

DEED OF SALE

THIS DEED OF SALE is made on this day of , 2023 (TWO THOUSAND AND TWENTY THREE).

BETWEEN

1. SRI SANJIB MUKHERJEE (PAN - AGLPM7420K) (AADHAAR NO. 8859 0951 9606), son of Late Sachindra Nath Mukhopadhyay, by Occupation - Service, residing at V-28, Vivekananda Sarani, (commonly known as 130, Vivekananda Park), P.S. Bansdroni, Kolkata - 700084, in the District South 24 Parganas, **2. SMT. AMITA MUKHERJEE (PAN - CBSPM7443J), (AADHAAR NO. 9330 0631 9596)**, wife of Late Samaresh Chandra Mukherjee, by Occupation - Housewife, residing at V-28, Vivekananda Sarani, (commonly known as 130, Vivekananda Park), P.S. Bansdroni, Kolkata - 700084, in the District South 24 Parganas, **3. SMT. SUBHRA CHAKRABORTY (PAN - AXMPC6371R) (AADHAAR NO. 6749 9644 8861)**, wife of Sri

Sukanta Chakraborty, daughter of Late Samaresh Chandra Mukherjee, by Occupation - Housewife, residing at 130/1, Vivekananda Sarani, (commonly known as 130, Vivekananda Park), P.S. Bansdrani, Kolkata - 700084, in the District South 24 Parganas, **4. SRI SUBRATA MUKHERJEE (PAN - CDUPM6715M) (AADHAAR NO. 3058 9074 3525)**, son of Late Samaresh Chandra Mukherjee, by Occupation - Business, residing at V-28, Vivekananda Sarani, (commonly known as 130, Vivekananda Park), P.S. Bansdrani, Kolkata - 700084, in the District South 24 Parganas, **5. SMT BINA PUROHIT (PAN - BNVPP8940H) (OCI No. A096658)**, wife of Sri Subrata Purohit, daughter of Late Sachindranath Mukherjee, by Occupation - Housewife, presently residing at 52, Beven Crescent, Ajax, Ontario L1T4P3, Canada and permanently residing at Flat No. 506, Vistas Tower 9, Uniworld City, New Town Action Area - III, P.O. & Police Station - New Town, Kolkata - 700156, **6. SMT. RINA BANERJEE (PAN - BHJPB3377G) (AADHAAR NO. 2298 7989 6818)**, wife of Sanjoy Kumar Banerjee, daughter of Late Sachindranath Mukherjee, by Occupation - Housewife, residing at 50F, Kshetramohan Naskar Road, P.O. & Police Station - Regent Park, Kolkata - 700040, in the District South 24 Parganas and **7. SMT. MANIKA MUKHERJEE (PAN - BVXPM3884M) (AADHAAR NO. 5816 3328 7550)**, wife of Late Sachindra Nath Mukhopadhyay, by Occupation - Housewife, residing at V-28, Vivekananda Sarani, (commonly known as 130, Vivekananda Park), P.S. Bansdrani, Kolkata - Kolkata - 700084, in the District South 24 Parganas, hereinafter called and referred to as the **“LAND OWNERS”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

The **LANDOWNERS** are herein being represented by their constituted power of attorney holder namely **SRI. DEBASISH BHATTACHARJEE (PAN ADYPB2784R) (AADHAAR NO. 8624 4051 0636)**, son of Late Kshitish Chandra Bhattacharjee of N-12, Bose Para, Kamdahari, Post Office - Garia, Police Station - Bansdrani, Kolkata – 700084, District South 24 Parganas, sole proprietor of **M/S. BHATTACHARJEE CONSTRUCTION**, a Proprietorship Firm, having its registered office at N-12, Bose Para, Kamdahari, Post Office - Garia, Police Station - Bansdrani, Kolkata – 700084, District South 24 Parganas, **by virtue of a registered Development Power which was duly registered in the Office of the D. S. R.- IV, South 24 Parganas on 25th day of March, 2022 and recorded in Book No. I, Volume No. 1604-2022, Pages from 182719 to 182750, Being No. 160405452 for the year 2022.**

AND

MR. DEBASISH BHATTACHARJEE (PAN ADYPB2784R), son of Late Kshitish Chandra Bhattacharjee of N-12, Bose Para, Kamdahari, Post Office - Garia, Police Station - Bansdrani, Kolkata – 700084, District South 24 Parganas, sole proprietor of **M/S. BHATTACHARJEE CONSTRUCTION**, a Proprietorship Firm, having its registered office at N-12, Bose Para, Kamdahari, Post Office - Garia, Police Station - Bansdrani, Kolkata – 700084, District South 24 Parganas, hereinafter referred to as the **“DEVELOPER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **SECOND PART**

AND

1. _____ (PAN – _____) (AADHAAR NO. _____), son/daughter/wife of _____, by faith _____, by occupation - _____, by Nationality – Indian and 2. _____ (PAN- _____) (AADHAAR NO. _____), son/daughter/wife of _____, by faith _____, by occupation - _____, by Nationality – Indian, both are residing at _____, District _____, hereinafter referred to as the **“PURCHASERS”** (Which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, legal representatives, executors, administrators and assigns) of the **THIRD PART**.

WHEREAS One Smt. Kamal Moni Devi, Smt. Bijali Lata Devi, Sri Manindra Lal Mukherjee, Sri Santi Lal Mukherjee, and Smt. Renuka Chatterjee jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring more or less an area of 7 Cottahs 00 Chittak 00 Sq.ft., lying and situated at Mouza - Kamdahari, J.L. No. 49, R.S. No. 200, District Collectorate Touzi No. 14, comprised in R.S. Khatian No. 788, appertaining to R.S. Dag No. 220/327, under Police Station - Regent Park now Bansdroni, within the limits of Ward No. 111 of the Kolkata Municipal Corporation, in the District South 24 Parganas.

WHEREAS The said Smt. Kamal Moni Devi, Smt. Bijali Lata Devi, Sri Manindra Lal Mukherjee, Sri Santi Lal Mukherjee, and Smt. Renuka Chatterjee while jointly seized and possessed of the said landed property sold, transferred, conveyed, assigned and assured **ALL THAT** piece and parcel of land measuring more or less an area of 7 Cottahs 00 Chittak 00 Sq.ft., lying and situated at Mouza - Kamdahari, J.L. No. 49, R.S. No. 200, District Collectorate Touzi No. 14, comprised in R.S. Khatian No. 788, appertaining to R.S. Dag No. 220/327, under Police Station - Regent Park now Bansdroni, within the limits of Ward No. 111 of the Kolkata Municipal Corporation, in the District South 24 Parganas, unto and in favour of 1. Sachindra Nath Mukhopadhyay, since deceased 2. Samaresh Chandra Mukhopadhyay, since deceased, both sons of Late Kiran Chandra Mukhopadhyay, by virtue of a registered Bengali Deed of Sale, duly registered in the office of District Registrar at Alipore, recorded in Book No.1, Volume No. 63, Pages from 249 to 253, Being No. 2466, for the year 1974 at the valuable consideration, mentioned therein.

WHEREAS By virtue of a registered Bengali Deed of Gift, executed on 10.09.1974 and registered on 11.09.1974, in the office of Sub-Registrar of Alipore at Alipore, District South 24 Parganas, recorded in Book No.I, Volume No. 115, Pages from 148 to 157, Being No. 3840, for the year 1974, One Kiran Chandra Mukhopadhyay, son of Late Rasik Lal Mukhopadhyay of Kamdahari, P.S. Jadavpur, District South 24 Parganas, therein referred to as the Donor of One Part and 1. Sachindra Nath Mukhopadhyay, since deceased 2. Samaresh Chandra Mukhopadhyay, since deceased, both sons of Late Kiran Chandra Mukhopadhyay both of Kamdahari, P.S. Jadavpur, District South 24 Parganas, therein referred to as the Donees of Other Part whereby and whereunder the Donor therein in consideration for love and affection gifted, transferred and conveyed of **ALL THAT** piece and parcel of land measuring more or less an area of 13 Cottahs 05 Chittak 15 Sq.ft. corresponding to 22 Decimals, lying and situated at Mouza - Kamdahari, J.L. No. 49, R.S. No. 200, District Collectorate Touzi No. 14, comprised in R.S. Khatian No. 788, appertaining to R.S. Dag Nos. 220/326 & 220/327, under Police Station - Regent Park now Bansdroni, within the limits of Ward No. 111 of the Kolkata Municipal Corporation, in the District South 24 Parganas, unto and in favour of 1. Sachindra Nath Mukhopadhyay, since deceased 2. Samaresh Chandra Mukhopadhyay, since deceased, both sons of Late Kiran Chandra Mukhopadhyay both of Kandahari, P.S. Jadavpur, District South 24 Parganas.

WHEREAS By virtue of a aforesaid two registered Indenture the said 1. Sachindra Nath Mukhopadhyay, since deceased 2. Samaresh Chandra Mukhopadhyay, since deceased, both sons of Late Kiran Chandra Mukhopadhyay both of Kandahari, P.S. Jadavpur, District South 24 Parganas jointly became the absolute lawful joint owners of **ALL THAT** piece and parcel of land measuring more or less an area of 20 Cottahs 05 Chittak 15 Sq.ft. (7 Cottahs +13 Cottahs 05 Chittaks 15 Sq.ft.), lying and situated at Mouza - Kamdahari, J.L. No. 49, R.S. No. 200, District Collectorate Touzi No. 14, comprised in R.S. Khatian No. 788, appertaining to R.S. Dag No. 220/326, under Police Station - Regent Park now Bansdroni, within the limits of Ward No. 111 of the Kolkata Municipal Corporation, in the District South 24 Parganas and each having got undivided eight annas share of the entire land.

WHEREAS In pursuance to the above the said 1. Sachindra Nath Mukhopadhyay, since deceased 2. Samaresh

Chandra Mukhopadhyay, since deceased, both sons of Late Kiran Chandra Mukhopadhyay both of Kamdahari, P.S. Jadavpur, District South 24 Parganas in different time partly mutated their respective share of land in respect of KMC Premises No. 130/1, Vivekananda Park, Kolkata - 700084, containing an area more or less 05 Cottahs 00 Chittak 44 Sq.ft., KMC Premises No. 130/2, Vivekananda Park, Kolkata - 700084, containing an area more or less 03 Cottahs 06 Chittaks 27 Sq.ft. and KMC Premises No. 130/3, Vivekananda Park, Kolkata - 700084, containing an area more or less 04 Cottahs 13 Chittaks 12 Sq.ft. totalling an area more or less 13 Cottahs 04 Chittaks 38 Sq.ft. and after spalyed some portion of land goes for road and common passage development remaining part of land, containing an area more or less 06 Cottahs 12 Chittaks 07 Sq.ft. seized and possessed by the Present Owners herein without any lets or hindrances, free from all encumbrances.

WHEREAS The said 1. Sachindra Nath Mukhopadhyay, since deceased 2. Samaresh Chandra Mukhopadhyay, since deceased, both sons of Late Kiran Chandra Mukhopadhyay both of Kamdahari, P.S. Jadavpur, District South 24 Parganas while jointly seized and possessed of the said land duly constructed brick built pucca two storied building, having covered area more or less 2000 Sq.ft. (On the Ground Floor, having covered area more or less 1000 Sq.ft. and On the First Floor, having covered area more or less 1000 Sq.ft.) over part portion of land at their own costs, expenses and efforts, free from all encumbrances.

WHEREAS The said Sachindra Nath Mukhopadhyay while seized and possessed of his respective eight annas share of the said land died intestate leaving behind his wife namely Smt. Manika Mukherjee, two daughters namely 1. Smt. Bina Purohit (mukherjee) and 2. Smt. Rina Banerjee (Mukherjee), and one son namely Sri Sanjib Mukherjee, as his only surviving legal heirs to inherit the said landed property with the provision of the Hindu Succession Act., 1956.

WHEREAS On the other hand the said Samaresh Chandra Mukhopadhyay while seized and possessed of his respective eight annas share of the said land died intestate leaving behind his wife namely Smt. Amita Mukherjee, one daughter namely Smt. Subhra Chakraborty and one son namely Sri Subrata Mukherjee, as his only surviving legal heirs to inherit the said landed property with the provision of the Hindu Succession Act., 1956.

WHEREAS After demise of the said 1. Sachindra Nath Mukhopadhyay, 2. Samaresh Chandra Mukhopadhyay their surviving legal heirs or heiress namely 1. SRI SANJIB MUKHERJEE, son of Late Sachindra Nath Mukhopadhyay, 2. SMT. AMITA MUKHERJEE, wife of Late Samaresh Chandra Mukherjee, 3. SMT. SUBHRA CHAKRABORTY, wife of Sri Sukanta Chakraborty, daughter of Late Samaresh Chandra Mukherjee, 4. SRI SUBRATA MUKHERJEE, son of Late Samaresh Chandra Mukherjee, 5. SMT. BINA PUROHIT daughter of Late Sachindranath Mukherjee, 6. SMT. RINA BANERJEE, daughter of Late Sachindranath Mukherjee, and 7. SMT. MANIKA MUKHERJEE, wife of Late Sachindra Nath Mukhopadhyay, being the Present Owners herein jointly became the absolute lawful owners of ALL THAT piece and parcel of land measuring more or less an area of 20 Cottahs 05 Chittak 15 Sq.ft., lying and situated at Mouza - Kamdahari, J.L. No. 49, R.S. No. 200, District Collectorate Touzi No. 14, comprised in R.S. Khatian No. 788, appertaining to R.S. Dag No. 220/326, under Police Station - Regent Park now Bansdroni, within the limits of Ward No. 111 of the Kolkata Municipal Corporation, in the District South 24 Parganas and accordingly the said 1. SRI SANJIB MUKHERJEE, 2. SMT. AMITA MUKHERJEE, 3. SMT. SUBHRA CHAKRABORTY, 4. SRI SUBRATA MUKHERJEE, 5. SMT. BINA PUROHIT, 6. SMT. RINA BANERJEE, and 7. SMT. MANIKA MUKHERJEE, being the Present Owners herein recorded their names in the records of B.L. & L.R.O, and finally published their names in the records of rights under L.R. Khatian Nos. 2270 (Amita Mukherjee), 2271 (Subhra Chakraborty), 2269 (Subrata Mukherjee), 2274 (Bina Purohit), 2273 (Sanjib Mukherjee), 2272 (Manika Mukherjee) and 2275 (Rina Banerjee) in respect of the said land.

WHEREAS After recorded their names the said 1. SRI SANJIB MUKHERJEE, 2. SMT. AMITA

MUKHERJEE, 3. SMT. SUBHRA CHAKRABORTY, 4. SRI SUBRATA MUKHERJEE, 5. SMT. BINA PUROHIT, 6. SMT. RINA BANERJEE, and 7. SMT. MANIKA MUKHERJEE, being the Present Owners herein, duly conversion the aforesaid landed property Danga to Bastu before the Office of the Block Land and Land Reforms Officer, Kolkata, South 24 Parganas, vide Memo Nos. 17/1971/ BLLRO /KOL /21, 17/ 1972/ BLLRO/ KOL/ 21, 17/ 1974/ BLLRO /KOL /21, 17/ 1977/ BLLRO/ KOL/ 21, 17/ 1973/ BLLRO/ KOL/ 21, 17/ 1976/ BLLRO/ KOL/ 21, 17/ 1975/ BLLRO/ KOL/ 21, dated 20.12.2021 respectively and to that effect the Office of the said Block Land and Land Reforms Officer, Kolkata, South 24 Parganas has been changed the classification of the said landed property Danga to Bastu.

WHEREAS Thereafter the Present Owners herein also mutated their names in the records of the Kolkata Municipal Corporation and property known and numbered as **KMC Premises No. 130, Vivekananda Park**, having its Mailing Address No. V-28, Vivekananda Sarani, Police Station Bansdronei, Kolkata - 700084 and accordingly they are paying corporation taxes in their names in the records of **KMC Assessee No. 31-111-28-0130-7**.

WHEREAS Thus the Present Owners herein became the absolute lawful joint owners of **ALL THAT** piece and parcel of Bastu land measuring more or less an area of 06 Cottahs 12 Chittaks 07 Sq.ft., **TOGETHER WITH** one brick built pucca two storied building, having covered area more or less 2000 Sq.ft. (On the Ground Floor, having covered area more or less 1000 Sq.ft. and On the First Floor, having covered area more or less 1000 Sq.ft.) with cemented floor finished standing thereon, lying and situated at Mouza Kamdahari, J.L. No. 49, R.S. No. 200, District Collectorate Touzi No. 14, comprised in R.S. Khatian No. 788, appertaining to R.S. Dag Nos. 220/326 & 220/327, under **Police Station - Regent Park now Bansdronei, being KMC Premises No. 130, Vivekananda Park, having its Mailing Address No. V-28, Vivekananda Sarani, Police Station Bansdronei, Kolkata - 700084, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-28-0130-7 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. at Alipore, D.S.R. at Alipore**, morefully and particularly described in the Schedule "A" hereunder written.

WHEREAS That the present Owners jointly desirous to develop the said premises by constructing a G+IV (Ground plus Four) storied residential building thereon through a Developer in accordance with the building plan to be sanctioned by Kolkata Municipal Corporation and the said owners have decided to construct a building containing several independent flats on the said premises due to paucity of fund and lack of infrastructure the said owners approached the Developer to construct such building after demolishing the existing structure standing thereon and all material collect by the Developer thereon on the said land at the costs and expenses of the Developer or out of the funds to be produced by the Developer from the intending buyer or others on certain terms and conditions.

WHEREAS Relating on the aforesaid representation of the owner herein the Developer namely **M/S. BHATTACHARJEE CONSTRUCTION**, a Proprietorship Firm, having its registered office at N-12, Bose Para, Kamdahari, Post Office - Garia, Police Station - Bansdronei, Kolkata – 700084, District South 24 Parganas, being represented by its sole proprietor **SRI. DEBASISH BHATTACHARJEE (PAN ADYPB2784R) (AADHAAR NO. 8624 4051 0636)**, son of Late Kshitish Chandra Bhattacharjee, by faith- Hindu, by nationality- Indian, by occupation-Business, residing at N-12, Bose Para, Kamdahari, Post Office - Garia, Police Station - Bansdronei, Kolkata – 700084, District South 24 Parganas, agreed to develop **ALL THAT** piece and parcel of Bastu land measuring more or less an area of 06 Cottahs 12 Chittaks 07 Sq.ft., lying and situated at Mouza Kamdahari, J.L. No. 49, R.S. No. 200, District Collectorate Touzi No. 14, comprised in R.S. Khatian

No. 788, appertaining to R.S. Dag Nos. 220/326 & 220/327, under Police Station - Regent Park now Bansdrone, being **KMC Premises No. 130, Vivekananda Park, having its Mailing Address No. V-28, Vivekananda Sarani, Police Station Bansdrone, Kolkata - 700084, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-28-0130-7 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. at Alipore, D.S.R. at Alipore**, on certain terms and conditions as per the Development Agreement which was registered in the Office of the D. S. R. -IV, South 24 Parganas, on 16th day of March, 2022 and recorded in Book No. I, Volume No. 1604-2022, Page from 108708 to 108765, being No. 160402843 for the Year 2022 and subsequently a Development Power also had been registered after registered Development Agreement in the Office of the D. S. R. -IV, South 24 Parganas, on 25th day of March, 2022 and recorded in Book No. I, Volume No. 1604-2022, Page 182719 to 182750, Being No. 160405452 for the year 2022

AND WHEREAS the said Developer in the names of the Owners herein obtained a Building permit vide **B.P. No. 2022110219 dated 08.08.2022**, from the Kolkata Municipal Corporation for construction of a Ground Plus Four storied New Building thereon at **KMC Premises No. 130, Vivekananda Park,, P.S. Bansdrone, Kolkata - 700084, Assessee No. 31-111-28-0130-7. .**

AND WHEREAS thus the Party of the Second Part i.e. the Developer herein from Developer's Allocation wants to sale **ALL THAT** one residential flat being **Flat No. 2C** measuring about **800 (Eight Hundred) Sq.ft. super built up area** on the **Second Floor** marble flooring (**South-West** side) of the G+IV storied building consists of 2 (Two) Bedrooms, 1 (One) Dinning cum Drawing room, 1 (one) Kitchen, 1 (One) toilet, 1 (One) W.C and 1 (One) Verandah with all fittings and fixtures at **KMC Premises No. 130, Vivekananda Park, having its Mailing Address No. V-28, Vivekananda Sarani, Police Station previously Regent Park now Bansdrone, Kolkata - 700084, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-28-0130-7 of the Kolkata Municipal Corporation, A.D.S.R. at Alipore, D.S.R. at Alipore, in the District South 24 Parganas**, which is more fully described in **SCHEDULE "B" TOGETHER WITH** undivided proportionate, impartible share and interest in the land underneath the said building described in the **SCHEDULE "A"** with all the common rights in the passages, staircases, lobbies, roof etc. in the said premises along with the easement rights & appurtenances as also the liabilities & duties to be observed together with all easement, right, title, interest, possession, claim, profits etc. hereinafter referred to as "**said Property**".

AND WHEREAS the Third Party/Purchaser who has come to know of the intention of the Second Party/Developer to transfer the said residential Flat and approached the Second Party/Developer to purchase the same.

AND WHEREAS the Purchasers herein has duly taken inspection of all the title Deeds and documents relating to the said property including the Sanctioned Building Plan duly Sanctioned by the Competent Authority of the Kolkata Municipal Corporation and having satisfied himself with regard thereto as also with regards to the area, dimension and measurement and all other details concerning the said Building, have agreed to purchase **ALL THAT** one residential flat being **Flat No. 2C** measuring about **800 (Eight Hundred) Sq.ft. super built up area** on the **Second Floor** marble flooring (**South-West** side) of the G+IV storied building

consists of 2 (Two) Bedrooms, 1 (One) Dinning cum Drawing room, 1 (one) Kitchen, 1 (One) toilet, 1 (One) W.C and 1 (One) Verandah with all fittings and fixtures at **KMC Premises No. 130, Vivekananda Park, having its Mailing Address No. V-28, Vivekananda Sarani, Police Station previously Regent Park now Bansdroni, Kolkata - 700084, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-28-0130-7 of the Kolkata Municipal Corporation, A.D.S.R. at Alipore, D.S.R. at Alipore, in the District South 24 Parganas**, which is more fully described in **SCHEDULE “B” TOGETHER WITH** undivided proportionate, impartible share and interest in the land underneath the said building described in the **SCHEDULE “A”** and the lump-sum price of the same has been settled as **Rs. _____/- (Rupees _____) only** and accordingly an **Agreement for Sale** had been executed between the **VENDOR** herein and the **PURCHASERS** herein and the Purchasers gave **Rs. _____/- (Rupees _____) Only** as earnest/advance money to the **VENDOR** herein and the balance consideration amount i.e. **Rs. _____/- (Rupees _____) Only** will be paid at the time of registration of this sale deed.

NOW THIS DEED OF SALE WITNESSETH :That in consideration of the said sum of **Rs. _____/- (Rupees _____) only** of good & lawful money of the Union of India, well & truly paid by the Purchasers to the Developer on or before the execution of these presents as per Memo of Consideration attached herewith and of & from the same and every part thereof do hereby acquit, release, exonerated and forever discharge the Purchasers as well as the said residential flat as more fully described in the **Schedule –“B”** hereunder written and every part thereof hereby sold **AND** the Developer does hereby sell, grant, transfer, convey, assign & assure unto & in favour of the Purchasers herein free from all sorts of encumbrances and hereby confirm the transfer of **ALL THAT** one residential flat being **Flat No. 2C** measuring about **800 (Eight Hundred) Sq.ft. super built up area** on the **Second Floor** marble flooring (**South-West** side) of the G+IV storied building consists of 2 (Two) Bedrooms, 1 (One) Dinning cum Drawing room, 1 (one) Kitchen, 1 (One) toilet, 1 (One) W.C and 1 (One) Verandah with all fittings and fixtures at **KMC Premises No. 130, Vivekananda Park, having its Mailing Address No. V-28, Vivekananda Sarani, Police Station previously Regent Park now Bansdroni, Kolkata - 700084, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-28-0130-7 of the Kolkata Municipal Corporation, A.D.S.R. at Alipore, D.S.R. at Alipore, in the District South 24 Parganas**, as more fully and particularly mentioned in the **Schedule – “B”** hereunder written **TOGETHER WITH** the right to use the common areas, facilities, amenities & installations and other fittings & fixtures in the said building as more fully described in the **Schedule – “C”** hereunder written in common with all other Owner/Occupier of the said building for the purpose of uninterrupted egress & ingress and for other beneficial use & enjoyment of the said land, building & premises (the residential space as mentioned above is more fully & particularly shown in the Plan or Map annexed hereto and therein bordered with **RED** colour and hereinafter referred to as the “Said Unit”), free from all encumbrances, charges, liens, lispendens, claims, demands, liabilities, acquisitions, requisitions, alignments & trust **WHATSOEVER OR HOWSOEVER OTHERWISE** the said Unit or Premises or any part thereof, now are or is hereafter or heretofore was or were situated, butted, bounded, called, known, numbered, described and/or distinguished **TOGETHER WITH** structures, walls, yards, paths, passages, court yards, ways, sewers, drains, water, water courses, lights, rights, liberties, privileges, easements, benefits, advantages & appurtenances whatsoever thereto or therewith usually held, used, occupied, enjoyed, reputed to know as part & parcel thereof or appurtenant thereto, the said land, premises or unit hereby sold, conveyed, transferred, assured & assigned **UNTO AND TO** the Purchasers herein and reversion or reversions, remainder or remainders and rents, issues & profits thereof and all estate, right, title, interest, inheritance, trust, use, possession, property, claim & demand whatsoever both at law and in equity of the Owner, upon and every manner or condition of the said land, premises or unit hereby conveyed, transferred and assured unto and to

the use of the Purchasers and every part thereof **TOGETHER WITH** all deeds, pattahs, muniments, writings, evidences of title and all other documents exclusively relating to or concerning the said land, building, residential flat & premises or any part thereof which now are or at any time hereafter shall or may be in the care, custody or Power or possession of the Owners or any person or persons from whom the Owners or any other person/s from whom they can or may procure the same without any action or suit at Law or in Equity **TO HAVE AND TO HOLD** the said land, building, premises & unit, more fully described in the Schedule 'A' hereunder written and hereby sold, granted, transferred, conveyed, assigned or assured or expressed or intended so to be unto and to the use or benefit of the Purchasers herein, absolutely & forever as & when and for an absolute & indefeasible & perfect estate analogous thereto and without any manner of condition, use, trust or other things whatsoever to alter, defeat, encumber and make void the same **AND** free from all encumbrances, charges, liens, claims, demands, liabilities, trust, acquisition, requisition & alignment/s whatsoever.

AND THE DEVELOPER/VENDOR DO HEREBY COVENANT WITH THE PURCHASERS HEREIN AS FOLLOWS :

- a) That notwithstanding any act, deed, matter or thing whatsoever by the Developer/Vendor done or executed or knowingly suffered by them to the contrary, they lawfully, rightfully and absolutely seized & possessed of or otherwise well and sufficiently entitled to the said property hereby sold, granted, transferred & conveyed or expressed or intended so to be and every part thereof for a perfect and indefeasible & absolute title or estate of inheritance without any manner of condition, use, trust or things whatsoever to alter, defeat, encumber or make void the same.
- b) That notwithstanding any such act, deed, matter or thing whatsoever as aforesaid the Developer / Vendor has good right, full power & absolute authority or indefeasible title to sell, grant, transfer, convey, assign & assure the said property hereby sold, granted, transferred and conveyed or expressed and/or intended so to be unto and to the use of the Purchasers in the manner aforesaid.
- c) That the said Unit and the undivided proportionate share or interest in the land comprised in the said premises is free from all charges, encumbrances, liens, lispensens or any attachments whatsoever and that the said land, messuage & premises, as per the knowledge of the Developer/Vendor herein, is not subject to any litigation and there is no case, suit or proceeding is pending before any Court of Law against the said Unit and the said impartible undivided proportionate share or interest in the land comprised in the said premises.
- d) That the Purchasers shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said property and/or unit hereby sold, granted or conveyed, subject to payment of proportionate costs & expenses for maintaining the said building and will be eligible to receive the rents, issues & profits thereof without any lawful eviction, interruption, hindrances, claims or demands whatsoever by the Developer/Vendor or any person or persons having lawfully or equitably claiming any right, title and interest whatsoever from, under or in trust for them.
- e) The Developer/Vendor and all persons having lawfully or equitably claiming any estate, right, title or interest whatsoever in the said property or any part thereof, from under or in trust for them and will from time to time and at all times hereafter, upon every reasonable request and at the cost of the Purchasers make do and execute or caused to be done and executed all such further and other lawful & reasonable acts, deeds, things and assurances whatsoever for further better and more perfectly assuring and conveying the said property and every part thereof and the said impartible, undivided and proportionate share & interest in the land comprised in the said premises unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required.
- f) That the Developer/Vendor shall and will at all times hereafter indemnify and keep the Purchasers indemnified of from and against any and/or every types of losses and/or sufferings whatsoever the Purchasers may suffer in future for any type of action or any defect in the title of the Developer/Vendor to the said property or for any encumbrances to which the said property is, can or may be the subject to.

g) That the said Premises is neither hit by the provisions of the Urban Land (Ceiling and Regulations) Act 1976 nor the same is hit by the provisions of the Calcutta Thika Tenancy Act nor any notice for acquisition or requisition has ever been served upon the Owner / Vendor.

h) That the Developer/Vendor shall and will at all times hereafter at the request and at the costs & arrangements of the Purchasers produce or cause to be produced to the Purchasers or as the Purchasers shall direct all the original title deeds, documents and papers for comparing with the copies which are already supplied to them for the purpose of evidencing the title in respect of the said land & premises as mentioned in Schedule – “A” and at the like request and costs of the Purchasers to make and deliver the certified copies or extracts, thereof and in the meantime to keep the said original title deeds and documents unless prevented by fire or otherwise saved, unobliterated and uncanceled.

That the Developer/Vendor does hereby accord its consent to the Purchasers towards mutating & separating and/or apportioning the said property in his name in the Assessment Register of the Kolkata Municipal Corporation at the cost and expenses of the Purchasers.

AND FURTHER the Developer/Vendor does hereby covenant with the Purchasers that it shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and to have and to hold & enjoy the said residential flat including impartible, undivided, & proportionate share in the land and premises and all the easement rights and that the Purchasers shall be entitled to sell, transfer, convey, lease out, let out or deal with or dispose of the said property including the undivided proportionate share of land and premises to any other person, at any price as may be decided by the Purchasers which they shall deem proper.

AND ALSO without any interruption, disturbances, claims or demands from or by the Developer/Vendor or any other person or persons claiming through, under or in trust for them but must be along with all the covenants, liabilities and responsibilities as set forth in this said document.

The Purchasers shall apply for and get his name mutated as the Owner in respect of the said residential flat in the books and records of the Kolkata Municipal Corporation.

THE PURCHASERS DOES HEREBY COVENANT WITH THE DEVELOPER/VENDOR AS

FOLLOWS :a) The Purchasers shall hold, occupy, own and enjoy the said undivided, proportionate and impartible share or interest of the land hereby sold and conveyed in common and inconsistent with the rights and interests of the Owner and/or Occupiers of other undivided shares in the said premises and all other persons lawfully entitled to the use the common areas and facilities now, exist or hereafter to be existed in the said premises and to pay proportionate share of maintenance cost of the common facilities and/or amenities to be used and enjoyed by these Purchasers.

b) The Purchasers does hereby undertake to pay the proportionate share of tax as assessed by the Competent Authority of the Kolkata Municipal Corporation until the property sold under this Deed is assessed separately and on and from that date onwards the Purchasers herein named will remain liable and / or responsible for the payment of the same directly to the Competent Authority.

c) To keep the property sold under this instant Deed in good and reasonable condition.

d) The Purchasers shall not claim any right, title or interest excepting the property purchased by them.

e) The Purchasers shall become and remain a member of the Association or Society in existence or to be formed in future.

f) The Purchasers shall observe and perform strictly the terms and conditions, bye-laws and rules & regulations of the Association/Society in existence or to be formed in future.

g) The Purchasers may use the property sold and conveyed for the purpose as required by them but obviously without creating any obstruction towards the peaceful use and enjoyment of their respective property by the other Occupiers of the building and obviously with the proper permission and/or license from the Competent Authority and the Owners and/or Occupiers of the Other Part of the premises will have no right to oppose for anything in that respect illegally.

IT IS FURTHER AGREED BY AND BETWEEN THE DEVELOPER/VENDOR & PURCHASERS AS FOLLOWS :

- a) That the undivided proportionate share in the land of the said premises and the property hereby sold, transferred, conveyed, granted, assured and assigned unto and in favour of the Purchasers shall always remain impartible.
- b) The Purchasers shall not throw or accumulate or allow to be thrown or accumulated any rubbish, tit-bits, night soils, etc. and various unused materials in the common areas, passages, except the place fixed for the same.
- c) The Purchasers shall not create or permit to be created any annoyance or disturbance to the peaceful living of the other occupiers of the said premises but may do and/or perform any needful and/or additional works for further protection and/or better enjoyment of his purchased portion or the approach towards that portion at their own cost and without creating any such disturbances to the common right of use of the other Owners and Occupiers of the premises.
- d) Proportionate costs and expenses for maintaining, repairing, renovating and decorating etc. of the main structure and in particular main gate, drains, water pipes, electric wire, in, under or upon the said building enjoyed and used by the Purchasers in common with other Owners of the said building and also the entrance, passage, path ways, drive ways, boundary walls and compounds etc. of the said land, building and premises as more fully described in the **Schedule –“D”** hereunder written.
- e) Proportionate costs of cleaning and lighting the passage, main entrance, drive ways and other common parts of the building as enjoyed and used by the other Owners.
- f) Proportionate share towards the salaries and wages of watch man, sweepers etc.
- g) The Purchasers must not individually and without consulting with the other co-owners or other occupiers of the building paint the outer portion of their property.

SCHEDULE ‘A’

(Land)

ALL THAT piece and parcel of Bastu land measuring more or less an area of **06 (six) Cottahs 12 (twelve) Chittaks 07 (seven) Sq.ft., TOGETHER WITH** one under-construction G+IV storied building standing thereon, lying and situated at Mouza Kamdahari, J.L. No. 49, R.S. No. 200, District Collectorate Touzi No. 14, comprised in R.S. Khatian No. 788 corresponding L.R. Khatian Nos. 2270, 2271, 2269, 2274, 2273, 2272 and 2275, appertaining to R.S. and L.R. Dag Nos. 220/326 & 220/327, being **KMC Premises No. 130, Vivekananda Park, under Police Station - Regent Park now Bansdroni, having its Mailing Address No. V-28, Vivekananda Sarani, Police Station Bansdroni, Kolkata - 700084, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-28-0130-7 of the Kolkata Municipal Corporation, A.D.S.R. at Alipore, D.S.R. at Alipore in the District South 24 Parganas**, and the same is butted and bounded in the manner follows:-

- | | |
|---------------------|--|
| On the North | : KMC Road. |
| On the South | : Premises No. 130/3, Vivekananda Park. |
| On the East | : Premises No. 130/2, Vivekananda Park. |
| On the West | : KMC Road. |

SCHEDULE 'B'
(Said Flat And Appurtenances)

ALL THAT one residential Flat being Flat No. (- Side) on the Floor, marble flooring of the G+IV storied type constructed portion having carpet area of _____square feet, more or less or measuring about () Sq. Ft. of Super-Built Up Area more or less consisting with 3 (Three) Bedrooms, 1 (One) Dinning cum Drawing room cum Kitchen, 1 (One) toilet, 1 (One) W.C. and one Veranda with all fittings and fixtures together with one covered car parking space at **KMC Premises No. 130, Vivekananda Park, having its Mailing Address No. V-28, Vivekananda Sarani, Police Station previously Regent Park now Bansdroni, Kolkata - 700084, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-28-0130-7 of the Kolkata Municipal Corporation, A.D.S.R. at Alipore, D.S.R. at Alipore, in the District South 24 Parganas TOGETHER WITH** undivided proportionate, impartible share and interest in the land underneath the said Flat with all the common rights in the passages, staircases, lobbies, roof etc. in the said premises along with the easement rights & appurtenances as also the liabilities & duties to be observed together with all easement, right, title, interest, possession, claim, profits etc.

- **The Share In Common Areas**, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule E** below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement; **and**
- The Land Share, being undivided and impartible share in the land underneath the Said Flat.

SCHEDULE 'C'

The Total Price payable for the Said Flat and Appurtenances is Rs. _____/- (Rupees _____).

Payment Plan

PAYMENT SCHEDULE	
On Application	Rs. 2,00,000/- + GST
On Allotment of Said Flat	9.5% of total consideration + GST (less Application amount)
On execution of Agreement for sale	10.5% of total consideration + GST + 50% Legal Fees
On Commencement of Foundation of Said Flat	10% of total consideration + GST
On completion of Gr. Floor slab of Said Flat	10% of total consideration + GST
On completion of 1 st Floor slab of Said Flat	10% of total consideration + GST
On completion of roof casting of Said Flat	10% of total consideration + GST
On completion of brickwork of Said Flat	10% of total consideration + GST

On completion of flooring of Said Flat	10% of total consideration + GST
On completion of finishing work of Said Flat (# It includes internal civil work and external paint only)	10% of total consideration + GST
On offer of possession of Said Flat	10% of total consideration + GST + 50% Legal Fees + All extra charges with GST

In addition to the Total Price, the Allottee shall also pay to the Promoter, as and when demanded, the amounts mentioned in the table below (collectively **Extras**), proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards:

SCHEDULE 'D'
Specifications
(Which Are Part Of the Said Flat)

Structure & Walls :

R.C.C. framed super structure with isolated column footing foundation or as per the design requirement using standard quality steel, sand, and cement of I.S.I. standard, stone-chips, mortar-casting in accordance with specified Flat rules 10", 8" or 5" outer walls as per requirement of the elevation and all 3" brick work will be with the wire reinforcement in every 3rd layer.

Plaster :

All walls shall be plastered with 1:6 cement mortar ceiling with 1:4 cement

Flooring:

Marble Flooring in Dig/Din in all bed rooms, skirting up to 0.1 mt height. In toilet anti-skid tiles and glazed tile dado 6' feet height.

Kitchen :

Cooking platform granite stone with stainless sink 3 feet above from kitchen counter top level white wall glazed tiles over kitchen counter all along.

Doors :

All doors opening will be made as per sanction plan and frame of any wood, section will be 4"X2.5" for main door 4"X2.5" for other doors. All shutters will be made good quality water proof commercial ply flush door pressed of 35/32 mm thickness with enamel point.

- i) Main Door will be flush door with teak ply pasting and will be polished.

Windows :

Still glazed/Aluminum channel sliding window with grill designed by Flat with galyanized iron handle and stay.

Wall Finishing :

- i) Internal walls plaster of paris in Bed rooms and Drawing cum dining room, kitchen and toilet plaster of parts.
- ii) External walls of the entire Flat shall be painted with weather coat.

Electrical :

Concealed wiring (copper wire) with circuit breakers/MCBS.

Bed Rooms :

3 light points, 1 fan point, one 5 amp, plug point one A.C. point.

Drawing cum Dining Room :

Three light, one fan points, two 5 amp, plug point, one calling bell point and one 15 amp plug point.

Kitchen :

One light point, one chimney point, one 15 amp, plug point one.

Toilet :

Two light points, one exhaust fan point.

W.C. :

One light point.

Balcony :

One light point.

Sanitary & Plumbing :

All outer soil lines shall be provided with Supreme quality PVC pipes, outer water lines be provided with PVC pipes, inside pipelines shall be concealed, well planned and equipped with S.W. outer lines to be provided and installation for underground water to be carried from the underground water reservoir to the overhead reservoir through a pump as per the specifications of the Architect.

Toilet :

One Commode, one PVC cistern, two bib-cock one shower and one wash basin in dining.

Kitchen :

One stainless still sink in kitchen.

W.C. :

One commode with PVC cistern, one bib cock, one direct line of supply of water.

Water Supply :

Overhead reservoir will be provided at top as per design, suitable electric pump will be installed for round the clock water supply. In connection with the quality and quantity of water supply the Developer shall not be responsible.

Roof :

Over the R.C.C. roof only net cement finish.

0.9 mt height parapet wall plastered and painted on both sides shall provided all around net cement finish.

Lift.

EXTRA WORK : In addition the above items if in landowner wants in provide additional items or wants to change the specification of may item be allowed after getting the permission from the consulting engineer an estimate for additional work or the estimate of change item shall be supplied by the Developer and the land

OWNER have to pay the total amount in advance to carry out these additional/changed items.

Anything extra is demanded by the owners or intending Purchaser apart from the technical specification given in schedule 'E' that shall be made or done by the cost of the Owner/Purchaser.

SCHEDULE 'E'

(Common Areas Of the Real Estate Project)
(Which Are Part Of the Real Estate Project)

• Water supply pipeline in the Said Block (save those inside any Flat)	• Wiring, fittings and accessories for lighting of common portions of the Said Block/Flat
• Drainage and sewage pipeline in the Said Block (save those inside any Flat)	Intercom Network in the Said Block
External walls of the Said Block	Network of Cable TV/DTH in the Said Block, if any

SCHEDULE 'F'
(Covenants)

The Allottee covenants with the Promoter (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (“**Association**”), wherever applicable) and admits and accepts that:

Satisfaction of Allottee: The Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Owners and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Agreement and the Allottee hereby accepts the same and shall not raise any objection with regard thereto.

Allottee Aware of and Satisfied with Common Areas and Specifications: The Allottee, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule

E above) and Specifications (described in Schedule D above) and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Said Complex and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the the Said Complex and/or the Larger Property and/or the Whole Project **save and except** the Said Flat And Appurtenances.

Facility Manager: The Promoter shall hand over management and upkeep of all Common Areas

to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Said Complex (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3) the Allottee shall be bound to pay the common expenses/maintenance charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee and it shall be deemed that the Facility Manager is rendering the services to the Allottee for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager **and**(6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottees of the Said Complex/Whole Project.

Allottee to Mutate and Pay Rates & Taxes: The Allottee shall (1) pay the HGP Tax, surcharge, levies, cess etc. (collectively "**Rates & Taxes**") (proportionately for the Said Complex and wholly for the Said Flat And Appurtenances and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Promoter/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof **and** (2) have mutation completed at the earliest. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).

Allottee to Pay Common Expenses/Maintenance Charges: The Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

Allottee to Pay Interest for Delay and/or Default: The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottee shall pay interest @ 12% (twelve percent) per annum or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.

Promoter's Charge/Lien: The Promoter shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Allottee to the Promoter **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial

institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.

No Obstruction by Allottee to Further Construction: Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to make other constructions on the Said Complex and/or Whole Project and the Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of Flat materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.

No Rights of or Obstruction by Allottee: All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.

Variable Share In Common Portions: The Allottee fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Flat bears to the currently proposed area of the Said Block/Real Estate Project (2) if the area of the Said Block/ Real Estate Project is recomputed by the Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein (3) the Allottee shall not demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

Allottee to Participate in Formation of Association and Apex Body: The Allottee admits and accepts that the Allottee and other intending allottees/owners of Flats/apartments/other developments comprised in the Said Complex shall form the Association and the Allottee shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all Flat/Flat/s in the Other Residential Component/Non-Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex (“**Apex Body**”). The Allottee shall bear and pay the proportionate expenses of the Association and the Apex Body (including but not limited to the association formation expenses) and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each Flat owner will be entitled to cast a vote irrespective of his/her/its size of Flat. The Allottee further admits and accepts that the Allottee shall ensure and not object to the Association joining the Apex Body or in case of a single association being formed for the entirety of the Said Complex, joining such association without raising any objection.

Obligations of Allottee: The Allottee shall:

Co-operate in Management and Maintenance: co-operate in the management and maintenance of the Said Flat, the Real Estate Project, the Whole Project and the Said Complex by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

Observing Rules: observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block, the Real Estate Project, the Whole Project and the Said Complex.

Paying Electricity Charges: pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Areas from the possession date.

Residential Use: use the Said Flat for residential purpose only. Under no circumstances shall the Allottee uses or allows the Said Flat to be used for commercial, industrial or other non-residential purposes. The Promoter shall also not use or allow the Said Flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

No Alteration: not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Allottee makes any alterations/changes, the Allottee shall compensate the Promoter /the Association (upon formation) (as the case may be) as estimated by the Promoter /the Association (upon formation) for restoring it to its original state.

No Structural Alteration and Prohibited Installations: The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said Block/Said Flat and/or on any external part of the Said Block and/or the roof thereof. The Allottee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottee shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Allottee on the inner side of the doors and windows of the Said Flat. The Allottee shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said Flat/Said Block and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottee shall install the out-door unit of the same either inside the Allottee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Flat. The Allottee accepts that the aforesaid covenants regarding grills, air- conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all. Save and except as permitted by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in writing, not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Areas or the Said Block. Further, the Allottee shall not make any additional construction to cover the

balcony of the Said Flat. Furthermore and save and except as permitted by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in writing, the Allottee shall not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Areas or the Said Block. Further, the Allottee shall not make any additional construction to cover the balcony of the Said Flat.

No Sub-Division: not sub-divide the Said Flat And Appurtenances and the Common Areas, under any circumstances.

No Changing Name: not change/alter/modify the names of the Said Block and the Said Complex from that mentioned in this Agreement.

Trade Mark Restriction: not to use the name/mark **MUKHERJEE BHAVAN** in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Flat and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter.

No Nuisance and Disturbance: not use the Said Flat or the Common Areas or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Project/Said Block and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

No Storage: not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

No Obstruction to Promoter/Facility Manager/Association/ Apex Body: not obstruct the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Block and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Block /Said Complex/Whole Project/Project Property (excepting the Said Flat).

No Obstruction of Common Areas: not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat.

No Violating Rules: not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.

No Throwing Refuse: not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.

No Injurious Activities: not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, or the Common Areas.

No Storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat.

No Signage: not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Flat /Said Block /Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Flat.

No Floor Damage: 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.

No Installing Generator: not install or keep or run any generator in the Said Flat and.

No Use of Machinery: not install or operate any machinery or equipment except home appliances.

No Misuse of Water: not misuse or permit to be misused the water supply to the Said Flat.

No Damage to Common Areas: not damage the Common Areas in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.

No Hanging Clothes: not hang or cause to be hung clothes from the exterior portions of the Said Flat.

Fire Safety and Air Conditioning Equipment: not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Flat and/or the Common Areas, as per statutory requirements. The Allottee hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Flat and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Flat shall always remain exposed and the Allottee shall not raise any objection in any manner whatsoever with regard thereto and further the Allottee hereby confirms that the Allottee shall not violate any terms of the statutory requirements/fire norms.

Notification Regarding Letting/Transfer: If the Allottee lets out or sells the Said Flat And Appurtenances, the Allottee shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/allottees address and telephone number.

No Objection to Construction: Notwithstanding anything contained in this Agreement, the Allottee has accepted the scheme of the Promoter to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Larger Property/proposed adjoining land and hence the Allottee has no objection to the continuance of construction in the other portions of the Larger Property/ the proposed adjoining land/the Said Complex, even after the date of possession notice. The Allottee shall not raise any objection to any inconvenience that may be suffered by the Allottee due to and arising out of the said construction/developmental activity.

No Right in Other Areas: Save and except as expressly mentioned in this Agreement, the Allottee shall not have any right in the other portions of the Larger Property/the proposed adjoining land/the Said Complex and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Larger Property/the proposed adjoining land/the Said Complex.

Hoardings: The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the Flats as may be developed from time to time. The Promoter shall also be entitled to place, select, and decide hoarding/board sites.

Nomination: The Allottee admits and accepts that before the execution and registration of conveyance deed of the Said Flat And Appurtenances, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:

The Allottee shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.

The Allottee shall obtain prior written permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Promoter.

The Allottee shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Promoter's legal advisors towards the tripartite Nomination Agreement.

Subject to the approval and acceptance of the Promoter **and subject to** the above conditions, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

SCHEDULE 'H' **(Common Expenses)**

Common Utilities: All charges, costs and deposits for supply, operation and maintenance of common utilities.

Electricity: All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block and the Said Complex and the road network, STP etc.

Association: Establishment and all other capital and operational expenses of the Association of Allottee.

Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.

Maintenance: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-Flat, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any Flat) walls of the Said Block] and the road network, STP etc.

Operational: All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.

Rates and Taxes: Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block and the Said Complex **save** those separately assessed on the Allottee.

Staff: The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

IN WITNESS WHEREOF the Parties hereof have set and subscribed their respective hands, and signature on the day, month and year first above written, willfully and voluntarily after going through the contents herein, understanding the meaning of the same and realizing the result thereof.

IN THE PRESENCE OF :

1.

(as the lawful constitutional power of Attorney of
SRI SANJIB MUKHERJEE, SMT. AMITA
MUKHERJEE, SMT. SUBHRA CHAKRABORTY,
SRI SUBRATA MUKHERJEE, SMT BINA
PUROHIT, SMT. RINA BANERJEE and SMT.
MANIKA MUKHERJEE)

2.

(SIGNATURE OF THE LAND OWNERS)

(SIGNATURE OF THE DEVELOPER/VENDOR)

Drafted by:

(BODHISATWA BASU)
 ADVOCATE
 Enrl No. WB-2138/2009
 ALIPORE POLICE COURT,
 KOLKATA700084
 Mobile No. 9831528996/8777290339

MEMO OF CONSIDERATION

RECEIVED from the within named Purchasers the total settled consideration amount of **Rs.**
 _____/- (Rupees _____) **only** as per the Memo below :

<u>Date</u>	<u>Chq. No.</u>	<u>Bank</u>	<u>Amt.</u>
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Total : Rs. _____/- (Rupees _____) **only**

WITNESSES:

1.

2.

 (SIGNATURE OF THE DEVELOPER)