

CONVEYANCE DEED

THIS SALE DEED executed on this (Date) day of,
2023

By and Between

1. Mr. Madan Lal Shaw, 2. Mr Gopal Prasad Verma 3. Mr. Ghanshyam Verma, 4. Mr. Radheshyam Verma and 5. Mr. Sunil Kumar Verma S/o Sri Dwarka Prasad Shaw @ Dwarika Prasad Shaw alias Dwarka Prasad Verma, of Premises No. 25/A, Harish Mukherjee Road, Kolkata-700025
Aadhar No:, PAN:.....Vendor/Landowner
Nos.1 to 5 are represented by their GPA holder / company,
M/s(Complete address including Pin code),
represented by its Director Sri Hari Prasad Sharma (Aadhar

HARSHITA DEVELOPERS PRIVATE LIMITED


Director/Authorised Signatory

No....., PAN:.....) S/o Late Sanwarmal Sharma aged _____ years, resident of _____, vide _____ Development Power of Attorneys dated 13th August 2021 recorded in Book No. 1, Volume No. 1605-2021, Pages 84817 to 84854 being No 160501987 of 2021 executed by the landowner Nos. 1 to 5 Viz., [HEREINAFTER to be called and referred as the "VENDORS/ LANDOWNERS" which term unless the context repugnant thereto shall mean and include all their heirs, successors, representatives, executors, administrators, and permitted assignees, including those of the respective partners of the FIRST PART]

AND

HARSHITA DEVELOPERS PRIVATE LIMITED (CIN no. _____), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 20 O.C Ganguly Sarani, Police Station : Bhowanipore, Post Office : Lala Rajpat Sarani, Kolkata : 700 029 and its corporate office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar no. _____) authorized vide board resolution dated _____ hereinafter referred to as the "Promoter" (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);

In favour of

[If the Allottee is a company]

[If the Allottee is an Individual]

Mr. /Ms. _____, (Aadhar no.....) son / daughter of....., aged about _____ years, residing at _____, (PAN _____) [Hereinafter called the

“PURCHASER/ALLOTTEE/VENDEE” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns)]

The Landowners/Vendors, Vendor/Developer and Purchaser/Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

OR]

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

Whereas:

A. One Dwarka Prasad Shaw @ Dwarika Prasad Shaw alias Dwarka Prasad Verma, since deceased and his wife Suma Devi Shaw Suma Debi Verma were inter alia, the owners of all that Municipal Premises No. 25/A, Harish Mukherjee Road, Kolkata-700025 together with the buildings and structures situated thereon, morefully and particularly described in the Schedule hereunder written and hereinafter for the sake of brevity hereinafter referred to as the Said Land;

B. The said Dwarka Prasad Shaw@ Dwarika Prasad Shaw alias Dwarka Prasad Verma during his life time entered into a Development agreement with the Promoter on June 16, 1993 which was registered in the office of Additional District Sub Registrar at Alipore and recorded in Book No. 1, Volume No. 62, Pages 297 to 314, being Deed No. 2760 for the year 1993.

C. During the subsistence of the said Development agreement dated June 16, 1993, the said Dwarka Prasad Shaw@ Dwarika Prasad Shaw alias Dwarka Prasad Verma died on 11.04.2002, leaving behind his wife (1) Smt. Suma De Shaw @ Suma Debi Verma, since deceased, 5 (Five) sons namely (2) Mr.

Madan Lal Shaw (son) (3) Mr Gopal Prasad Verma (son) (4) Mr. Ghanshyam Verma (son) (5) Mr. Radheshyam Verma (son) (6) Mr. Sunil Kumar Verma)(son) (3) Three daughters namely (7) Ms Pratima Verma (married daughter) (8) Ms Janki Verma (daughter) (9) Ms. Neha Verma (married daughter)

D. The said Suma Devi Shaw @Suma Devi Verma during her lifetime executed a Deed of Gift dated 31st December 2021 in favour of her sons namely Mr. Madan Lal Shaw, Mr. Gopal Prasad Verma, Mr. Ghansyam Verma, Mr. Radheshyam Verma and Sunil Kumar Verma all sons of Late Dwarka Prasad Sharma @ Dwarika Prasad Shaw alia Dwaka Prasad Verma (Original Owner") thereby absolutely gifting her share i.e. 50% equivalent to 5 Cottahs of land more or less together with the structure standing thereupon on the North portion of Premises No. 25A Harish Mukherjee Road, Kolkata : 700 025 which was registered at the office of the District Sub-Registrar -III at Alipore recorded in Book No. 1, Volume No. 1603 -2021, Pages 112795 to 112821 being Deed No. 03950 of 2021 and

E. By way of another deeds of gift dated 31st December 2021 the said Susma Devi Shaw @ Suma Devi Verm alongwith the 3 daughters namely Ms Pratima Verma (married daughter) (8) Ms Janki Verma (daughter) (9) Ms. Neha Verma (married daughter) gifted their absolute right the said land which was devolved upon them after the death of the original owner namely Late Dwarka Prasad Sharma @ Dwarika Prasad Shaw alia Dwaka Prasad Verma in the said land to the extent 4/9th part or share equivalent to 2 Cottash 3 Chattaks and 25 sq.ft out of 5 Cottahs of the land more or less with structure comprised in the Southern Portion of Premises No. 25A Harish Mukherjee Road, Kolkata : 700 025 ("Said Land") which was registered at the office of the District Sub-Registrar -III at Alipore recorded in Book No. I, Volume No. 1603-2021 Pages from 112822 to 112853 being No. 03927 of 2021.

F. Thus the said Mr. Madan Lal Shaw, Mr Gopal Prasad Verma, Mr. Ghanshyam Verma, Mr. Radheshyam Verma and Mr. Sunil Kumar Verma became the absolute owners of the Premises No. 25A Harish Mukherjee Road, Kolkata : 700 025 and upon the death of the Dwarka Prasad Sharma @ Dwarika Prasad Shaw alia Dwaka Prasad Verma, the present owners/ heirs have entered into a Supplementary Development Agreement to the Development Agreement dated June 16, 1993 with the promoter to bring on record the subsequent changed of the ownership and for making a provision for execution of a Power of Attorney in favour of the Developer / Promoter, keeping the Development Agreement dated June 16, 1993 to be valid and binding subject to certain changes and the said Supplementary Development agreement was executed on July 30, 2021 which was registered at the office of Additional Registrar of Assurance at Alipore and recorded in Book No. I, Volume No. 1605-2021, Pages 74298 to 74346 being No 160501714 for the year 2021.

WHEREAS thus said Sri Mr. Madan Lal Shaw, Mr Gopal Prasad Verma, Mr. Ghanshyam Verma, Mr. Radheshyam Verma and Mr. Sunil Kumar Verma i.e. Landowners Nos. 1 to 5 of the First Part herein respectively being the absolute owners and possessors of the said land totally admeasuring 10 Cottahs with their respective extents have in turn entrusted the same to the Vendor/Developer of Second Part for the purpose of common development of the same into the(Type of development) on the Schedule Project Land herein.

WHEREAS in pursuance of the same, the Landowners of First Part herein have executed the below mentioned Development Agreements -cum- General Power of Attorney in favour of the Vendor/Developer of Second Part viz **HARSHITA DEVELOPERS PRIVATE LIMITED** as under;

- a) Development Agreement -cum- GPA dated Development Power of Attorneys dated 13th August 2021 recorded in Book No. 1, Volume No. 1605-2021,

Pages 84817 to 84854 being No 160501987 of 2021 executed by the landowner No's 1 to 5 of First Part viz., Sri Mr. Madan Lal Shaw, Mr Gopal Prasad Verma, Mr. Ghanshyam Verma, Mr. Radheshyam Verma and Mr. Sunil Kumar Verma

WHEREAS in terms of the above Development Agreements, the Vendor/Developer of Second Part viz., M/s **HARSHITA DEVELOPERS PRIVATE LIMITED** was empowered and authorized to Develop the said land entrusted by the Vendor/Landowners Nos. 1 to 5 herein above and to develop the total extent of land i.e. **Schedule Project** land belonging to the Landowners hereinabove for the purpose of common development

WHEREAS the VENDOR/DEVELOPER herein viz., M/s **HARSHITA DEVELOPERS PRIVATE LIMITED** which is in the business of real estate development, has required expertise, financial and managerial capabilities, clout, men and machinery to undertake the development of the properties and the Landowners herein have offered the Schedule Project Land for the purpose of common development and the Developer herein evinced interest in development of a(Type of Development) on the Schedule Project Land herein by obtaining all the requisite permits and sanction of plans from the concerned Governmental Authorities/Departments etc., for the proposed Project on the total land admeasuring 10 Cottahs.

WHEREAS in terms' of the Development Agreements, the Developer/Vendor of Second Part obtained Permit and Sanction of Plans from theAuthority,.....(city).....(State), vide BP/LP No..... in File No....., datedfor construction of the(Type of Development) comprising ofon the said land totally admeasuring Ac..... Cents i.e., Schedule project land hereunder and the said project is known as "....."(Project Name).

WHEREAS as per the agreed terms in the Development Agreements and Supplementary Development agreement, pursuant to obtaining permit and sanction of plans, the ratio fixed between the landlord was 38% of the total F.A.R which is transferrable and heritable and will be situated at the 1st Floor and 2nd Floor of the Newly Constructed building and in the event the owner's allocation of 38% is not consumed in the said two floor i.e. 1st and 2nd Floor then the landowners shall be entitled to get the remaining area on the third floor of the said premises and the rest 62% shall belong to the developer completely. WHEREAS the entitled constructed areas towards the shares of Vendors/Landowners of First Part and Vendor/Developer of Second Part were identified and ear-marked with Flat Numbers, Floor Numbers and Block Numbers out of the total constructed area of the complex (except EWS/LIG component).

WHEREAS in terms of above Development Agreements and Supplementary Development agreement, Supplemental Agreements, the Schedule "A" Flat is allotted towards the exclusive share and entitlement of the Vendor/Developer of Second Part, which is one among the various Flats allotted towards its share in the entire Complex. The Vendors/Landowner No's 1 to 5 have joined in this Agreement of Sale being the owners of Schedule Project land and also to confirm the allotment of Schedule "A" Residential Flat towards the exclusive share of the Vendor/Developer of Second Part and also for the purpose of agreeing to transfer the undivided share of land out of the Schedule Project Land. However this Sale Deed is executed by the Vendor/Developer of Second Part being Developer as well as owner of Schedule 'A' Flat and Vendor/ Landowners No's 1 to 5 are represented by their GPA holder i.e., Developer/Vendor in exercise of GPA powers conferred under the Development Agreements -cum- GPAs.

WHEREAS in pursuance of the terms and conditions of the above referred Development Agreements -cum- GPAs executed by the Vendors/Landowner Nos.1 to 5 of First Part in favor of the Vendor/Developer of Second Part in

respect of the Schedule Project Land and further pursuant to above permits and sanctions obtained, the Developer/Vendor of Second Part commenced the construction ofstoried Residential Apartment on the Schedule Project Land with its own funds.

B. The Promoter/Developer/Vendor is fully competent to execute this Sale Deed and all the legal formalities with respect to the right, title and interest of the Promoter/Developer/Vendor regarding the said land on which Project is being constructed, have been completed.

C. The Promoter/Developer/Vendor has agrees and undertakes to register the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority and it will obtain the registration Certificate.

D. The Vendor/Developer herein has provided the Land Title Search Report, copies of title deeds and all other documents of title pertaining to Schedule Project Land herein and also copies of permit and sanctioned plans issued by the Authorities for construction on Schedule Project Land herein to the Vendee/s herein to enable the later to carryout legal due- diligence to satisfy about the title of the Vendors/Landowners herein in and over the Schedule Project land and the authority of the Vendor/Developer herein to develop the same. Based on the said legal due-diligence and title verification and having satisfied about the title, building plans, designs, specifications, proposed construction, concept, Saleable area etc., of '.....' project as well as the suitability of the apartment for the residential use and the conditions mentioned herein, the Purchaser herein approached and offered to purchase the Schedule 'A' Apartment from the Vendor/Developer herein. The Purchaser/s has/have further confirmed that he has/have neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Purchaser got understood and verified the carpet area, Saleable area of the Schedule 'A' Apartment [morefully described and shown hatched with red

colour lines on the Floor Plan thereof annexed hereto, (hereinafter referred to as "Scheduled 'B' Plan") and his/her/their entitled undivided right, interest in the common areas of the Complex which is arrived as under:-

(a) Carpet area of the Schedule 'A' Apartment is Sq.ft. equivalent toSq. Mtr.

(b) Exclusive Balcony area is Sq.ft. equivalent toSq.Mtr.

(c) Exclusive Varandah area is Sq.ft. equivalent to Sq.Mtr.

(d) Pro-rata undivided right and interest in the common areas (including external walls) which is equivalent toSq.ft. equivalent to Sq. Mtr.

E. THUS the Vendee/s got verified and notified that a total saleable area of the Schedule 'A' Apartment isSq. ft equivalent to which includes pro-rata right and interest in the common area of the complex (and pro-rata undivided share, right and interest in the Schedule Project Land herein which will be transferred to the Association) and accepted to purchase the Schedule "A" Apartment for a total sale consideration of Rs..... /- (Rupees only) payable to the Vendor/Developer of Second Part on the terms and conditions hereunder contained and accepted by the parties hereto.

F. WHEREAS the VENDEE of Third Part hereinabove who desires to acquire Schedule "A" Property herein i.e., All that the Residential Flat admeasuring Sq.ft of Saleable built-up area comprising of Carpet area, Exclusive Balcony area, Exclusive Varandah area, and proportionate common areas bearing Residential Flat No..... on Floor in Block No..... , along withcar parking spaces bearing Parking Lot Nos..... & in the Residential Apartment Complex known as ".....(Project Name)" (together with entitled undivided share of land equivalent to Sq. Yards out of the Schedule Project Land which will be transferred to the Association) and approached the

VENDOR/DEVELOPER of Second Part herein for purchase of Schedule "A" Property, which is exclusively belonging to the VENDOR/DEVELOPER herein and the same is more fully described in the Schedule "A" Property hereunder duly completed as per the specifications in the Annexure for a total sale consideration of Rs./- (Rupeesonly) payable to the VENDOR/DEVELOPER on the terms and conditions hereunder contained and accepted by the parties hereto.

G. WHEREAS in pursuance of the above offer made by the VENDOR, the VENDEE has agreed to purchase the Schedule "A" Property herein for the said sale consideration.

NOW THIS SALE DEED WITNESSETH AS UNDER:

1. That in accordance with the terms and in pursuance of the above mentioned agreement for a sale consideration of Rs..... /- (Rupeesonly), the said amount is paid by the VENDEE of Third Part to the VENDOR/DEVELOPER of Second Part as follows:-

(a) Rs..... /- (Rupeesonly) by way of Cheque bearing No..... , dateddrawn on Bank, Branch favouring

(b) Rs..... /- (Rupeesonly) by way of Pay Order/Demand Draft/Bankers Cheque bearing No..... , datedissued by theBank,.....Branch favouring

and the VENDOR/DEVELOPER of Second Part hereby admits and acknowledges the receipt of the above total sale consideration from the VENDEE of Third Part and the VENDOR of First and Second Parts hereby alienate, convey, transfer and sell to the VENDEE the Schedule "A" Property i.e., morefully described in the Schedule "A" Property hereunder and more clearly delineated in the Map enclosed herewith by way of absolute sale in

favour of the VENDEE together with all rights of easements attached to the same subject to various terms and conditions incorporated hereunder.

2. That the VENDOR hereby delivered the vacant and peaceful possession of the Schedule "A" Property herein on this day to the VENDEE.

3. That the Schedule "A" Property shall be quietly entered upon by the VENDEE and he/she/they shall hold and enjoy the same absolutely as the full owner without any interruption or interference by the VENDOR of First and Second Parts or anybody claiming through them.

4. That the VENDEE shall be entitled to receive profits, rents and other incomes in respect of Schedule "A" Property herein without any interruption or interference by the VENDOR of First and Second Parts or anybody claiming through them.

5. The VENDOR of First and Second Parts declare that the VENDOR/DEVELOPER of Second Part is the absolute owner, possessor and is having subsisting legal, clear and marketable title in and over the Schedule "A" Property.

6. That the VENDOR of First and Second Parts hereby covenant that the Schedule "A" Property hereby alienated are free from all registered or unregistered encumbrances or charges, mortgages, liens, prior assignments of sale or lease or court attachments and is not subjected to any private or public litigation and that there are no prior agreements of sale executed by them.

7. That the VENDOR of First and Second Parts and everyone claiming under them do hereby covenant that upon any reasonable request and at the cost of the VENDEE, they will do, execute and cause to be done all lawful acts, deeds and things for further and more perfectly conveying and assuring the Schedule "A" Property and part thereof to the VENDEE and his representatives according to the intention of the Sale Deed and for effecting the mutation of the VENDEE's name in Panchayath/Municipal records and with other required

authorities and also with the records of the Society/Association to be formed and floated among all the owners of the houses in the lay-out.

8. That the VENDOR of First and Second Parts and everyone claiming under them agree and undertake to indemnify the VENDEE on account of any loss or damage caused to the VENDEE due to any defect in the title of the Vendor in and over the Schedule "A" Property.

9. WELFARE ASSOCIATION:

- a. The VENDOR/DEVELOPER is entitled to co-ordinate among all the owners of the Flats in the Complex by providing all the required information and the Vendee/s is/are hereby agreed for admitting themselves as members in the Association floated under the provisions of West Bengal Apartment Ownership Act, 1972 in the name and style of "....." and any other registrations if required.
- b. The VENDEE/s of Third Part and the person to whom the said premises are permitted to be transferred or successive Vendees from the VENDEE herein, shall from time to time sign all the applications, papers and documents and do all acts, deeds and things as the VENDOR/DEVELOPER of Second Part or Association/Society may require for safeguarding the interest of the VENDOR and/or the VENDEE of Third Part and other owners of the Flats in the complex.
- c. The VENDEE/s of Third Part and the successive owners of the Schedule "A" Property shall observe and perform all the provisions of the bye-laws and/or the rules and regulations of the Association of owners and when required and the additions, alterations or amendments thereof for the observance and carrying out the Building Rules and Regulations of the Authorities and other local and/or public bodies and Bye-laws of the Association/Society of the owners. The VENDEE and successive owners shall observe and perform all the stipulations and conditions laid down

under the Bye- laws of the Association/Society formed among the owners of the Flats in the layout regarding the occupation and use of the said premises and the VENDEE shall pay and contribute regularly and punctually towards rates, cesses, taxes and/or expenses and all other outgoings by way of proportionate monthly maintenance charges.

- d. The Vendee/s shall pay the property tax, gas charges, generator charges, Electricity charges, drinking Water charges and other utility charges and any other payments payable to the concerned authorities regularly from the date of this Sale Deed / Occupancy.

10. The Vendee Covenants:

- a) The Vendee/s shall not erect any permanent or temporary structures in the common areas, corridors, lift-lobbies of the Apartment complex. The Vendee/s shall not extend the railings of the balconies (if any) of the complex for the purpose of drying of cloths, keeping flowerpots etc. or for any other purposes. The Vendee/s shall not be allowed to erect any grills on the corridors / balconies of the Complex and shall not be allowed to use any part of the corridors/common areas as his/her own area except for common usage along with the other owners of the Residential Flats in the Complex. The Vendee/s shall not alter the shape / color of the main door externally.
- b) The Vendee/s shall permit the Developer/Vendor and their surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said land and building/s or any part thereof to view and examine the state and conditions thereof during the period of completion of entire project.
- c) It is expressly agreed that the Developer/Vendor shall be entitled to put a hoarding displaying the name of the Developer/Vendor on the Apartment Complex and the said hoardings may be illuminated or comprising of neon sign and for that purpose Developer/Vendor are fully authorized to allow

temporary or permanent construction or erection in installation either on the exterior of the said buildings or on the said property as the case may be and the Vendee/s agrees not to object or dispute the same.

- d) The said Schedule "A" Property shall be used only for the purpose of Residential accommodation and for no other purposes and shall be held by the VENDEE subject to such Rules and Regulations as may be made applicable by the Developer or the Rules and Regulations, Bye-laws from time to time to be made by the owners/occupants Association to be formed and floated among all the owners of flats in the complex.
- e) The VENDEE shall not do any act, deed or thing whereby any common amenities of Complex is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained.
- f) The VENDEE shall not cause any obstruction or interference in the process of construction/development of the said Flat or the other parts of the said complex.
- g) The Vendee/s shall not erect any permanent or temporary structures in the common areas, corridors, lift-lobbies of the Apartment complex. The Vendee/s shall not extend the railings of the balconies (if any) of the complex for the purpose of drying of cloths, keeping flowerpots etc. or for any other purposes. The Vendee/s shall not be allowed to erect any grills on the corridors / balconies of the Complex and shall not be allowed to use any part of the corridors/common areas as his/her own area except for common usage along with the other owners of the Residential Flats in the Complex. The Vendee/s shall not alter the shape / color of the main door externally.

11. The Vendee/s or himself/themselves with intention to bring all persons unto whatsoever hands the said premises may come, doth/do hereby covenant with the Developer/Vendor as follows:-

- a) To maintain the Schedule "A" Premises, at Vendee's own cost in good tenable repair and condition from the date of possession of the said premises is taken and shall not do or suffered to be done anything in or to the building in which the Schedule "A" Property is situated, staircase or any passages or common areas which may be against the Rules, Regulations or Bye-laws of concerned local or any other Authority as well as bye laws of the Association/Society and the Vendee shall not change/alter or make addition in or to the building in which the said premises is situated and the said premises itself or any part thereof.
- b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to endanger the construction or structure of the building on which the said premises is situated or storing of which goods objected to by the concerned local or other Authorities, Vendee/s shall not carry or cause to be carried heavy package to upper floors which may damage or likely to damage the staircase, lifts, common areas. Any negligence or default of the Vendee/s shall be liable for the consequences of the breach.
- c) To carry out at his/her own cost all internal repairs to the Schedule "A" Premises and maintain the said premises in the same condition, state and order in which it was delivered by the Developer/s to the Vendee/s and shall not do or suffer to be done anything in or to the building in which the said premises is situated.
- d) Not to demolish or cause to be demolished the Schedule "A" Premises or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Complex in which the Schedule "A" Premises is situated and shall keep the portion,

sewers, drains pipes in the Schedule "A" Premises and appurtenances thereto in good tenantable repair and condition and in particular, so as to support, shelter and protect the other parts of the Complex in which the Schedule "A" Premises is situated and shall not chisel or in any other manner causing damage to columns, beams, walls, slabs or R.C.C. parts or other structural members in the said premises without the prior written permission of the Developer/s and/or the Society or the Association of owners of the Complex. The Vendee shall not alter the colour scheme in the balconies, common areas and exterior facade of the Complex.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and building in which the Schedule "A" Premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- f) Not to throw water, dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Schedule "A" Premises in the compound or any portion of the common areas in the said land and the building in which the Schedule "A" Premises is situated.

12. The VENDEE of Third Part has fully satisfied himself/herself: -

- (a) As to the title of the Schedule of properties:
- (b) As to the Development Agreements -cum- GPAs and Allocation/Supplemental Agreements entered into between the VENDORS/LANDOWNERS and the VENDOR/DEVELOPER:
- (c) Building Plans:
- (d) Proposed situation and location of the various internal roads, drive ways, landscaped areas, etc.,
- (e) Proposed location of the recreation club (the Club House):

(f) Proposed open spaces and amenities to be left and /or to be provided in the said complex for common use and purpose of all the VENDEES of the Flats in the Apartment.

(g) Sanctioned plans by the Authorities.

as the VENDEE is purchasing the Schedule "A" Property after fully satisfying with the Vendor/s title and statutory approvals as referred in above, the VENDEE shall not be entitled to raise any objection regarding the title of the Vendor and/or of the said layout plan provided however the Vendor and the Developer shall be entitled to modify or alter the said Building plans as may be advised by the architects or as may be done in pursuance of and/or directives of the Government and/or any other Authorities.

13. **Maintenance**

a) The VENDOR/PROMOTER/DEVELOPER herein has decided to float a Corpus Fund for the entire Residential Apartment Complex which is payable by the ultimate Purchasers of the residential Apartments including the purchaser/s herein and such Corpus Fund is fixed at Rs./- per square feet of salable area of the Schedule "A" Apartment being proportionate contribution towards Corpus Fund. The Purchaser/s herein hereby paid the said amount of Corpus Fund to the VENDOR/PROMOTER/DEVELOPER herein by way- of Cheque dated..... ; bearing No..... drawn onBank,..... Branch.

b) Such fund will be governed and held initially by the VENDOR/PROMOTER/DEVELOPER herein as a custodian and subsequently by the Association and after the construction of Apartment Complex is completed in all respects, the said Corpus Fund will be transferred, handed over and made over to the Association or Society formed among the owners of the Flats in the Apartment Complex after its formation.

- c) The Association shall keep the said Corpus Fund always in a fixed deposit with any Nationalized Bank/top three Private Sector Scheduled Banks in India based on their overall deposit holdings/ Tax free bonds issued by the Government of India or Undertakings of the Government of India and the interest/returns earned on such investments from time to time shall be utilized to meet the long term maintenance expenses and capital expenses to be incurred for repairs and replacement of the major items relating to the common amenities such as lifts, generators, motors, water pumps, common _ lawns, elevators, gates, laying of roads/driveways, periodical painting of exteriors and common areas of the Apartment Complex, pipelines, club infrastructure and facilities, tot lot etc. and if at any point of time, such interest generated/earned on the Corpus Fund is not sufficient to meet such expenditure, such residue/deficit required shall be contributed by all the owners of the Flats in the entire Apartment Complex in the same proportion in which they contribute the monthly maintenance charges.
- d) The Purchaser/s hereby paid to the VENDOR/PROMOTER/DEVELOPER herein, a sum of Rs...../- (Rupees..... only) per Sq. Ft. of Saleable built-up area of the Schedule 'A' Apartment as one-time payment towards "Common Area Maintenance Charges" for an initial period of 3 years with effective from the date on which the VENDOR/PROMOTER/DEVELOPER herein announces that the administration and maintenance of the Apartment Complex or phases of construction has became operational. If any point of time, during the period of above three years, if such onetime payment made towards common area maintenance charges are not sufficient to meet the expenditure to be incurred, the Purchaser/s herein and all other Purchasers/s shall pay such additional sums from time to time as per the demand made by the VENDOR/PROMOTER/DEVELOPER herein without raising any objection of whatsoever nature.

e) After the expiry of the initial period of three (3) years, the VENDOR/PROMOTER/DEVELOPER herein agrees to transfer the administration of maintenance of the common areas of the Apartment Complex to the Owners Association. However, upon expiry of the said initial period of three (3) years, the Purchaser/s herein and all other owners/occupants of the Flats in the project shall regularly pay proportionate monthly maintenance charges to the Owners Association.

f) The Purchaser/s shall permit the VENDOR/PROMOTER/DEVELOPER herein and/or Maintenance Company and/or Association as the case may be, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule "A" Flat or any part thereof for the purpose of repairing, maintaining, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for the Schedule "A" Flat and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Schedule "A" Flat if defaulted in paying their share of the water, electricity and other charges and proportionate common areas and facilities monthly maintenance charges.

14. CLUB AREA/AMENITIES BLOCK, ITS FACILITIES:

a) The Club Area/Club Facilities/Amenities Block will be provided by the VENDOR/PROMOTER/DEVELOPER herein in a particular earmarked space in the Apartment Complex to be constructed on the Schedule Project Land and the VENDOR/PROMOTER/DEVELOPER herein providing Club Area/Club Facilities/Amenities area for the use and enjoyment of all owners/occupants of all the residential Flats. All the Purchaser/s of the Flats in the entire project shall be irrevocably entitled to use and enjoy the facilities available in the Club Area/Club Facilities/ Amenities area according to the terms and conditions and payment of the user charges as prescribed by

VENDOR/PROMOTER/DEVELOPER herein or by Agency appointed by VENDOR/PROMOTER/DEVELOPER herein undertaking the administration of maintenance of such club house or as per the Bye-laws to be framed and formulated from time to time by the Association formed among the owners of the Flats in the entire project as the case may be to administer, run and manage the amenities.

b) The Club Area/Club Facilities/Amenities area and facilities will be handed over by the VENDOR/PROMOTER/DEVELOPER herein to the Association at the time of handing over the administration of maintenance of common amenities and facilities and on such handing over, the club area, its facilities/amenities Area shall be to the exclusive ownership and possession of the association representing all the owners of Flats as its members.

c) The facilities of the Club Area/Club Facilities/Amenities Area are available for the benefit of the Purchaser/s / owners /occupants of all the Flats in the entire Complex and in the event of transfer of ownership of Schedule "A" Residential Flat by the Purchaser/s herein, such transferee will be automatically entitled to the benefits of the Club Area/Club Facilities/Amenities Area and its facilities and the transferor shall cease to be the member of the Club Area/Club Facilities/Amenities Block.

d) As long as the administration of maintenance of common areas, amenities and facilities are undertaken by the VENDOR/PROMOTER/DEVELOPER herein, the VENDOR/PROMOTER/ DEVELOPER herein shall also undertake the administration of the Club House Facilities. It is further agreed that VENDOR/PROMOTER /DEVELOPER herein either by itself or through an agency appointed by it can undertake administration of maintenance of Club Facilities and thereafter the activities of the Club House shall be run by the Owners' Association/s as envisaged under this Agreement. The Purchaser/s and other users of the Club House are liable to pay the user charges for the facilities provided in the Club as may be fixed from time to time by the

VENDOR/PROMOTER/DEVELOPER herein or such Agency undertaking the maintenance of Club House or the Owners' Association as the case may be.

e) The VENDOR/PROMOTER/DEVELOPER herein shall have absolute authority and discretion to provide licenses, contracts and permits to various agencies for establishment of various services and facilities etc. All the contracts to be entered by the VENDOR/PROMOTER/DEVELOPER herein with various agencies for providing the above facilities and common area maintenance, security, and their tenure shall be binding on the Association to be formed among the owners of the Flats to whom the VENDOR/PROMOTER/DEVELOPER herein will hand over the Club House and its facilities as well as administration of maintenance of common areas, amenities and facilities.

f) The Vendor/Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of Purchasers/Allottees of all the Flats and the cost of maintenance shall be borne by the owners of the Flats in their respective occupation.

g) All other infrastructural facilities, including the equipment like mechanical, electrical or electronic equipment etc., shall always be covered by appropriate annual maintenance agreements and insurance agreements with the authorized service providers and the costs of such AMC and Insurance shall be part of the maintenance charges payable by the occupants. Unless the possession is delivered to the Purchaser/Allottee, the Vendor/Developer shall be the occupant in respect of any Flat.

15. The VENDOR/DEVELOPER has handed over photocopies of all the title documents and other relevant documents to the VENDEE.

16. The right of the VENDEE shall remain restricted to the said Flat and in no event, the VENDEE shall be entitled and hereby agrees not to claim any

right in respect of the other parts or portions of the said Layout (except the common amenities which the VENDEE is entitled to along with other Flat owners).

17. The Complex will be known as “.....” and the same cannot be changed for ever.

SCHEDULE PROJECT LAND

ALL THAT piece and parcel of land admeasuring about 10 Cottahs)) Chattak and 00 Sq.ft be the same a little more or less situated and lying ay and being Premises No. 25 A Harish Mukherjee Road, in the Municipal Town of Kolkata under KMC Ward 71 within Police Station Bhowanipore, Post Office: Gokhale Road, with the District of South 24 Paragagns, Kolkata : 700 025 being KMC Assessee No. being butted and bound by

North

East

West

South

SCHEDULE “A” PROPERTY

(The Property hereby agreed to be sold to the Purchaser/s)

All that the Semi finished Residential Flat admeasuringSq.ft equivalent toSq. Mtr. of Saleable built-up area comprising of Carpet area, outer walls area, Exclusive Balcony area, Exclusive Varandah area, and proportionate common areas bearing Residential Flat No. on Floor in Block No. , along with car parking spaces bearing Parking Lot Nos.

& in the Residential Apartment Complex known as “.....” (together with entitled undivided share of land equivalent to Sq. Yards out of the Schedule Project Land which will be transferred to the Association). Together with rights, liberties, easements and appurtenances attached thereto.

IN WITNESS WHEREOF this Sale Deed is entered into between the Vendor and VENDEE on the day, month and year aforementioned.

VENDORS/LANDOWNERS OF FIRST PART,

Rep. by their GPA holder

WITNESSES:

1. VENDOR/ DEVELOPER OF SECOND PART

2. VENDEE OF THIRD PART

HARSHITA DEVELOPERS PRIVATE LIMITED


Director/Authorised Signatory