Station – Kotowali, District – Nadia, West Bengal, India, **AND (4) MR. AVIJIT SARKAR (having PAN – AZIPS2409J, Aadhar No. – 5251 2476 3366, Mobile No. – 6296827822)**, son of Mr. Ashim Kumar Sarkar, by Nationality Indian, , by Occupation Business, residing at M.G. Road, Krishnanagar – I, Krishnanagar, PIN - 741101, Post Office – Krishnanagar, Police Station – Kotowali, District – Nadia, West Bengal, India, hereinafter referred to as the “**DEVELOPER/PROMOTER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/ or successors in office/interest) of the **SECOND PART.**

AND

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

[OR]

[If the Allottee/Purchaser is a Partnership]
 _____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee/Purchaser is an Individual]
 Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (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 assignees).

[OR]

[If the Allottee/Purchaser is a HUF]

Mr. _____, (Aadhar no. _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

The Owners, Developer/Promoter and Allottee/Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. By virtue of a **Sale Deed dated 23.09.1955** which was registered in the office of the District Sub Registrar Sadar, Krishnanagar, Nadia and recorded in Book No. – I, Volume No. – 200, Page – 55 to 59, being No. – 19244, for the year 1955, one Ram Chandra Banik, Nishikanta Banik and Nibaran Chandra Banik, all are son of Late Hari Charan Banik jointly purchased and seized possessed and well sufficiently entitled to **ALL THAT** piece and parcel of Viti (Homestead) land totally measuring about **41 Decimal** in Mouza – Krishnanagar, J.L. No. – 92, R.S Khatian No. – 59, comprised in (a) land measuring about **26 Decimal in R.S Dag No. – 24** in Touzi No. – 3858-3861 and (b) land measuring about **15 Decimal in R.S Dag No. – 26/290** in Touzi No. – 917-920, under jurisdiction of Police Station – Kotowali and Krishnanagar Municipality Ward No. – 1 and Krishnanagar Municipality Holding No. – 86, District – Nadia, West Bengal, from one Puspalata Dasi Biswas, wife of Hajarilal Biswas together with all easement and quasi easement rights, free from all encumbrance and liability for a valuable consideration.
- B. Afterward said Ram Chandra Banik, Nishikanta Banik and Nibaran Chandra Banik had applied for the mutation of their names in the record of the concerned BL&LRO in respect of the abovementioned **41 Decimal** land. At the time of mutating their names, it was revealed that in the **Sale Deed dated 23.09.1955** the R.S Dag No. - 24/290 was erroneously written as R.S Dag No. - 26/290 to the inadvertence of the parties concerned. As per the rules of making the Bata-Dag, the Bata-Dag 26/290 is not possible. It is also evident that in the list of Bata-Dag mentioned in the R.S. Mouza Map, that there is no existence of the R.S Dag No. - 26/290 but R.S Dag No. - 24/290 is there. Hence, the concerned BL&LRO authority mutated the name of Ram Chandra Banik, Nishikanta Banik and Nibaran Chandra Banik in their record in respect of (a) land measuring about **26 Decimal in R.S Dag No. – 24** and (b) land measuring about **15 Decimal in R.S Dag No. – 24/290** and they were continuing to pay khajna, all outgoings in respect of the said **41 Decimal** land

regularly. It is to be mentioned that no Deed of Rectification or Deed of Declaration was executed by the parties concerned for that unintentional mistake.

- C. Subsequently, by the renumbering of the land record the **R.S Dag No. 24/290** became **L.R Dag No. 201 AND R.S Dag No. 24** became **L.R Dag No. 202**. And also by the renumbering the Krishnanagar Municipality Ward No. – 1 became Ward No. – 27 and the Krishnanagar Municipality Holding No. – 86 became Holding No. – 53.
- D. By virtue of a **Sale Deed dated 12.12.1997** which was registered in the office of the Additional District Sub Registrar (Sadar), Krishnanagar, Nadia and recorded in Book No. – I, Volume No. – 1302-2022, Page from 262086 to 262108, being No. – 130207264, for the year 1997, one Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar jointly purchased and seized possessed and well sufficiently entitled to said **ALL THAT** piece and parcel of Viti (Homestead) land totally measuring about **41 Decimal** in Mouza – Krishnanagar, J.L. No. – 92, comprised in (a) land measuring about **26 Decimal in L.R Dag No. – 202** (corresponding **R.S Dag No. – 24**) and (b) land measuring about **15 Decimal in L.R Dag No. – 201** (corresponding **R.S Dag No. – 24/290**), under jurisdiction of Police Station – Kotowali and Krishnanagar Municipality Ward No. – 27 and Krishnanagar Municipality Holding No. – 53, District – Nadia, West Bengal, from the respective legal heirs of said Ram Chandra Banik, Nishikanta Banik and Nibaran Chandra Banik together with all easement and quasi easement rights, free from all encumbrance and liability for a valuable consideration.
- E. Said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar mutated their name in the record of the office of the concerned BL&LRO in respect of (a) land measuring about **26 Decimal in L.R Dag No. – 202** (corresponding **R.S Dag No. – 24**) and (b) land measuring about **15 Decimal in L.R Dag No. – 201** (corresponding **R.S Dag No. – 24/290**) and was assigned **L.R Khatian No. – 39519 and L.R Khatian No. – 39520** respectively.
- F. Said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar also mutated their name in the record of the Krishnanagar Municipality in respect of the said **41 Decimal** land and was assigned new Holding No. – 866 and the Ward No. – 24.
- G. Subsequently said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar constructed several **RT Sheds** totally measuring about **8000 Square Feet** on the said 41 Decimal of land.
- H. Thus said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar became lawful joint owner and seized possessed and well sufficiently entitled to **ALL THAT** piece and parcel of **Viti (Homestead)** land totally measuring about **41 Decimal** in **Mouza – Krishnanagar**, J.L. No. – 92, **L.R Khatian No. - 39519 & 39520**, comprised in (a) land measuring about **15 Decimal in L.R Dag No. – 201** (corresponding R.S Dag No. – 24/290) **AND (b)** land measuring about **26 Decimal in L.R Dag No. – 202** (corresponding R.S Dag No. – 24), under jurisdiction of Police Station – Kotowali and under Krishnanagar Municipality Ward No. – 24 and Krishnanagar Municipality Holding No. – 866, District – Nadia, PIN – 741101, West Bengal, together with all easement and quasi

easement rights, along with about **8000 Square Feet RT Sheds** standing thereon free from all encumbrance and liability, hereinafter referred to as the said "**Demised Land**", more fully and particularly mentioned in the **Schedule – A** written below.

- I. Due to widening the adjacent roads about **4.8 Decimal** land in **L.R Dag No. – 202** (corresponding R.S Dag No. – 24) of the about **26 Decimal** out of the said **Demised Land** fell into the said adjacent roads. No compensation was given to said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar by the concerned authorities for that. So said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar were still the joint owners of entirely the said **Demised Land**. Therefore in Physically measurement there is about **36.20 Decimal** land comprises in (a) land measuring about **15 Decimal in L.R Dag No. – 201** (corresponding R.S Dag No. – 24/290) **AND (b)** land measuring about **21.20 Decimal in L.R Dag No. – 202** (corresponding R.S Dag No. – 24)

- J. It is recently eventually revealed by said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar that unintentionally some typographical mistakes were occurred in the **Sale Deed dated 12.12.1997** which are enumerated below:
 - (i) In the Line No. – 6 in the "Schedule of Property" written in Page – 6 of the **Sale Deed dated 12.12.1997**, the "**Dag No. – 26/290**" was erroneously written.
 - (ii) In the Line No. – 6 in the continuing part of the "Schedule of Property" written in Page – 7 of the **Sale Deed dated 12.12.1997**, the "**Dag No. – 26/290 and its in words description**" was erroneously written.
 - (iii) In the heading of the Plan of the **Sale Deed dated 12.12.1997** the "**R.S. PLOT NO 24 (PART) & 24/290 (P)**" was erroneously written.

- K. On a reply to one Right to Information (RTI), the BL&LRO, Krishnanagar - I is pleased to intimate vide Memo No. 1793/RTI/BLLRO(Kri-I/22 dated 29.11.2022 that **R.S Dag No. – 24/290** is renumbered as **L.R Dag No. – 201** and having land area measuring about **15 Decimal AND R.S Dag No. – 24** is renumbered as **L.R Dag No. – 202** and having land area measuring about **26 Decimal**. The R.S Recoded owners of above mentioned two Dags were Bijoy Krishna Banik, Binoy Krishna Banik both are son of said Ram Chandra Banik; Pran Krishna Banik, Jiban Krishna Banik, Debashis Banik all are son of said Nishikanta Banik; and Kamal Krishna Banik, Bimal Krishna Banik both are son of said Nibaran Chandra Banik, who were the vendors of the abovementioned **Sale Deed dated 12.12.1997**.

- L. In consideration of abovementioned bonafide and undeliberated mistakes occurred in the **Sale Deed dated 23.09.1955 and Sale Deed dated 12.12.1997**, said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar have sworn a **Notarised Declaration dated 17.01.2023**, to rectify those undeliberated mistakes and to render the right, title and interest of the said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar good, perfect and sacrosanct in law and equity.

- M. By virtue of a **Sale Deed dated 19.01.2023** which was registered in the office of the Additional District Sub Registrar, Krishnanagar, Nadia and recorded in

Book No. – I, Volume No. – 1302-2023, Pages from 28354 to 28396, Being No. - 130200603, for the year 2023, the Owners herein jointly purchased and seized possessed and well sufficiently entitled to said **Demised Land** along with about **8000 Square Feet RT Sheds** standing thereon in following undivided proportion from said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar together with all easement and quasi easement rights, free from all encumbrance and liability for a valuable consideration.

SL No	Name of the Owners	Said Demised Land Purchased			RT Shed (in Square Feet)
		Dag No. 201 (in Decimal)	Dag No. 202 (in Decimal)	Total (in Decimal)	
1.	Gopal Tambuli	2.5714	4.4571	7.0285	1372
2.	Bikram Kundu	1.2857	2.2286	3.5143	685
3.	Sukdev Halder	1.2857	2.2286	3.5143	685
4.	Sribas Dalal	0.8572	1.4857	2.3429	457
5.	Subhash Halder	0.8572	1.4857	2.3429	457
6.	Arun Kumar Dey	2.5714	4.4571	7.0285	1372
7.	Prokash Das	2.1427	3.7144	5.8571	1143
8.	Biswajit Bagchi	0.8572	1.4857	2.3429	457
9.	Tilak Ghosh	1.7143	2.9714	4.6857	915
10.	Sandip Bagui	0.8572	1.4857	2.3429	457
		15	26	41	8000

- N. Said Owners herein had mutated their names in the record of the concerned BL&LRO office and were allotted **L.R Khatian No. - 59225, 59188, 59192, 59193, 59226, 59228, 59187, 59194, 59195 and 59227** respectively in respect of their respective undivided share in the said **Demised Land** and cleared Khazna respectively upto date.
- O. Said Owners herein had mutated their names in the record of the Krishnanagar Municipality in respect of the said **Demised Land** and was allotted **Assessee ID – KMSWQZPFGE B** and cleared taxes and other outgoings upto date.
- P. A public notice was published in two newspapers and also give on the said **Demised land** physically in inviting the public to raise any claim or objection in respect of the said **Demised Land** or the title of the Owners herein but no claim was registered/made.

BACK GROUND OF PLAN OF DEVELOPMENT AMONGST THE OWNERS OF DEMISED LAND

- Q. The Owners herein are desirous of developing the said **Demised Land**, herein after referred to as the said **“PROJECT LAND”**, more fully and particularly described in the **“Schedule – A”** written below, by constructing several residential-cum-commercial building/buildings consisting of several flats/apartments, shops, commercial spaces, Parking Space s and portions etc. along with common areas and facilities and amenities after demolishing existing structures, hereinafter referred to as the said **“PROJECT”** after demolishing of said **8000 Square Feet RT Sheds** standing on the said **Project Land**.

- R. The Owners herein due to their incapacity of technical knowledge and paucity of funds and time have decided to develop the said **Project Land** with a suitable developer who has got the adequate experiences and also all capability and/ or means to undertake development of such **Project**.

BACK GROUND OF THE JOINT VENTURE DEVELOPMENT AGREEMENT

- S. The Owners herein of the **Project Land** and the Developer/Promoter herein had a detailed discussion about the prospects of the said **Project** and they have agreed to work on a “Principal-to-Principal” basis for mutual benefit and have decided on the roles and responsibilities in respect of development of the said **Project Land** and implementation of the said **Project** thereon.
- T. The Owners herein executed a **Joint Venture Development Agreement dated 19th day of January, 2023**, duly registered in the office of the Additional District Sub Registrar, Krishnanagar, Nadia and recorded in Book No. – I, Volume No. – 1302-2023, Pages from 28768 to 28818, Being No. - 130200620. for the year 2023 in favour of the Developer/Promoter in respect of their share in the said **Project Land** for development of the said **Project Land** and implementation of the said **Project** thereon subject to the terms and conditions mentioned therein.
- U. To give effect to said **Joint Venture Development Agreement dated 19th day of January, 2023** and to facilitate the said development work along with all related and incidental work in the said the **Project Land**, the Owners herein executed a **General Power of Attorney dated 19th day of January, 2023**, which was registered in the office of the Additional District Sub Registrar, Krishnanagar, Nadia and recorded in Book No. - I, Volume No. - 1302-2023, Pages from 29603 to 29635, Being No.130200647, for the year 2023, in favour of nominees the Developer/Promoter herein to authorize and enable the Developer/Promoter herein to do and caused to be done all and every deeds and things for the purpose of giving effect to the said Registered **Joint Venture Development Agreement dated 19th day of January, 2023**, along with the right to execute and register Agreement for Sale, Deed of Sale, all other Deed of Transfer, agreements etc and to receive all booking/earnest money, total considerations money and other money in respect of Developer’s Allocation in the said **Project** and any part thereof together with the right to handing over the khas physical possession of the sold flats/apartments, shops, commercial spaces, Parking Space s and portions to the intending purchasers.
- V. Afterward the Developer/Promoter herein obtained all required consents, approvals, sanctions, clearance, NOCs and permissions, etc. in respect of the said **Project** and also obtained **Building Sanctioned Plan vide No. dated** approved by the Krishnanagar Municipality. The Developer/Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the **Real Estate (Regulation and Development) Act, 2016** (hereinafter the “**ACT**”) and other laws as applicable.
- W. The said **Project** is named as “**CANVAS**”.

- X. Upon executing a **Supplementary Agreement dated**the Owners herein and the Developer/Promoter herein have duly demarcated their respective allocation in the said **Project** in the light of said **Joint Venture Development Agreement dated 19th day of January, 2023**.
- Y. The Krishnanagar Municipality has granted the commencement certificate to develop the **Project** vide approval dated bearing no. _____;
- Z. The Developer/Promoter herein has registered the said **Project** under the provisions of the said Act with the Real Estate Regulatory Authority at _____ no. _____; on _____ under registration no. _____
- AA. The Developer/Promoter herein is constructing the said **Project** in accordance with the said **Building Sanctioned Plan** as per the specification mentioned in the said abovementioned two registered **Joint Venture Development Agreement dated 19th day of January, 2023** at their cost and expenses.
- BB. The Developer/Promoter herein is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer/Promoter regarding the said **Project Land** on which the said **Project** is to be constructed have been completed.
- CC. The Allottee/Purchaser herein had applied for an **Apartment & Parking Space** in the said **Project** vide Application no. _____ dated _____ and has been allotted the following out of the **Developer's Allocation**:

Apartment:

- (i) **Apartment No. -**
(ii) **Block No. -**
(iii) **Building No. -**
(iv) **Carpet Area of the Apartment – aboutSquare Feet**
(v) **Type of Apartment –.....BHK**
(vi) **Floor –**

hereinafter referred to as the said "**Apartment**"

Parking Space :

- (i) **Covered Parking Space No. -**
(ii) **Area of Parking Space – aboutSquare Feet**
(iii) **Floor -**

hereinafter referred to as the said "**Parking Space**"

as permissible under the applicable law and of pro rata share in the common areas (hereinafter the "**Common Areas**") as defined under Clause (n) of Section 2 of the Act, hereinafter jointly referred to as the said "**Unit**", more

fully and particularly described in **Schedule – B** written hereunder and the Floor Plan of the Unit are annexed hereto and marked as **Annexure** written hereunder and delineated in **RED border**.

- DD. By virtue of an (unregistered) **Agreement for Sale datedday of,,** the Allottee/Purchaser herein agreed to purchase said Unit in the said **Project out of the Developer's Allocation**, TOGETHER WITH undivided proportionate share land in said **Project Land** described in the **Schedule "A"** written below, ALONG WITH right to common uses of the common parts, areas, portions, facilities and amenities in the said **Project**, described in the **Schedule "C"** written below, TOGETHERWITH proportional common expenses and obligations of the said **Project**, described in the **Schedule "D"** written below ALLONGWITH easement and quasi-easement described in **Schedule – E** written below and the Owners and the Developer/Promoter agreed to sell the said Unit, at a total consideration money of **Rs./- (Rupees)** **Only Inclusive of the GST**, herein after referred to as the "**Total Price**", breakup of the said **Total Price** is mentioned in the **Schedule – F** written below.
- EE. The Owners herein and the Developer/Promoter herein represents and assures the Allottee/Purchaser herein as follows:-

- (i) That the Owners are the absolute owners of the said **Project Land**;
- (ii) That the Developer/Promoter is the sole and absolute owner of the said Unit;
- (iii) That there is no suit or proceeding pending in the matter of the title of the **Project Land** of the Owners and the tile of the Developer/Promoter in respect of the said Unit e or any part thereof or otherwise;
- (iv) That the said **Project Land** and the said Unit are free from all encumbrances charges, trustees, liens, lispensens, attachments and liabilities whatsoever.
- (v) The Owners have the indefeasible title over the said **Project Land** and the Developer/Promoter has the indefeasible title over the said Unit;
- (vi) Save and except the Allottee/Purchaser, the Developer/Promoter has not sold, transferred, conveyed and/or executed any Agreement for Sale in respect of the said Unit in favour of the third party;
- (vii) There is no legal bar or impediment restraining the Developer/Promoter from selling, transferring and/or dealing with disposing of the said Unit in any manner whatsoever;
- (viii) That no notice or order of acquisition or requisition of or alignment on the said Unit and/or **Project Land** or any part thereof has been received or served upon the Owners and/or Developer/Promoter or Owners and/or Developer/Promoter have any knowledge or are aware of any such notice or order of acquisition or requisition of alignment on the said Unit and/or **Project Land** or any part thereof;
- (ix) The said Unit is free from all encumbrances, charges, liens, lispensens, attachments, mortgage, power of attorney, trusts

whatsoever or howsoever. The Developer/Promoter has good, clear and marketable title in respect of the said Unit;

- (x) That the said Unit is in the "Khas" possession of the Developer/Promoter and no other person or entity whatsoever or howsoever has claimed or could claim or has any right of possession or occupation ever in "Khas" possession.

FF. The Allottee/Purchaser herein represents and assures the Owners herein and the Developer/Promoter herein as follows:

- (i) That the Allottee/Purchaser has inspected the relevant deeds, documents in connection with the title and authority of the Owners and the Developer/Promoter in respect of the said **Project Land** and the said Unit and thoroughly gone through the all deeds, documents, Project Sanction Plans etc. and made necessary searches in the offices of the concerned authorities and got satisfied with the same.
- (ii) That the Allottee/Purchaser is fully satisfied with the title and authority of the Owners and the Developer/Promoter in respect of the said **Project Land, Project** and the said Unit and have agreed not to raise any objection or dispute whatsoever or howsoever over and in respect thereof.
- (iii) That the Allottee/Purchaser is fully satisfied with the workmanship and quality of construction of the said Unit and the **Project Building/s**, the structural stability of the said **Project Building/s** and the various areas installations and facilities in or for the said **Project Building/s** for the common use and enjoyment.
- (iv) That the Allottee/Purchaser is fully satisfied with the total area comprised in the said Unit and the fittings and fixtures provided therein.
- (v) That the Allottee/Purchaser is fully satisfied with the facts hereinbefore recited and thoroughly verified the same.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. The expressions "Owners", "Promoter/Developer", "Allottee/Purchaser", "its" or such other expressions as appear herein shall be deemed to include the masculine, feminine or plural thereof where the context so admits.
2. In pursuance to the said **Agreement for Sale dated day of**, the Purchaser has paid to the Promoter a sum of **Rs./-** (**Rupees**) **Only** being the part payment or advance of the said **Total Price** of **Rs./-** (**Rupees**) **only** of the said Unit, whereof the Promoter do hereby admit and acknowledge the same.
3. On or before the execution of this presents, the Purchaser paid the balance of the **Total Price** amounting to **Rs./-** (**Rupees**

-) **only** to the Promoter, the receipt of whereof the Promoter do hereby admit and acknowledge.
4. The Promoter, being the lawful absolute owner and absolutely seized, possessed of and/or otherwise well sufficiently entitled to the said Unit out of the **Developer's Allocation**, the Owners and the Promoter do hereby sell, grant, convey, transfer, assign and assure the said Unit, described in the **Schedule "B"** written below, TOGETHER WITH undivided proportionate share land in said **Project Land** described in the **Schedule "A"** written below, ALONG WITH right to common uses of the common areas, facilities and amenities with the other Co-Owners in the said **Project** as described in the **Schedule "C"** written below, TOGETHERWITH obligation to bear proportional common expenses and obligations of the said **Project** with the other Co-owners as described in the **Schedule "D"** written below AND ALLONG WITH easement and quasi-easement and other stipulations and provisions in connection with the beneficial use and enjoyment of said Unit as described in **Schedule – E** written below, to the Purchaser free from all encumbrances and liabilities along with all the estate, right, title, interest, use, inheritance, possession benefit, claim and demand whatsoever of the Owners and the Promoter have in the said Unit forever absolutely and to be held as heritable and transferable immovable property of the Purchaser.
 5. TO HAVE AND TO HOLD the said Unit and every part thereof unto and to the use of the Purchaser absolutely and forever SUBJECT TO the Purchaser's covenants and agreements hereunder contained 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 **Project** premises and in particular the Common Areas Installations and Facilities proportionately.
 6. The Purchaser shall at all times hereafter peaceably and quietly enter upon hold, occupy, possess and enjoy exclusively the said Unit and receive rents, issues, profit, income thereof without any suit, lawful eviction interruption hindrance, disturbance and claim and demand from by the Owners and the Promoter or any person or persons having the lawfully or equitably claiming any estate, right, title or interest whatsoever or howsoever in the said Unit from under or in trust for the Owners and the Promoter and free and freely clear and clearly and absolutely acquitted, exonerated and forever discharge or otherwise or otherwise by the Owners and the Promoter well and sufficiently saved, kept harmless, defended and indemnified of, from and against all charges, lispendant and encumbrances whatsoever made done executed or knowingly suffered by the Owners and the Promoter.
 7. The Purchaser shall also be entitled to sell, mortgage, lease, or otherwise alienated the said Unit hereby conveyed.
 8. That the Promoter hereby hands over all photocopied Deed, Documents, Agreements, Plans, etc. in respect of title of the said Unit to the Purchaser.
 9. That the Promoter hereby does hand over the vacant and *khas* possession of the said Unit physically in favor of the Purchaser and the Purchaser accepts

the same with full satisfaction in all respect and shall not raise any objection in future regarding any matter whatsoever.

10. **THE OWNERS AND THE PROMOTER HEREBY COVENANT WITH THE PURCHASER as follows:-**

- (i) The interest which the Owners and the Promoter do hereby profess to transfer subsists and that the Owners and the Promoter have 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 wholly and the said **Project** premises and in particular the Common Areas, installations, facilities and amenities 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 without any interruption disturbance claim or demand whatsoever from or by the Owners and the Promoter or any person or persons claiming through under or in trust for the Owners and the Promoter.
- (iii) The Owners and the Promoter shall from time to time and at all times hereafter upon every 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.
- (iv) The Owners and the Promoter unless prevented by fire or some other irresistible force or accident shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to his attorneys or agents before or at any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds In connection with the said **Project Land** and the **Project** and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

11. **THE PURCHASER DOTH HEREBY COVENANT WITH THE OWNERS AND THE PROMOTER as follows:**

- A) The Purchaser so as to bind himself to the Owners and the Promoter and the other Co- owners and so that this covenant shall be for the benefit of the said **Project** and other units therein and every part thereof hereby covenants with the Owners and the Promoter 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 **Agreement for Sale dated.....**

- B) The Purchaser shall not be entitled to raise any dispute against or claim any amount from the Promoter or any of them 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 **Project** Building Provided That in case any purported defect in the construction of the said **Apartment & Parking Space** or in the materials used therein is noticed by the Purchaser within **05 (Five) years** from the date hereof or the date of delivery of possession of the said Unit to the Purchaser, whichever be earlier, the Purchaser shall immediately bring the same to the notice of the Promoter and unless the purported defect has arisen due to any act or omission on the part of the Purchaser or his agents, the Promoter shall wherever possible, rectify the purported defect without charge to the Purchaser.
- C) As a matter of necessity, the Purchaser, in using and enjoying the said Unit and the Common Areas, Installations, facilities and amenities etc. binds himself and covenants to observe fulfill and perform the rules regulations obligations covenants and restrictions as may be made applicable by the Promoter and subsequently the Apartment Owners' Association from time to time for the quiet and peaceful use enjoyment and management of the Common Areas, Installations, facilities and amenities etc. and other common purposes and in particular those mentioned herein and in the **Agreement for Sale dated.....**
- D) The Purchaser shall regularly and punctually pay the Maintenance Charges as decided by the Promoter and subsequently by the Apartment Owners' Association, with effect from the Date of Possession Letter, the amounts charges expenses taxes and outgoings including, inter alia, the following:
- (i) Municipal rates and taxes, drainage tax, tube-well tax, water tax (if any) assessed on or in respect of the said Unit directly to The Krishnanagar Municipality Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay and/or deposit the proportionate share of rates and taxes of the said New **Project** Building(s) and/or the **Project** Premises in the Suspense Account of the the Promoter and subsequently the Apartment Owners' Association;
 - (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 and/or the New **Project** Building(s) and/or the **Project** Premises and whether demanded from or payable by the Purchaser or the Owners and Promoter 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 and/or the New **Project** Buildings and/or the **Project** 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, the Promoter and subsequently the Apartment Owners' Association shall (subject to availability) provide a reasonable quantum of power in the said Unit from their own existing sources and the Purchaser shall pay electricity charges to the Promoter and subsequently the Apartment Owners' Association, as the case may be, based on the reading shown in the sub-meter provided for the said Unit at the rate at which the Promoter and subsequently the Apartment Owners' Association, as the case may be, shall be liable to pay the same to concerned Electricity Authority;
- (iv) Charges for enjoying of the DG Power at the time of power-cut, subject to availability, provided to the Purchaser in the said Unit by the Promoter and subsequently the Apartment Owners' Association, as the case may be, from the common Generator and the same shall be chargeable as per the consumption at the rate to be decided by the Promoter and subsequently the Apartment Owners' Association, as the case may be, and payable to the Promoter and subsequently the Apartment Owners' Association, as the case may be, along with maintenance charges and the Purchaser shall bear the proportionate cost of the DG Power use in the common areas, facilities and amenities of the **Project**;
- (v) Proportionate share of all Common Expenses (including those mentioned in the **Schedule - D** hereunder written) payable to the Promoter as a rate determined by the Promoter and subsequently to the Apartment Owners' Association as determined by the Association, as the case may be, from time to time. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter and subsequently the Apartment Owners' Association, as the case may be, 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 maintenance charges, rates taxes cess duties impositions and/or outgoings proportionately or wholly as the case may be.

D.1) 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 (seven) days of the demand being made by the Promoter and subsequently the Apartment Owners' Association, as the case may be. 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 **Apartment** or in the

letter box in the Ground Floor of the Building/s earmarked for the said **Apartment**.

D.2) While calculating the area corresponding to the Purchasers' proportionate undivided area in the Common Areas and Installations under clause D.1 hereinabove, the Promoter and subsequently the Apartment Owners' Association, as the case may be, is expressly agreed that the Certificate of the Architect as regards proportional the Common Areas, Installations, facilities and amenities etc. of the said Unit, shall be final and binding upon the parties hereto.

- E) The provisions terms conditions and covenants pertaining to defaults in payments or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Purchaser as aforesaid, as also pertaining to Purchaser's right of user and enjoyment of the said Unit and the Common Areas, Installations, facilities and amenities etc. shall be fixed by the Promoter and subsequently the Apartment Owners' Association and binding upon the parties herein. Other provisions relating to Common Areas, Installations, facilities and amenities etc. shall be the same as mentioned herein and in the **Agreement for Sale dated**, whereby the Purchaser had agreed to purchase the said Unit (save to the extent modified by these presents) and all of which shall apply mutatis mutandis, and the same are not being repeated herein and the Purchaser shall be bound to observe fulfill and comply with the same and shall also be liable for consequences for non-compliance or non-fulfillment in the same manner as therein contained.
- F) The Purchaser shall within 6 (six) months from the date hereof apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of The Krishnanagar Municipality and the Promoter shall fully co-operate with the Purchaser,
- G) Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the Promoter and the Purchaser as follows:
- (i) The Promoter shall have the right to grant any person the exclusive right to park cars 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 inside the **Project** and also the covered spaces in the ground floor and the Basement (if any) (including parking spaces but not the one expressly provided for to the Purchaser under these presents) in such manner as the Promoter shall think fit and proper.
 - (ii) The proportionate share of the Purchaser in various matters referred herein shall be such as be determined by the Promoter and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
 - (iii) Save the said Unit the Purchaser shall not have nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces in the said **Project** and

the Promoter and the Owners (in case of Owner's Allocation) 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 Promoter and the Owners (in case of Owner's Allocation) in their absolute discretion shall think fit and proper and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or oppose 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 Promoter and the Owners (in case of Owner's Allocation).

- H) The said Unit 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 Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Purchasers shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- I) The Purchaser shall not claim division or partition of the said **Project Land** and/or the said **Project** thereon, and common areas, installations, facilities and amenities within the same.
- J) If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said premises and/or the said **Project** as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Purchaser partly or wholly as the case may be within 7 (seven) days of a demand being made by the **Promoter** without raising any objection thereto.
- K) The said **Project**, wherein the said Unit is situated, shall bear the name "**CANVAS**" unless changed by the Promoter.
- L) 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 notice deemed to have been served aforesaid.
- M) The Purchaser shall have the right protect the said Unit without causing any structural alteration thereof.
- N) The Purchaser shall use the said the **Apartment** only for Residential purpose not any other purpose and the **Parking Space** for the parking purpose only not any other purpose.

- O) The Purchaser shall abide by all terms and conditions, covenants mentioned herein and the **Agreement for Sale** dated.....

SCHEDULE - A
(SAID DEMAISED LAND/PROJECT LAND ABOVE REFERRED TO)

ALL THAT piece and parcel of **Viti (Homestead)** land totally measuring about **41 Decimal** in **Mouza – Krishnanagar**, J.L. No. – 92, **L.R Khatian No. - 59225, 59188, 59192, 59193, 59226, 59228, 59187, 59194, 59195 and 59227** respectively, comprised in **(a)** land measuring about **15 Decimal in L.R Dag No. – 201** (corresponding R.S Dag No. – 24/290) **AND (b)** land measuring about **26 Decimal in L.R Dag No. – 202** (corresponding R.S Dag No. – 24), under jurisdiction of Police Station – Kotowali and under Krishnanagar Municipality Ward No. – 24 and Krishnanagar Municipality Holding No. – 866, and **Assessee ID – KMSWQZPFGE** on M.G Road, District – Nadia, PIN – 741101, West Bengal, together with all easement and quasi easement rights, along with about **8000 Square Feet RT Sheds** standing thereon free from all encumbrance and liability, more particularly shown in RED border in the annexed Plan and butted and bounded by as follows:

On the North : Bye Road
On the South : 33 Feet Wide M.G Road
On the East : Plot of Mr. Suvo Tarafdar
On the West : 40 Feet Wide M.G Road

SCHEDULE – B
(SAID UNIT ABOVE REFERRED TO)

APARTMENT

ALL THAT one under construction self-contained Residential Apartment being No.....measuring about **Carpet Area**, being the Apartment name, **CANVAS**, situated on the **Floor** of the said **Project out of the Developer’s Allocation** in the **Project** known as “**CANVAS**” Together with undivided proportionate share of the land underneath the building described in the **Schedule “A”**, along with right to common uses of the common area, amenities and facilities in the said **Project**, delineated with “Red” border in the Floor Plan marked as **Annexure – A**.

PARKING SPACE

ALL THAT one under construction Parking Space being No. -....., measuring about **Square Feet**, situated on the **Ground Floor** of the said **Project out of the Developer’s Allocation** in the **Project** known as “**CANVAS**” Together with undivided proportionate share of the land underneath the building described in the **Schedule “A”**, along with right to common uses of the common area, amenities and facilities in the said **Project**, delineated with “Red” border in the Floor Plan marked as **Annexure – B**.

SCHEDULE – C

(COMMON AREAS, AMENITIES & FACILITIES ABOVE REFERRED TO)

A. COMMON AREAS:

- (i) the entire land for the real estate **Project** or where the **Project** is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
- (ii) All staircases of the **Project** along with their full and half landings with stair covers on the ultimate roof, lifts, staircase and lift lobbies;
- (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
- (iv) Common entrance and exit gates of the said **Project**;
- (v) Paths, passages and driveways in the said **Project** other than those reserved for exclusive use of any Co-owner;
- (vi) Decorated drop-off in the ground floor entrance of the blocks;
- (vii) Exclusive Entrance Lobby in the Ground Floor of each Block;
- (viii) Exclusive lounge in the Ground floor;
- (ix) Reserved space in the open compound of the said **Project** for parking of two motor cars for visitors to the Apartment/Shop/Commercial Space holders;
- (x) Ultimate roof of the building with decorations and beautification;
- (xi) Residents' Club with well-equipped Gymnasium;
- (xii) Swimming pool, office with toilet facility;
- (xiii) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s;
- (xiv) Demarcated space for Diesel Generator set of sufficient capacity.
- (xv) Effective Fire fighting system with fire escapes and Fire pump Rooms;
- (xvi) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes there from connecting to different apartments/shops/commercial spaces;
- (xvii) Underground and Over head water reservoir;
- (xviii) Water waste and sewerage evacuation pipes from the apartments/shops/commercial spaces to drains and sewers, common to the **Project** and from there to the municipal drain;
- (xix) Balancing Tank and Filtration plant in the ground floor for the swimming pool;
- (xx) Electrical rooms in the ground floor;
- (xxi) DG panel room in the ground floor;
- (xxii) Security control Room for darwan / security guards in the ground floor of each block;
- (xxiii) Drivers seating benches in the car parking area;
- (xxiv) Common toilets in the Ground Floor;
- (xxv) Iron removal plant;
- (xxvi) Space earmarked for Electrical transformer with transformer installed thereat of requisite rating to cater to need of electrical power in the premise to the extent of quantum mentioned herein;
- (xxvii) Boundary walls.
- (xxviii) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;

- (xxix) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (xxx) all community and commercial facilities as provided in the real estate **Project**;
- (xxxii) all other portion of the **Project** necessary or convenient for its maintenance, safety, etc., and in common use;
- (xxxiii) Water, Drainage and Plumbing: (a) UGR/OHT (b) All pipes and fittings for water supply (save those inside any Apartment,) (c) Water Treatment Plant (d) all the pipes and fittings provided for sewage and drainage line including connection to the Krishnanagar Municipality main drain;
- (xxxiiii) Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Pump and Motor, (c) Lift with all its installations.

B. FACILITIES AND AMINITIES:

- a. Diesel Generator Set with its installations
- b. CCTV
- c. AC Community Hall
- d. AC Multi Gym
- e. Fire Fighting
- f. Iron Removal Plant
- g. Roof Top Swimming Pool
- h. Roof Top Garden

Others: Other common area and installations and/or equipment as may be provided in the **Project**, which are not included in the aforesaid schedule, for common use and enjoyment.

*** Disclaimer- all amenities are indicative and subject to changes

SCHEDULE – D
(COMMON EXPENSES ABOVE REFERRED TO)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters, water pipes for all purposes, drains, electric cables and wires in under or upon the Said Building/s and enjoyed or used by the co-owners in common with each other, main entrance and exit gates, landings and staircases of the said Building/s and enjoyed by the co-owners in common as aforesaid and the boundary walls of the said **Project**, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said **Project** so enjoyed or used by the co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (Including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well etc., as applicable) and also the costs of repairing, renovating and replacing the

same and also including the costs/charges incurred/to be incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.

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, other emoluments, benefits etc.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the said **Project** (save those assessed separately in respect of any apartment/flat, shop room, commercial space, Parking Space etc.).
5. **INSURANCE:** Insurance premium, If incurred for insurance of the said Building/s/**Project** 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 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 presently Promoter and subsequently Apartment Owners' Association for the common purposes.

SCHEDULE – E **(EASEMENTS)**

1. The Allottee 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 Owners, Promoter and the other Co-owners and the Apartment Owners' Association the rights easements quasi easements privileges and appurtenances hereinafter morefully and particularly set forth below.
2. The right of access and way in common with the Owners, Promoter and/or other occupiers of the said **Project** 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 Allottee 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 Owners, Promoter and the other Co-owners and the Apartment Owners' Association entitled to such way as aforesaid.

4. The right of protection of the said Unit by and from all parts of the **Project** 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 Allottee with or without workmen and necessary materials to enter from time to time upon the other parts of the **Project** 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 Owners, Promoter and/or Apartment Owners' Association and/or the co-owner affected thereby.

The undermentioned rights easements quasi easements and privileges appertaining to the premises shall be excepted and reserved for the Owners, Promoter and other Co-owners and/or occupiers of the other part or parts of the **Project**:

1. The right of access and way in common with the Allottee and/or other person or persons entitled to the other part or parts of the **Project** 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 Allottee 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 **Project** through pipes drains wires conduits lying or being in under through or over the said Unit and all other parts of the **Project** as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the **Project**.
3. The right of protection of other part or parts of the **Project** 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 **Project**.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as

aforesaid provided always that except in emergent situation the Owners, Promoter and Apartment Owners' Association and the occupiers of other part or parts of the **Project** shall give to the Allottee a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

SCHEDULE – F
(TOTAL PRICE ABOVE REFERRED TO)

PARTICULARS	PRICE (IN INR)
PART – I : Consideration	
Apartment Price	
Parking Space Price	
TOTAL (A)	
PART – II : Other Charges and Deposits	
TOTAL (B)	
PART – III : TAXES	
GST on Apartment Price	
GST on Parking Space Price	
GST on Other Charges and Deposits	
TOTAL (C)	
GRAND TOTAL (A + B + C)	
In Word: Rupees only	

MEMO OF CONSIDERATION

WE, the Developer herein, received from the **Purchaser** herein, a sum of **Rs./- (Rupees)** only towards the above mentioned **Total Price** of the said Unit consisting of said **Apartment and Parking Space Exclusive of the GST PLUS Charges & Deposits of Facilities and Amenities Exclusive of the GST PLUS Applicable GST** as per these presents in following manner:

Date	Cheque/ D.D. No.	Drawn on the Purchaser A/C	Amount (in INR)
TOTAL			RS..... /-

SIGNED, SEALED & DELIVERED

IN THE PRESENCE OF :

1.

**SIGNATURE OF
THE DEVELOPER/PROMOTER HEREIN**

2.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET AND
SUBSCRIBE THEIR RESPECTIVE HANDS AND SEAL ON THE DAY MONTH
AND YEAR FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED
IN KOLKATA IN PRESENCE OF :

1.

SIGNATURE OF
.....
LAWFUL CONSTITUTED ATTORNEY
OF THE OWNERS HEREIN

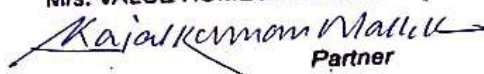
2.

SIGNATURE OF
THE DEVELOPER/PROMOTER
HEREIN

SIGNATURE OF
THE ALLOTTEE/PURCHASER
HEREIN

Drafted and Prepared in my office:

Subhabrata Das
Advocate
High Court at Calcutta
Enrolment No. WB/1114/2001

M/s. VALUE HOMES HOUSING

Partner