

SALE DEED

VALUED AT RS.

THIS DEED OF SALE is made on thisday of July 2024

BETWEEN

"EAST HOOGHLY CONSTRUCTIONS PRIVATE LIMITED" (PAN: AAFCE7079R) (TAN: CALE05823G)(CIN: U70109WB2019PTC234760)(Date of Incorporation 15.11.2019), a Private Limited Company, Registered under the Companies Act, 2013 (as Amended up to date), having its registered office at Super Market, Chinsurah Station Road, P.O. Chinsurah (R.S), P.S.- Chinsurah, Dist. Hooghly, Pin No. 712102, West Bengal, India, represented by its Director (**Vide Resolution No. EHCPL/GV/10-2023, dt 22-03-2024 by the Board of Directors**) - **SRI MAINAK MONDAL** (PAN: AEIPM8633F) (AADHAAR NO.7175 7688 7150) (Date of Birth 15.10.1978), Son of Sri Dilip Kumar Mondal, by Religion— Hindu (Indian Citizen), by Occupation—Business, residing at Uttarayan, P.O. Chinsurah (R.S), P.S. Chinsurah, Dist. Hooghly, Pin No. 712102, West Bengal, India, , hereinafter referred to as the **"VENDOR/ LAND OWNER/DEVELOPER/ PROMOTER"** (which expression shall unless excluded by or repugnant to the context be deemed and mean to include its/his heirs, legal representatives administrators, executors and assigns as the case may be) of the **FIRST PART.**

A N D

(1)(PAN:.....) (AADHAAR NO.....),
Son/Wife/Daughter of, by Religion—..... (Indian Citizen), by Occupation—.....;

(2).....(PAN:.....) (AADHAAR NO.....),
Son/Wife/Daughter of, by Religion—..... (Indian Citizen), by Occupation—....., both residing at, hereinafter referred to and called the **"PURCHASER(S)"** (which expression shall unless excluded by or repugnant to the context shall mean and include their legal heirs, representatives, successors—in-office, administrators or assigns as the case may be) of the **OTHER PART.**

WHEREAS All THAT piece and parcel of "Commercial Bastu" (converted from "Shali" to "Commercial Bastu", vide Conversion Case No. CN/ 2021/ 0601/ 656, Dated 26.03.2021 by the B.L & L.R.O, Chinsurah-Mogra Block) properly mentioned in the Schedule Part-I admeasuring **0.05** (Zero point Zero Five)Acre or **05** (Zero Five) Decimal appertaining to mutated L.R Khatian No.

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Project: Green View Housing Complex

Mainak Mondal
Director

7777, R.S. Dag No.1625, L.R Dag No. 1626, under within ambit of Mouza- Simla, J.L. No.16, P.S. Chinsurah, District-Hooghly, owned and possessed by the "EAST HOOGLY CONSTRUCTIONS PRIVATE LIMITED" (PAN:AAFCE7079R) (TAN: CALE05823G) (CIN: U70109WB2019PTC234760), a Private Limited Company, Registered under the Companies Act, 2013 (as Amended up to date), represented by its Directors: (1) SRI KRISHNA CHANDRA MONDAL (PAN: AFCPM4341K) (AADHAAR NO.9908 4645 8320) and (2) SRI MAINAK MONDAL (PAN: AEIPM8633F) (AADHAAR NO.7175 7688 7150), who purchased from one Sri Probir Sengupta, Son of Late Pijush Kanti Sengupta on 21.07.2020, vide Book No. I, Vol. No. 1901-2020, Page from 94601 to 94628, Being No. 190101933, for the Year 2020, registered in the Office of the A.R.A-I, Kolkata and since acquiring the said plot of land established absolute right, title, interest and possession over the Schedule Mentioned property Part-I and mutated his name in the L.R.R.O.R, in a separate Khatian being no. 7777 and regularly paying all the Govt. taxes and khaznas over the Schedule mentioned property.

WHEREAS All piece and parcel of "Bastu" Land properly mentioned in the Schedule Part-II admeasuring 0.58 Acre or 58 Decimal appertaining to R.S. Dag No. 1625 under R.S Khatian No.17,within ambit of Mouza- Simla,J.L. No.16,P.S. Chinsurah,Dist.-Hooghly,which was originally belonged to Sri Arjun Chandra Bakule, Son of Raj Krishna Bakule of Vill. Simla, P.S- Chinsurah, Dist.- Hooghly, who acquired the same by way of inheritance.

AND WHEREAS Said Sri Arjun Chandra Bakule transferred the said "Bastu" Land admeasuring 58 Decimal appertaining to R.S Dag No.1625 under R.S. Khatian No. 17,within ambit of Mouza: Simla, J.L. No.16, P.S. Chinsurah, District Hooghly, in favour of Sri Satya Ranjan Roy, Son of Late Akshay Kumar Roy and Sri Indu Bhusan Sengupta, Son of Late Bindu Bhusan Sengupta, both residing at Govt. Krishi Kshetra, P.S- Chinsurah, Dist. Hooghly, by executing a DEED OF SALE dated 19.07.1948 which was registered at the Office of District Registrar, Hooghly and recorded in Book No.I, Volume No. 36, Pages from 286 to 288, being No.3198 for the year 1948.

AND WHEREAS Satya Ranjan Roy and Indu Bhusan Sengupta amicably partitioned the said 58 Decimal of "Bastu" Land of R.S. Dag No.1625, by metes and bounds by executing a DEED OF PARTITION dated 27.09.1948 which was registered at the Office of District Sub-Registrar, Hooghly and recorded in Book No. I, Volume No. 60, Pages from 5 to 10, being No.4056 for the year 1948.

AND WHEREAS By virtue of the said DEED OF PARTITION being No.4056 for the Year 1948, said Indu Bhusan Sengupta, being the Second Part absolutely got and acquired 29 Decimals or 17 Katha 08 Chatak 37 Sq.ft., which is specifically mentioned in (KA) Schedule and demarcated by Schedule (KA) & (GA) of the said Deed and in the Deed Plan therein.

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Director

AND WHEREAS The said R.S Dag 1625 is/was recorded in L.R Dag No.1631 of L.R. Settlement Record and Indu Bhusan Sengupta mutated his name in the L.R. Settlement Record having sixteen annas share out of (more or less) 0.26 Acre or 26 Decimal Land instead of 29 Decimal or 17 Katha 08 Chatak 37 Sq.ft. of Land.

AND WHEREAS Said Indu Bhusan Sengupta while in possession of the said property died intestate on 10.09.1980 (his wife namely Smt. Kusum Kumari Sengupta died on 21.03.1982 and his sole daughter namely Rubi Sengupta was a unmarried person and died on 04.08.1995 and registered on 09.08.1995 by Kolkata Municipal Corporation, Health Department) leaving behind three sons namely (i) Sri Piyush Kanti Sengupta, (ii) Sri Alope Kumar Sengupta and (iii) Sri Ashoke Kumar Sengupta as his only legal and successors and said legal heirs became the joint absolute owners of the 0.26 Acre or 26 Decimal of "Bastu" Land appertaining to R.S. Dag No.1625 under R.S. Khatian No.17, within ambit of Mouza: Simla, J.L. No.16, P.S. Chinsurah, Dist.-Hooghly left by Indu Bhusan Sengupta by way of inheritance having equal/joint share to be extent 1/3rd share each.

AND WHEREAS Said Ashoke Kumar Sengupta died intestate on 08.11.2006 (his wife namely Smt. Sibani Sengupta died earlier to his death on 10.10.1995) leaving behind one son namely (i) Sri Kalyan Sengupta and one married daughter namely (ii) Smt. Mousumi Gupta as his only legal heirs and successors and said legal heirs became the joint absolute owners of the above mentioned 1/3rd share of Land left by Ashoke Kumar Sengupta by way of inheritance having equal share to be extent 1/6th share each out of the 0.26 Acre or 26 Decimal of Bastu Land appertaining to R.S. Dag No.1625 under R.S. Khatian No.17, within ambit of Mouza- Simla, J.L. No.16, P.S. Chinsurah, District Hooghly.

AND WHEREAS Said Piyush Kanti Sengupta died intestate on 12.06.2019 (his wife namely Kalyani Sengupta died earlier on 02.02.2019) leaving behind is three sons namely (i) Sri Probir Sengupta, (ii) Sri Subir Sengupta and (iii) Sri Ranabir Sengupta and one married daughter namely (iv) Smt. Manashi Dutta as is only legal heirs and successors and said legal heirs became the joint absolute owners of the above mentioned 1/3rd share of Land left by Piyush Kanti Sengupta by way of inheritance having equal share to be extent 1/12th share each out of the 0.26 Acre or 26 Decimal of "Bastu" Land appertaining to R.S. Dag No.1625 under R.S. Khatian No.17, within ambit of Mouza- Simla, J.L. No.16, P.S. Chinsurah, District Hooghly.

AND WHEREAS In the events as recited hereinabove the (i) Sri Alope Kumar Sengupta, (ii) Sri Kalyan Sengupta, (iii) Smt. Mousumi Gupta, (iv) Sri Probir Sengupta, (v) Sri Subir Sengupta, (vi) Sri Ranabir Sengupta and (vii) Smt. Manashi Dutta became entitled to the lands & property

containing a demarcated "Bastu" Land admeasuring 0.26 Acre or 26 Decimal appertaining to R.S. Dag No.1625 under R.S. Khatian No.17, corresponding to L.R. Dag No.1631, within ambit of Mouza- Simla, J.L. No.16, P.S. Chinsurah, District Hooghly, in the state of West Bengal.

AND WHEREAS Said (i) Sri Alope Kumar Sengupta, (ii) Sri Kalyan Sengupta, (iii) Smt. Mousumi Gupta, (iv) Sri Probir Sengupta, (v) Sri Subir Sengupta, (vi) Sri Ranabir Sengupta and (vii) Smt. Manashi Dutta mutated their names in the records of B.L & L.R.O, Mogra-Chinsurah Block.

AND WHEREAS That said (i) Sri Alope Kumar Sengupta and (ii) Sri Probir Sengupta have agreed to sell, transfer and convey their undivided/joint Share of **0.1084** (Zero point One Zero Eight Four) Acre or **10.84** (One Zero point Eight Four) Decimal (a little more or less) out of 0.26 Acre or 26 Decimal (a little more or less) of "Bastu" Land appertaining to R.S. Dag No.1625 under R.S. Khatian No.17, corresponding to L.R. Dag No.1631 under mutated L.R. Khatian Nos. 7777, within ambit of Mouza: Simla, J.L. No.16, P.S. Chinsurah, District-Hooghly to "EAST HOOGLY CONSTRUCTIONS PRIVATE LIMITED" (PAN:AAFCE7079R) (TAN: CALE05823G) (CIN: U70109WB2019PTC234760) , a Private Limited Company, Registered under the Companies Act, 2013 (as Amended up to date), having its registered office at Super Market, Chinsurah Station Road,P.O. Chinsurah (R.S),P.S.- Chinsurah,Dist. Hooghly, Pin No. 712102,West Bengal,India, represented by its Directors: (1) SRI KRISHNA CHANDRA MONDAL(PAN: AFCEPM4341K) (AADHAAR NO.9908 4645 8320),Son of Late Sitangshu Sekhar Mondal, by Religion–Hindu (Indian Citizen),by Occupation–Business, residing at Rammandir, Simla,P.O. Chinsurah (R.S), P.S. Chinsurah, Dist.- Hooghly, Pin No. 712102,West Bengal, India, (2) SRI MAINAK MONDAL(PAN:AEIPM8633F)(AADHAAR NO.7175 7688 7150), Son of Sri Dilip Kumar Mondal, by Religion–Hindu(Indian Citizen),by Occupation–Business, residing at Uttarayan, P.O. Chinsurah(R.S.), P.S. Chinsurah, Dist. Hooghly, Pin- 712102, West Bengal, India, on 21.07.2020, vide Book No. I, Vol. No. 1901-2020, Page from 94396 to 94432, Being No. 190102006, for the Year 2020, registered in the Office of the A.R.A-I, Kolkata and mutated his name in the L.R.R.O.R, in a separate Khatian being no. 7777 and regularly paying all the Govt. taxes and khaznas over the Schedule mentioned property.

WHEREAS All piece and parcel of "Bastu" Land properly mentioned in the Schedule Part-III admeasuring 0.58 Acre or 58 Decimal appertaining to R.S. Dag No.1625 under R.S. Khatian No.17, within ambit of Mouza- Simla, J.L. No.16, P.S. Chinsurah, Dist.- Hooghly, which was originally belonged to Sri Arjun Chandra Bakule, Son of Raj Krishna Bakule of Vill. Simla, P.S- Chinsurah, Dist.- Hooghly, who acquired the same by way of inheritance.

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Director

AND WHEREAS Said Sri Arjun Chandra Bakule transferred the said "Bastu" Land admeasuring 58 Decimal appertaining to R.S. Dag No.1625 under R.S. Khatian No.17, within ambit of Mouza: Simla, J.L. No.16, P.S. Chinsurah, District Hooghly, in favour of Sri Satya Ranjan Roy, Son of Late Akshay Kumar Roy and Sri Indu Bhusan Sengupta, Son of Late Bindu Bhusan Sengupta, both residing at Govt. Krishi Kshetra, P.S- Chinsurah, Dist. Hooghly, by executing a DEED OF SALE dated 19.07.1948 which was registered at the Office of District Registrar, Hooghly and recorded in Book No.I, Volume No. 36, Pages from 286 to 288, being No.3198 for the year 1948.

AND WHEREAS Satya Ranjan Roy and Indu Bhusan Sengupta amicably partitioned the said 58 Decimal of "Bastu" Land of R.S. Dag No.1625, by metes and bounds by executing a DEED OF PARTITION dated 27.09.1948 which was registered at the Office of District Sub-Registrar, Hooghly and recorded in Book No. I, Volume No. 60, Pages from 5 to 10, being No.4056 for the year 1948.

AND WHEREAS By virtue of the said DEED OF PARTITION being No.4056 for the Year 1948, said Indu Bhusan Sengupta, being the Second Part absolutely got and acquired 29 Decimals or 17 Katha 08 Chatak 37 Sq.ft., which is specifically mentioned in (KA) Schedule and demarcated by Schedule (KA) & (GA) of the said Deed and in the Deed Plan therein.

AND WHEREAS That said R.S. Dag 1625 is/was recorded in L.R. Dag No.1631 of L.R. Settlement Record and Indu Bhusan Sengupta having sixteen annas share out of (more or less) 0.26 Acre or 26 Decimal Land instead of 29 Decimal or 17 Katha 08 Chatak 37 Sq.ft. of Land.

AND WHEREAS Said Indu Bhusan Sengupta while in possession of the said property died intestate on 10.09.1980 (his wife namely Smt. Kusum Kumari Sengupta died on 21.03.1982 and his sole daughter namely Rubi Sengupta was a unmarried person and died on 04.08.1995 and registered on 09.08.1995 by Kolkata Municipal Corporation, Health Department) leaving behind three sons namely (i) Sri Piyush Kanti Sengupta, (ii) Sri Alope Kumar Sengupta and (iii) Sri Ashoke Kumar Sengupta as his only legal and successors and said legal heirs became the joint absolute owners of the 0.26 Acre or 26 Decimal of "Bastu" Land appertaining to R.S. Dag No.1625 under R.S. Khatian No.17, within ambit of Mouza: Simla, J.L. No.16, P.S. Chinsurah, Dist.-Hooghly left by Indu Bhusan Sengupta by way of inheritance having equal/joint share to be extent $1/3^{\text{rd}}$ share each.

AND WHEREAS Said Ashoke Kumar Sengupta died intestate on 08.11.2006 (his wife namely Smt. Sibani Sengupta died earlier to his death on 10.10.1995) leaving behind one son namely (i) Sri Kalyan Sengupta and one married daughter namely (ii) Smt. Mousumi Gupta as his only legal heirs and successors and said legal heirs became the joint absolute owners of the above mentioned $1/3^{\text{rd}}$ share of Land left by Ashoke Kumar Sengupta by way of inheritance having equal

share to be extent 1/6th share each out of the 0.26 Acre or 26 Decimal of Bastu Land appertaining to R.S. Dag No.1625 under R.S. Khatian No.17, within ambit of Mouza- Simla, J.L. No.16, P.S. Chinsurah, District Hooghly.

AND WHEREAS Said Piyush Kanti Sengupta died intestate on 12.06.2019 (his wife namely Kalyani Sengupta died earlier on 02.02.2019) leaving behind is three sons namely (i) Sri Probir Sengupta, (ii) Sri Subir Sengupta and (iii) Sri Ranabir Sengupta and one married daughter namely (iv) Smt. Manashi Dutta as is only legal heirs and successors and said legal heirs became the joint absolute owners of the above mentioned 1/3rd share of Land left by Piyush Kanti Sengupta by way of inheritance having equal share to be extent 1/12th share each out of the 0.26 Acre or 26 Decimal of "Bastu" Land appertaining to R.S. Dag No.1625 under R.S. Khatian No.17, within ambit of Mouza- Simla, J.L. No. 16, P.S. Chinsurah, District Hooghly.

AND WHEREAS In the events as recited hereinabove the (i) Sri Alope Kumar Sengupta, (ii) Sri Kalyan Sengupta, (iii) Smt. Mousumi Gupta, (iv) Sri Probir Sengupta, (v) Sri Subir Sengupta, (vi) Sri Ranabir Sengupta and (vii) Smt. Manashi Dutta became entitled to the lands & property containing a demarcated "Bastu" Land with structure admeasuring 0.26 Acre or 26 Decimal appertaining to R.S. Dag No.1625 under R.S. Khatian No.17, corresponding to L.R. Dag No.1631, within ambit of Mouza- Simla, J.L. No.16, P.S. Chinsurah, District Hooghly.

AND WHEREAS Said (i) Sri Alope Kumar Sengupta, (ii) Sri Kalyan Sengupta, (iii) Smt. Mousumi Gupta, (iv) Sri Probir Sengupta, (v) Sri Subir Sengupta, (vi) Sri Ranabir Sengupta and (vii) Smt. Manashi Dutta mutated their names in the records of B.L & L.R.O, Mogra-Chinsurah Block.

AND WHEREAS That said (i) Sri Subir Sengupta, (ii) Sri Ranabir Sengupta and other Co-Owners (i) Sri Alope Kumar Sengupta, (ii) Sri Kalyan Sengupta, (iii) Smt. Mousumi Gupta, (iv) Sri Probir Sengupta, and (v) Smt. Manashi Dutta and are in uninterrupted and unhindered possession and occupation of the said Property.

AND WHEREAS That said (i) Sri Subir Sengupta, (ii) Sri Ranabir Sengupta have agreed to sell, transfer and convey their undivided/joint Share of **0.0433** (Zero point Zero Four Three Three) Acre or **4.33** (Four point Three Three) Decimal (a little more or less) out of 0.26 Acre or 26 Decimal (a little more or less) of "Bastu" Land appertaining to R.S. Dag No.1625 under R.S. Khatian No.17, corresponding to L.R. Dag No.1631 under mutated L.R. Khatian No. 7777, within ambit of Mouza: Simla, J.L.No.16, P.S.Chinsurah, District-Hooghly to "EAST HOOGLY CONSTRUCTIONS PRIVATE LIMITED" (PAN: AAFCE7079R)(TAN: CALE05823G) (CIN:U70109WB2019PTC234760), a Private Limited Company, Registered under the Companies Act, 2013 (as Amended up to date), having its

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Pranab Mondal
Director

registered office at Super Market, Chinsurah Station Road, P.O. Chinsurah (R.S),P.S.- Chinsurah, Dist. Hooghly, Pin No.712102,West Bengal, India, represented by its Directors: (1)SRI KRISHNA CHANDRA MONDAL(PAN: AFCPM4341K) (AADHAAR NO.9908 4645 8320),Son of Late Sitangshu Sekhar Mondal, by Religion–Hindu (Indian Citizen),by Occupation–Business, residing at Rammandir, Simla, P.O. Chinsurah(R.S),P.S. Chinsurah, Dist.-Hooghly, Pin No. 712102, West Bengal, India, (2) SRI MAINAK MONDAL(PAN: AEIPM8633F) (AADHAAR NO.7175 7688 7150),Son of Sri Dilip Kumar Mondal, by Religion– Hindu (Indian Citizen), by Occupation–Business, residing at Uttarayan, P.O. Chinsurah (R.S.), P.S. Chinsurah, Dist. Hooghly, Pin- 712102, West Bengal, India, on 21.07.2020, vide Book No. I, Vol. No. 1901-2020, Page from 94357 to 94395, Being No. 190102007, for the Year 2020, registered in the Office of the A.R.A-I, Kolkata and mutated his name in the L.R.R.O.R, in a separate Khatian being no. 7777 and regularly paying all the Govt. taxes and khaznas over the Schedule mentioned property.

WHEREAS All piece and parcel of "Bastu" Land properly mentioned in the Schedule Part-IV admeasuring 0.58 Acre or 58 Decimal appertaining to R.S. Dag No.1625 under R.S. Khatian No.17, within ambit of Mouza- Simla, J.L. No.16, P.S. Chinsurah, Dist.- Hooghly, which was originally belonged to Sri Arjun Chandra Bakule, Son of Raj Krishna Bakule of Vill. Simla, P.S- Chinsurah, Dist.- Hooghly, who acquired the same by way of inheritance.

AND WHEREAS Said Sri Arjun Chandra Bakule transferred the said "Bastu" Land admeasuring 58 Decimal appertaining to R.S. Dag No.1625 under R.S. Khatian No. 17,within ambit of Mouza: Simla, J.L. No.16, P.S. Chinsurah, District Hooghly, in favour of Sri Satya Ranjan Roy, Son of Late Akshay Kumar Roy and Sri Indu Bhusan Sengupta, Son of Late Bindu Bhusan Sengupta, both residing at Govt. Krishi Kshetra, P.S- Chinsurah, Dist. Hooghly, by executing a DEED OF SALE dated 19.07.1948 which was registered at the Office of District Registrar, Hooghly and recorded in Book No.I, Volume No. 36, Pages from 286 to 288, being No.3198 for the year 1948.

AND WHEREAS Satya Ranjan Roy and Indu Bhusan Sengupta amicably partitioned the said 58 Decimal of "Bastu" Land of R.S. Dag No.1625, by metes and bounds by executing a DEED OF PARTITION dated 27.09.1948 which was registered at the Office of District Sub-Registrar, Hooghly and recorded in Book No. I, Vol. No. 60, Pages from 5 to 10, being No.4056 for the year 1948.

AND WHEREAS By virtue of the said DEED OF PARTITION being No.4056 for the Year 1948, said Indu Bhusan Sengupta, being the Second Part absolutely got and acquired 29 Decimals or 17 Katha 08 Chatak 37 Sq.ft.,which is specifically mentioned in (KA) Schedule and demarcated by Schedule (KA) & (GA) of the said Deed and in the Deed Plan therein.

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Pravin Mondal
Director

AND WHEREAS That said R.S. Dag 1625 is/was recorded in L.R. Dag No.1631 of L.R. Settlement Record and Indu Bhusan Sengupta mutated his name in the L.R. Settlement Record in having sixteen annas share out of (more or less) 0.26 Acre or 26 Decimal Land instead of 29 Decimal or 17 Katha 08 Chatak 37 Sq.ft. of Land.

AND WHEREAS Said Indu Bhusan Sengupta while in possession of the said property died intestate on 10.09.1980 (his wife namely Smt. Kusum Kumari Sengupta died on 21.03.1982 and his sole daughter namely Rubi Sengupta was a unmarried person and died on 04.08.1995 and registered on 09.08.1995 by Kolkata Municipal Corporation, Health Department) leaving behind three sons namely (i) Sri Piyush Kanti Sengupta, (ii) Sri Alope Kumar Sengupta and (iii) Sri Ashoke Kumar Sengupta as his only legal and successors and said legal heirs became the joint absolute owners of the 0.26 Acre or 26 Decimal of "Bastu" Land appertaining to R.S. Dag No.1625 under R.S. Khatian No.17, within ambit of Mouza: Simla, J.L. No.16, P.S. Chinsurah, Dist.-Hooghly left by Indu Bhusan Sengupta by way of inheritance having equal/joint share to be extent 1/3rd share each.

AND WHEREAS Said Ashoke Kumar Sengupta died intestate on 08.11.2006 (his wife namely Smt. Sibani Sengupta died earlier to his death on 10.10.1995) leaving behind one son namely (i) Sri Kalyan Sengupta and one married daughter namely (ii) Smt. Mousumi Gupta as his only legal heirs and successors and said legal heirs became the joint absolute owners of the above mentioned 1/3rd share of Land left by Ashoke Kumar Sengupta by way of inheritance having equal share to be extent 1/6th share each out of the 0.26 Acre or 26 Decimal of "Bastu" Land appertaining to R.S. Dag No.1625 under R.S. Khatian No.17, within ambit of Mouza- Simla, J.L.No.16, P.S. Chinsurah, Dist.- Hooghly.

AND WHEREAS Said Piyush Kanti Sengupta died intestate on 12.06.2019 (his wife namely Kalyani Sengupta died earlier on 02.02.2019) leaving behind is three sons namely (i) Sri Probir Sengupta, (ii) Sri Subir Sengupta and (iii) Sri Ranabir Sengupta and one married daughter namely (iv) Smt. Manashi Dutta as is only legal heirs and successors and said legal heirs became the joint absolute owners of the above mentioned 1/3rd share of Land left by Piyush Kanti Sengupta by way of inheritance having equal share to be extent 1/12th share each out of the 0.26 Acre or 26 Decimal of "Bastu" Land appertaining to R.S. Dag No.1625 under R.S. Khatian No.17, within ambit of Mouza- Simla, J.L. No.16, P.S. Chinsurah, District Hooghly.

AND WHEREAS In the events as recited hereinabove the (i) Sri Alope Kumar Sengupta, (ii) Sri Kalyan Sengupta, (iii) Smt. Mousumi Gupta, (iv) Sri Probir Sengupta, (v) Sri Subir Sengupta, (vi) Sri Ranabir Sengupta and (vii) Smt. Manashi Dutta became entitled to the lands & property containing

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Moumita Mondal
Director

a demarcated "Bastu" Land with structure admeasuring 0.26 Acre or 26 Decimal appertaining to R.S. Dag No.1625 under R.S. Khatian No.17, corresponding to L.R. Dag No.1631, within ambit of Mouza- Simla, J.L. No. 16, P.S. Chinsurah, Dist. Hooghly,

AND WHEREAS Said(i) Sri Alope Kumar Sengupta, (ii) Sri Kalyan Sengupta, (iii) Smt. Mousumi Gupta, (iv) Sri Probir Sengupta, (v) Sri Subir Sengupta, (vi) Sri Ranabir Sengupta and (vii) Smt. Manashi Dutta mutated their names in the records of B.L&L.R.O, Mogra-Chinsurah Block.

AND WHEREAS The said (i) Smt. Mousumi Gupta (ii) Sri Kalyan Sengupta and (iii) Smt. Manashi Dutta and other Co-Owners (i) Sri Alope Kumar Sengupta, (ii) Sri Probir Sengupta, (iii) Sri Subir Sengupta, (iv) Sri Ranabir Sengupta and are in uninterrupted and unhindered possession and occupation of the said Property .

AND WHEREAS The said (i) Smt. Mousumi Gupta (ii) Sri Kalyan Sengupta and (iii) Smt. Manashi Dutta have agreed to sell, transfer and convey their undivided/joint Share of **0.1083** (Zero point One Zero Eight Three) Acre or **10.83** (One Zero point Eight Three) Decimal (a little more or less) out of 0.26 Acre or 26 Decimal (a little more or less) of "Bastu" Land appertaining to R.S. Dag No.1625 under R.S. Khatian No.17, corresponding to L.R. Dag No.1631 under mutated L.R. Khatian No 7777, within ambit of Mouza: Simla, J.L. No.16, P.S. Chinsurah, District-Hooghly "**EAST HOOGHLY CONSTRUCTIONS PRIVATE LIMITED**" (**PAN:AAFCE7079R**) (**TAN:CALE05823G**) (**CIN:U70109WB2019PTC 234760**), a Private Limited Company, Registered under the Companies Act,2013 (as Amended up to date), having its registered office at Super Market, Chinsurah Station Road,P.O.Chinsurah (R.S), P.S.-Chinsurah, Dist. Hooghly, Pin 712102, West Bengal, India, represented by its Directors: (1)SRI KRISHNA CHANDRA MONDAL (PAN: AFCPM4341K) (AADHAAR NO.9908 4645 8320),Son of Late Sitangshu Sekhar Mondal, by Religion–Hindu (Indian Citizen),by Occupation–Business, residing at Rammandir, Simla,P.O. Chinsurah (R.S), P.S. Chinsurah, Dist.-Hooghly, Pin No.712102,West Bengal,India, (2) SRI MAINAK MONDAL (PAN: AEIPM8633F) (AADHAAR NO.7175 7688 7150),Son of Sri Dilip Kumar Mondal, by Religion–Hindu(Indian Citizen),by Occupation–Business, residing at Uttarayan,P.O. Chinsurah(R.S.), P.S. Chinsurah, Dist. Hooghly, Pin- 712102, West Bengal, India, on 21.07.2020, vide Book No. I, Vol. No. 1901-2020, Page from 94433 to 94474, Being No. 190102008, for the Year 2020, registered in the Office of the A.R.A-I, Kolkata and mutated his name in the L.R.R.O.R, in a separate Khatian being no. 7777 and regularly paying all the Govt. taxes and khaznas over the Schedule mentioned property.

AND WHEREAS the property mentioned in the *First schedule* herein below written is free from all encumbrances.

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Mainak Mondal
Director

AND WHEREAS the Vendor/Land Owner /Developer/Promoter has decided to develop the below Schedule mentioned Property enumerated in the First Schedule hereunder written to build multistoried building on the said premises comprising of several flats, shops, garages etc. by constructing new multistoried building(s) thereon in accordance with the plan sanctioned by the Office of the Hooghly Zilla Parishad, Hooghly.

AND WHEREAS the Vendor/Land Owner /Developer/Promoter has submitted the Building Plan before the authority of the Hooghly Zilla Parishad and which is duly sanctioned by the said Hooghly Zilla Parishad on 08-09-2023 vide **APPROVAL ID.** HZ24I8Y76. The said Vendor/Land Owner /Developer/Promoter afterwards started all activities towards the construction on the First Schedule property in accordance with the said Sanction Plan sanctioned by the Hooghly Zilla Parishad **AND WHEREAS** after completion of the said multi-storied building named and style of "**GREEN VIEW HOUSING COMPLEX**, situated at Opposite Chinsurah Rice Research Centre, Gate No. 2, P.O- Chinsurah (RS), P.S- Chinsurah, Dist.- Hooghly, Pin No. 712102, West Bengal, India and the Vendor/Land Owner/Developer/ Promoter were in search of intending **PURCHASERS** for selling the *Third Schedule* property. The *Other Part/PURCHASERS* knowing the intention of the First Party have approached and requested the said First Party to sell the *Third Schedule* property.

AND WHEREAS PURCHASERS the party hereto of the *Other Part* making necessary inspection all documents being satisfied with the title of the property as well as being satisfied with the construction have agreed to purchase & made proposal to the Vendor/Land Owner /Developer/Promoter have agreed to sell the one **BHK RESIDENTIAL FLAT NO. " "**, in Block No : on the **FLOOR** of the said building having a **CARPET AREA** of (.....) Sq.ft. and **SUPER BUILT AREA** of.....(.....) Sq ft. at a consideration of Rs..... (Rupees) only and one **COVERED GARAGE BEING NO. "....."**, on the **Ground Floor** of the said building having a **COVERED AREA** of (.....) (More or Less) Sq. ft. at a consideration of Rs..... (.....) only at "**GREEN VIEW HOUSING COMPLEX**", at a total consideration amount of Rs. () only (**including GST**), specifically mentioned in the *Third Schedule* hereunder written with sole, exclusive, transferable and revocable right to use the same together with undivided proportionate share or interest in the common parts and common services of the building as described in the *Fourth Schedule* hereunder as also shown in the Map enclosed hereto which is to be treated as part and parcel of this Deed.

AND WHEREAS the common parts and common services of the building are fully described in the *Fourth Schedule* hereunder.

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Pranab Mondal
Director

AND WHEREAS subsequently the piece of the land proportionate to the area of the *Flat and Garage* mentioned in *Third Schedule* below along with the cost of construction of the *Flat and Garage* has been settled at a total consideration amount of Rs. (.....) only **(including GST)** and the *PURCHASERS* paid the consideration money by installment which the Vendor/Land Owner /Developer/ Promoter hereby acknowledge to have received.

AND WHEREAS the common parts and common services of the building are fully described in the *Fourth Schedule* hereunder.

NOW THIS INDENTURE WITNESSETH

That in pursuance of the aforesaid agreement and in consideration of aforesaid payment of the entire consideration sum of Rs. (Rupees.....) only **(including GST)** (as per Memo of consideration given below) payment of which the Vendor/Land Owner/Developer/Promoter hereby acknowledge and of and from the same and every part thereof hereby acquit and release the *PURCHASERS* and the said property being the undivided proportionate share in the land described in the *First Schedule* in respect of and calculated on the basis of the area of the *residential flat* described in the *Third Schedule* below as one..... **BHK RESIDENTIAL FLAT NO. " "**, in Block No : on the **FLOOR** of the said building having a **CARPET AREA** of (.....) Sq.ft. and **SUPER BUILT AREA** of.....(.....) Sq ft. at a consideration of Rs..... (Rupees) only and one **COVERED GARAGE BEING NO. "....."**, on the **Ground Floor** of the said building having a **COVERED AREA** of (.....) (More or Less) Sq. ft. at a consideration of Rs..... (.....) only at "**GREEN VIEW HOUSING COMPLEX**", at a total consideration amount of Rs. (.....) only **(including GST)**, specifically mentioned in the *Third Schedule* hereunder written and the *Developers and Land Owner* hereby convey and transfer, assign and assure unto the *PURCHASERS* free all encumbrances, charges, liens, trust, annuities, lispendenses, attachments, debtor and wakf charges, for maintenance and residence and servients or easements with ALL THAT the undivided proportionate share of land and the *Flat and Garage* as aforesaid in the piece and parcel of land hereditament, misusage more fully described in the *First Schedule* in particular the undivided proportionate share in the land underneath in respect of the *Flat and Garage* described in the *Third Schedule* hereinafter referred to as the said property or howsoever otherwise the said property situated butted, bounded, called known, numbered, described and distinguished TOGETHER WITH all rights, liberties, privileges, easements, lights, appendages, appurtenance,

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Moinak Mondal
Director

walls, paths, passages, sewers, drains, water sources and the benefits and advantages to ancient and other right whatsoever to the said property or any part thereof now are or hereto before were hold, used, occupied or enjoyed or reputed to belong or be appurtenant thereto and also compounds, drains, ways, paths, passages, fences and other rights and liberties whatsoever to the said property belonging or in any way appertaining thereto and the reversion or reversions, remainder or remainders, rents, issues and profits thereof and of every part thereof and all the estate, rights, title, interest, property, claims and demands whatsoever both at law and in equity of the Vendor/Land Owner / Developer /Promoter into and upon the same or an part thereof.

TO HAVE AND TO HOLD THE SAID PROPERTY HEREBY GRANTED:-

Conveyed and transferred or expressed or intended so to be and every part thereof unto and to the use of the *PURCHASERS* absolutely and forever to be held as heritable and transferable immovable property within the meaning or any law for the time being in force subject to the provisions of the West Bengal Apartment Ownership Act, 1972 and its subsequent amendments and West Bengal Real Estate Regulatory Authority and its subsequent amendments and all the Rules and Regulations and agreement lawfully made and entered into pursuant to the provisions of the aforesaid Act and also subject to the payment of all rents taxes easements etc. Now chargeable upon the same or which may hereafter become payable in respect thereof to the Govt. of West Bengal, Panchayet Authority, Hooghly Zila Parishad and the Vendor/Land Owner /Developer/Promoter hereby covenant with the *PURCHASERS* that notwithstanding any acts Deeds or things by the Vendor/Land Owner /Developer/Promoter made done or executed or knowingly suffered with the contrary with the Vendor/Land Owner /Developer/Promoter, now the good right and full and absolute power and indefeasible title to transfer the said property hereby sold and conveyed or expressed or intended so to be with the appurtenance unto the *PURCHASERS* in manner aforesaid AND the *PURCHASERS* shall and may at all times hereinafter peaceably and quickly possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof without any lawful eviction interruption, claim of demand whatsoever from or the Vendor/Land Owner /Developer/ Promoter or any person or persons lawfully or equitably claiming from under or through then free and clear and freely and clearly absolutely acquire exonerated and released or otherwise by and at the cost and expenses of the Vendor/Land Owner /Developer/ Promoter well and sufficiently saved, and indemnified and keep indemnified on and from and against all manner or claims, charges, liens, debts, attachments, encumbrances, debtor, wakf charges or maintenances and residence whatsoever made or suffered or created by the Vendor/Land Owner/Developer/Promoter or their predecessors in

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Manish Mondal
Director

interest or any persons lawfully equitably claiming any estate or interest or any person lawfully or equitably claiming any estate or interest in the said property or any part thereof from under or in trust for them and the Vendor/Land Owner/Developer/ Promoter will from time to time and at all times hereinafter at the request and cost of the *PURCHASERS* do or execute or cause to be done or executed all such acts, deeds, matters and things whatsoever for furtherance of better or more perfectly assuring the said property and every part and parcel thereof up to and to the use of the *PURCHASERS* in any manner aforesaid or shall or may be reasonable required.

AND IT IS FURTHER AGREED AND DECLARED THE PARTIES AS FOLLOWS:-

- A. That the *PURCHASERS* shall/will abide by the Bye- Laws of the Society / Association to be formed and shall/will bear and pay their proportionate share of part in the common expenses required by the other Apartment/Shop owners.
- B. That the *PURCHASERS* shall/will use the said flat for **residential** purpose and Covered Garage for **Parking the Car** only and for no other purpose.
- C. That that the *PURCHASERS* shall/will not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement nor add any material structure without, in ever such case, the unanimous consent of all the other flat/shop owners in the building including the Vendors being first obtained.
- D. That the *PURCHASERS* shall/will be liable to pay the proportionate share of Panchayet Tax, Land Tax, G.S.T (as per Govt. rules) etc. and such payment could have been made by the *PURCHASERS* to the *Developers* till the society is not formed by all flat owners.

AND the Vendor/Land Owner /Developer/Promoter have handed over the copies of the documents and hereby covenant with the *PURCHASERS* that the Vendor/Land Owner / Developer/Promoter shall unless prevented by fire or some other inevitable accident and excepted perils from time to time and all times hereafter upon every reasonable request and at the costs of the *PURCHASERS* produce or cause to be produced to the *PURCHASERS* or their Advocate or agent or at any trial Commission, examination or otherwise as occasion shall require all or any of the title deeds for the purpose of showing this title to the said land and premises described in *First and Second Schedule* hereunder written and also at the like request and costs, deliver or cause to be delivered unto the *PURCHASERS* such attached or other copies or extracts of and from the said deeds and writings or any of them as the *PURCHASERS* may require and will in the meantime unless prevented as aforesaid keeps the said deeds and writings safe unobliterated and uncanceled.

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Pravin Kumar Mondal
Director

AND IT IS HEREBY declared and agreed that in case the said Deeds and writings herein before covenanted to be produced or any of them shall at any time hereafter be delivered by the Vendor/Land Owner /Developer/Promoter to any other person or persons they shall thereupon enter into with and deliver to the person or persons for the time being entitled to the benefit of the covenant for production herein before contained and without expenses to them, a covenant for the production and furnishing copies of the said Deeds and writings which shall have been so delivered up similar to the covenant herein before contained then and in such case the said last mentioned covenant shall forthwith be null and void so far as regards the Deeds and writings to which the said substitute covenant shall related. Be it mentioned that by virtue of this Deed of transfer of the *residential flat and Covered Garage*, the *PURCHASERS* have become entitled to the proportionate share of the land and the apartment ownership together with the vertical support of the columns and beams easement rights over the stair, common passage in the *Ground Floor* for egress and the common areas and facilities of the building only required for the use of *residential purpose and Parking the Car* of the *PURCHASERS*. The *PURCHASERS* may mutate her name before the B.L & L.R.O, Mogra-Chinsurah Block, Lichubagan, P.S- Chinsurah, Dist.- Hooghly, local Kodalia-1 Gram Panchayet and also before the concerned authority of Electric Dept. The *PURCHASERS* will have the right of common use of the roof with the other flat owners. The *Map* appended and coloured red with this deed shall be treated as a part and parcel of this Deed.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE LAND)

PART-I

ALL THAT piece and parcel of "**Commercial Bastu**" Land (converted from "Shali" to "Commercial Bastu", vide Conversion Case No. CN/2021/0601/656, Dated 26.03.2021 by the B.L & L.R.O, Chinsurah-Mogra Block)admeasuring **0.05** (Zero point Zero Five) Acre equivalent to **05** (Zero Five) Decimal appertaining to mutated L.R Khatian No. **7777**(Seven Seven Seven Seven), R.S. Dag No.**1625** (One Six Two Five), corresponding to L.R. Dag No.**1626**(One Six Two Six), within ambit of Mouza- **Simla**, J.L. No.**16**, P.S. Chinsurah, District Hooghly, along with all other easement & path rights attached with this property.

PART-II

District: Hooghly, P.S. Chinsurah, Mouza: **Simla**, J.L. No.**16**, R.S. Dag No.**1625** (One Six Two Five) under R.S. Khatian No.**17**, mutated L.R Khatian No. **7777** (Seven Seven Seven Seven), corresponding to L.R. Dag No. **1631**(One Six Three One), Total area of Land admeasuring **0.26** (Zero point Two Six) Acre equivalent to **26** (Twenty Six) Decimal and out of which

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- 1) Undivided/Joint 4/12th share i.e. **0.0867** (Zero point Zero Eight Six Seven) Acre or **8.67** (Eight point Six Seven) Decimal (a little more or less) sold by Sri Alope Kumar Sengupta.
- 2) Undivided/Joint 1/12th share i.e. **0.0217** (Zero point Zero Two One Seven) Acre or **2.17** (Two point One Seven) Decimal (a little more or less) sold by Sri Probir Sengupta.

-Total area of Land **0.1084** (Zero point One Zero Eight Four) Acre or **10.84** (One Zero point Eight Four) Decimal (a little more or less) along with every rights of easement whatsoever.

PART-III

District: Hooghly, P.S. Chinsurah, Mouza: **Simla**, J.L. No.16, R.S. Dag No.1625 (One Six Two Five) under R.S. Khatian No.17, mutated L.R Khatian No. 7777 (Seven Seven Seven Seven) corresponding to L.R. Dag No.1631(One Six Three One), Total area of Land admeasuring **0.26**(Zero point Two Six) Acre equivalent to **26** (Twenty Six) Decimal and out of which-

1. Undivided 1/12th share i.e. **0.0217** (Zero point Zero Two One Seven) Acre or **2.17** (Two point One Seven) Decimal (a little more or less) sold by Sri Subir Sengupta.
2. Undivided 1/12th share i.e. **0.0216** (Zero point Zero Two One Six) Acre or **2.16** (Two point One Six) Decimal (a little more or less) sold by Sri Ranabir Sengupta.

Total area of Land **0.0433** (Zero point Zero Four Three Three) Acre or **4.33** (Four point Three Three) Decimal (a little more or less) along with every rights of easement whatsoever.

PART-IV

District: Hooghly, P.S. Chinsurah, Mouza: **Simla**, J.L. No.16, R.S. Dag No.1625 (One Six Two Five) under R.S. Khatian No.17, mutated L.R Khatian No. **7777** (Seven Seven Seven Seven) corresponding to L.R. Dag No.1631(One Six Three One), Total area of Land admeasuring **0.26**(Zero point Two Six) Acre equivalent to **26** (Twenty Six) Decimal and out of which-

- 1) Undivided 2/12th share i.e. **0.0433** (Zero point Zero Four Three Three) Acre or **4.33** (Four point Three Three) Decimal (a little more or less) from L.R. Khatian No.5278 sold by Smt. Mousumi Gupta.
- 2) Undivided 2/12th share i.e. **0.0433** (Zero point Zero Four Three Three) Acre or **4.33** (Four point Three Three) Decimal (a little more or less) from L.R. Khatian No.5279 sold by Sri Kalyan Sengupta.

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Director

- 3) Undivided 1/12th share i.e. **0.0217** (Zero point Zero Two One Seven Acre or **2.17** (Two point One Seven) Decimal (a little more or less) from L.R. Khatian No.7365 sold by Smt. Manashi Dutta.

-Total area of Land **0.1083** (Zero point One Zero Eight Three) Acre or **10.83** (One Zero point Eight Three) Decimal (a little more or less) along with every rights of easement whatsoever.

-Yearly Rent payable at B.L & L.R.O, Mogra-Chinsurah Block, Lichubagan, Bandel, P.S Chinsurah, Dist.- Hooghly. The said property is situated within territory of **Kodali-1 Gram Panchayet** and located at Firm Side Road, P.O. Chinsurah (RS), P.S. Chinsurah, District- Hooghly.

-Total Area of Land conjointly in Part- I to IV= **0.31** (Zero point Three one) Acre or Decimal or **31** (Three one) Decimal. The name of the Multi-storied Building "**GREEN VIEW HOUSING COMPLEX**", situated at **Opposite Agricultural Firm, Gate No. 2, P.O-Chinsurah (RS), P.S- Chinsurah, Dist.- Hooghly, Pin No. 712102, West Bengal, India**, with all other easement and path rights attached with the TOTAL PROPERTY IS BUTTED AND BOUNDED BY:-

- On the Northern Side : Chinsurah Station Road
- On the Southern Side : Land of others
- On the Eastern Side : Property of others
- On the Western Side : Land of others & pond

THE SECOND SCHEDULE ABOVE REFERRED TO:

(THE BUILDING)

The G+4 storied building namely "**GREEN VIEW HOUSING COMPLEX**" Apartment constructed under **Kodalia-1 Gram Panchayet** located beside Chinsurah Station Road, **Opposite Chinsurah Rice Research Centre, Gate No. 2, P.O-Chinsurah (RS), P.S- Chinsurah, Dist.- Hooghly, Pin No. 712102, West Bengal, India**, being the land described in the *First Schedule* according to the plan duly sanctioned by *Hooghly Zilla Parishad* vide **APPROVAL ID HZ24I8Y76 dt 08-09-2023**.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(THE UNIT)

ALL THAT one..... **BHK RESIDENTIAL FLAT NO. "** , in Block No : on the **FLOOR** of the said building having a **CARPET AREA** of (.....) Sq.ft. and **SUPER BUILT AREA** of.....(.....) Sq ft. at a consideration of **Rs.....** (Rupees

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Director

.....) only and one COVERED GARAGE, BEING NO. ".....", on the Ground Floor of the said building has having a COVERED AREA of (.....) (More or Less) Sq. ft. at "GREEN VIEW HOUSING COMPLEX", with all rights of used of common areas of building and undivided impartiable proportionate part and share of the land mentioned in the First Schedule property hereunder written. The said flat and Garage more specifically shown in Red coloured in the map annexed with this deed which is the part of this deed.

THE SAID FLAT IS BUTTED AND BOUNDED BY:-

- On the North:
- On the South:
- On the East:
- On the West:

THE SAID GARAGE IS BUTTED AND BOUNDED BY:-

- On the North:
- On the South:
- On the East:
- On the West:

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON PARTS & PORTIONS)

- (1) Entrance, exits, boundary walls, common paths and passages.
- (2) Stair case, Stair case landing on all floors.
- (3) Rooms and spaces for water pumps, over-head water tanks, reservoir, and water pipes.
- (4) Foundations, columns, beams, support.
- (5) External electrical installations, switch-board and all other electrical wirings and fittings (except only those are installed within the exclusive area of any Unit and/ or exclusively for the use of PURCHASERS)
- (6) Drains, sewerage, septic tank and all other pipes including rain water and waste water and concealed or other installation in or around the Building (except only those are installed within the exclusive area of any Unit and/or exclusively for the use of PURCHASERS).
- (7) Such other common parts, areas, equipment, installations, fittings, space in or about the building as are necessary for the common use and/or enjoyment by the co-sharers of the same building.
- (8) Community Hall

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Director

- (9) 24 Hours Security.
- (10) Intercom.
- (11) C.C. T.V surveillance.
- (12) 24 Hours Generator back-up.
- (13) 24 Hours Water Supply.
- (14) Lift / Elevator.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

- (15) All expenses for maintenance, operating, replacing, repairing, renovating, painting of the common portions and the common areas in the building including the outer walls of the building.
- (16) All the expenses for running and operating all machinery equipment and installations comprised in the common portions including water pumps, electrical installations, including the cost of repairing. Renovating and replacing the same.
- (17) Salaries and other emoluments and benefits of and all other expenses of the persons employed or to be employed for the common purposes such as caretaker, supervisor, accountant, darwans, security personnel, sweepers, plumber, electricians and other maintenance's staff, if any.
- (18) Cost of insurance premium for insurance of the building and/or common portions.
- (19) All charges and deposits for supplies of common utilities for the Co-owners in common.
- (20) Panchayet Tax, Land Tax, Water Tax, G.S.T (as per govt. Rules) and other taxes (if any) levied in respect of the premises and the building (save and except those are separately assessed in respect of any unit of the PURCHASERS S).
- (21) Costs of formation and operation of the service Organization/Association including the office expenses.
- (22) Electricity charges for the operation of the equipment and installation for the common service and lighting the common portions.
- (23) All legal expenses incur or to be incurred for the common purpose relating to common use and enjoyment of the common portions.
- (24) All other expenses and/or out goings as would be incurred by the Developers and/or by the society/service organization or Association for the common purpose.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(MANAGEMENT AND MAINTENANCE)

- (1) The Co-owners of the Flats shall form an Association/Society for the common purposes including taking over all obligations with regard to management, control and operation of all the common portions of the said building under Provisions of West Bengal Apartment Ownership Act, 1972. The Association or Society may frame rules, regulations and by-laws from time to time for maintaining quiet and peaceful enjoyment of the said building.

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Munirul Mondal
Director

- (2) Upon formation of the Association/Society the Vendor/Land Owner / Developer / Promoter shall transfer all its rights and obligation as also residue then remaining of the deposits made by the PURCHASERS S or otherwise after adjusting all amounts then, remaining due and payable by the PURCHASERS S and the amount so transferred henceforth be so held by the Association/Society under the account of the PURCHASERS S for the purpose of such deposits.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(THE PURCHASERS S (S) SHALL NOT DO THE FOLLOWING)

- (1) To injure, harm or damage the common portions or any other units in the building by making any alteration in structure of the building or withdrawing any support or otherwise.
- (2) To obstruct the Vendor/Land Owner/Developer/Promoter or the Association / Society in their act relating to the common purposes.
- (3) To alter any portion, elevation or colour structure stability which would affect the building.
- (4) To throw or to accumulate or cause to be thrown in accumulated or any dust, ashes, rubbish or other refuse articles in common portions save and except at the place indicated thereof.
- (5) To carry on or to be carried on or to be stored any obnoxious, injurious, dangerous, offensive, illegal or immoral activity in or through the unit or in the common portions.
- (6) To keep or operate heavy/vibrating or to do or permit anything to be done which likely to cause nuisance or annoyance to the occupants of the units in the said building and/or the adjoining Building or Buildings.
- (7) To keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the unit or in the common areas.
- (8) To affix or draw any wires, cables, pipes from and to or through any common portion for outside walls of the building or other units except for the common purpose of laying out of wires for T.V & Telephone.
- (9) To keep any heavy articles or movable things which are likely to damage the floor or operate any machine other than the usual home appliances.
- (10) To make any such structural additions or alterations in the said unit or any part thereof this would affect structural stability of the said building.
- (11) To decorate or paint or otherwise alter the colour scheme of the exterior of the said unit of the building or common portions without prior approached of the Vendor/Land Owner/ Developer / Promoter or Society / Association / Service Organization as the case may be.
- (12) To use the said unit for the purpose of Hotel, Club, Restaurant, Nursing Home, Boarding/lodging house etc. which do not come within the purview of normal livelihood.
- (13) To do any acts or Deeds which are forbidden by law, the rules and/or regulations framed from time to time by the Association/Service Organization for the common purpose and for quite peaceful and beneficial enjoyment of the building.

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Pravish Muralidhar
Director

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

Signed, sealed and delivered
by the within named Vendor/Land Owner
/Developer/Promoter in the presence of:-

Witnesses:-

1.

Signature of the Vendor/Land Owner /Developer/Promoter

2.

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Pravin Mondal
Director

Pravin Mondal

MEMO OF CONSIDERATION

Received the total consideration amount of Rs. (.....) only from the PURCHASERS by the Vendor /Land Owner / Developer / Promoter

Sl No	Date	Payment Details	Amount (Rs)
1			
2.			
3.			
4.			
		TOTAL	

Witnesses:-

1.

Signature of the Vendor/Land Owner /Developer/Promoter

2.

DRAFTED & TYPED BY ME

.....

Advocate.

District Judge's Court, Chinsurah, Hooghly

& Chandernagore Sub-Divisional Court.

Registration No.

Mob-

East Hooghly Constructions Pvt. Ltd.
Project: Green View Housing Complex

Pravin Kumar Mondal
Director