

THIS INDENTURE is made on this day of _____ 2020 **BETWEEN (1) TRANSWAYS ENCLAVE LLP** (formerly TRANSWAYS ENCLAVE PRIVATE LIMITED), a Company incorporated within the meaning of the Companies Act, 1956, having its registered office at 224, A J C Bose Road, Police Station Karaya, Post Office –Circus Avenue, Kolkata – 700017, having PAN No. AACCT1494J, C.I.N no. U70101WB2004PTC098743 **(2) DADRA EXIMP PVT LTD.** (formerly NAGREEKA SYNTHETICS PRIVATE LIMITED), a Company incorporated within the meaning of the Companies Act, 1956, having its registered office at 18, R. N. Mukherjee Road, Police Station Hare Street, Post Office – Bentinck street, Kolkata – 700001, having PAN No. AAACN8691D **(3) NAGREEKA FABRICS PRIVATE LIMITED**, a Company incorporated within the meaning of the Companies Act, 1956, having its registered office at 18, R. N. Mukherjee Road, Police Station Hare Street, Post Office – Bentinck street, Kolkata – 700001, having PAN No. AAACN2323G, **(4) INDIA OVERSEAS EXPORTS PRIVATE LIMITED**, a Company incorporated within the meaning of the Companies Act, 1956, having its registered office at 18, R. N. Mukherjee Road, Police Station Hare Street, Post Office - Bentinck street , Kolkata – 700001, having PAN No. AAACI5603G, **(5) TRANSWAYS (AGENTS) LIMITED**, a Company incorporated within the meaning of the Companies Act, 1956, having its registered office at 224, A J C Bose Road, Police Station Karaya, Post Office –Circus Avenue, Kolkata – 700017, having PAN No. AABCT1472D, C.I.N no. U60210WB1981PLC033854 **(6) SMITA PROPERTIES AND INVESTMENTS PRIVATE LIMITED**, a Company incorporated within the meaning of the Companies Act, 1956, having its registered office at 224, A J C Bose Road, Police Station Karaya, Post Office –Circus Avenue, Kolkata – 700017, C.I.N no. U45202WB1987PTC042034 having PAN No. AAEC3404P **AND (7) RANISATI PROPERTIES LIMITED**, a Company incorporated within the meaning of the Companies Act, 1956, having its registered office at 224, AJC Bose Road, Police Station Karaya, Post Office –Circus Avenue, Kolkata – 700017, having PAN No. AABCR5694R, C.I.N no. U7010WB1975PLC029846 all are represented by **SUSHIL PATWARI**, son of Late. Iswar Lal Patwari, residing at 18A, Alipore Road, Police Station- New Alipore, Post Office – Alipore ,Kolkata 700027 having PAN No AEYPP3824K, DIN no. 00023980, Aadhaar Card No. _____ and phone No. 98310 04741 hereinafter collectively referred to as **VENDORS** (which expressions shall unless excluded by or repugnant to the context be deemed to include their successors in office, liquidators, receivers, nominees and/or assigns) of the **FIRST PART.**

AND

JESSORE ROAD CONSTRUCTION PARTNERS LLP., a Limited Liability Partnership, within the meaning of Limited Liability Partnership Act, 2008 having its principal place of business at 6/2, Jessore Road, Kolkata – 700 028, Police Station - Dumdum, Post Office - Dumdum, having PAN No. AAHFJ6485B, represented by one of its Partners **TUSHAR JHUNJHUNWALA**, son of Gopal Jhunjhunwala, residing at 2/2 Bright Street, Police Station- Karaya, Post Office - Ballygunge, Kolkata 700019 having PAN No. ACVPJ4487H, Aadhaar Card No. _____ and phone No. 8334856969 hereinafter referred to as **DEVELOPER** (which expression shall mean and include the partners, their respective heirs and/or nominees and/or assigns as defined or understood within the meaning of Limited Liability Partnership Act 2008) of the **SECOND PART.**

AND

(1) _____, son of _____, aged about ___ years, by Occupation - _____, residing at _____, Police Station - _____, Post Office - _____, Kolkata – _____ having PAN no. _____, Aadhaar Card No. _____ and phone No. _____ **(2)** _____, daughter of _____, wife of _____, aged about ___ years, by Occupation - _____, residing at _____, Police Station - _____, Post Office - _____, Kolkata – _____ having PAN no. _____, Aadhaar Card No. _____ and phone No. _____ hereinafter referred to as **PURCHASERS** (which expression unless repugnant to the context shall deemed to mean and include their heirs, successors, executors, nominees and assigns) of the **THIRD PART.**

WHEREAS:

- A. By an Indenture dated 5th May, 1939 Governor General in Council with the permission of the Defence Department of the Government of India sold, transferred, conveyed, granted, assigned and/or assured all that piece and parcel of land containing an area of 11 Bighas, 8 Cottahs, 8 Chittacks and 2 Sq. Ft. but recorded as 11 Bighas, 3 Cottahs 2 Chittacks and 2 Sq. Ft. on the map or the plan annexed thereto situated or lying at Mouza – Dumdum Cantonment, P.S. Dumdum, Sub Registry office – Cossipore, Dumdum comprised in C.S.Dag Nos.2300 and 2398 in the District of 24 Parganas now in 24 Parganas (North) and delineated in the map annexed thereto and numbered as Plot No. 2 of Block “E” and coloured yellow for the consideration therein mentioned to Hemant Kumar Mukherjee. The said Indenture was registered with the Sub Registrar Cossipore, Dumdum recorded in Book no. 1, volume no. 31, Pages 68 to 71 Being No. 1911 for the year 1939.
- B. The said Hemant Kumar Mukherjee constructed a brick built dwelling house in the portion of land. The said plot of land was numbered as Municipal Holding Nos.5, 6 and 7 formerly 7, 7A and 7B, Jessore Road of the Municipality of Dumdum. The said Hemant Kumar Mukherjee being seized and possessed of and otherwise well and sufficiently entitled to the said land constructed brick built dwelling house and building thereat being known as Premises No.6 & 7, Jessore Road. By an Indenture dated 2nd.September 1961 the said Hemant Kumar Mukherjee sold, transferred, conveyed, granted, assigned and/or assured on to the Air Survey Company of India. The said Premises No.6 & 7, Jessore Road, Dumdum for the consideration therein mentioned. The said Indenture was registered with the Sub Registrar Cossipore at Dumdum recorded in Book no. 1, volume no. 106, Pages 156 to 167 Being No. 7126 for the year 1961.
- C. The said Premises was thereafter renumbered as Premises No.6, 6/2, 7A and 7B, Jessore Road, Kolkata.
- D. By an Indenture dated 21st May, 2005 executed by Air Survey Company of India Pvt. Ltd. therein referred to as Transferor and the Vendors herein referred to as Transferees, the Transferor for the consideration therein mentioned and in terms of the Orders passed by the Special Court sold, transferred, conveyed, granted, assigned and/or assured on to the Transferees therein, the Confirming Parties herein, all that piece and parcel of land measuring 48.17 Cottahs on actual measurement found to be measuring 45 Cottahs 2 Chittacks and 33 sq feet or 3019.37 sq. meters being portion of Municipal Holding No.6/2, formerly 6, 7A, 7B, Jessore Road, Kolkata as more fully and particularly described in the First Schedule hereunder written for the consideration therein mentioned. The said Indenture was registered with Additional Registrar of Assurances I, Kolkata and recorded in Book No.I, being Deed No.01825 for the year 2005.
- E. The Present Owners hereinafter referred to as the Vendors while being jointly seized and possessed and otherwise well and sufficiently entitled to enjoy and occupy as absolute Owners of the said property mutated their names in the records of the Dumdum Municipality.
- F. The Vendors thereafter have caused to have Building plan being sanctioned by Dumdum Municipality for construction of three buildings at the said premises being Building Sanction Plan No (PWD | Plan B+G+IV & G+V | 164/2009-10) dated 15-03-2010. The first two buildings having received completion certificate, the Developer, herein caused to have the said building plan for construction of third building revised and re-sanctioned by the Dum Dum Municipality for construction of ground plus five storied brick built dwelling house being Plan No. G+V / 139 / 2014 – 2015 dt. 27.06.2014.
- G. In terms of the said revised sanction plan, the Vendors and the Developer have completed the building and received completion certificate form Dum Dum Municipality being Completion Certificate No.DDM|PWD|379|2019-2020 dated 27/09/2019.
- H. By and through a Limited Liability Partnership Agreement dated 24.12.2010 the Vendors has incorporated a Limited Liability Partnership Firm known as Jessore Road Construction Partners LLP being the Developer herein for the purpose to carry out construction of Real Estate Development and allied activities in the aforesaid premises.

- I. The Vendors have delegated its rights of development of the land to the Developer on the terms and conditions as were mutually agreed to between the Vendors and the Developer and have further authorised the Developer i.e. the Jessore Road Construction Partners LLP to act for the Vendors for transferring therein undivided proportionate indivisible share or interest in the land.
- J. In terms of the said Agreement, the Vendors have handed over possession to the Developer and have also authorised the Developer to enter into an Agreement with the Purchaser(s) for sale of the developed area in terms of the understanding entered between them.
- K. At the request of the Developer, the Vendors have agreed to act as Parties to this Indenture.
- L. Upon an Application being made by the Developer with the Regulating Authority within the meaning of West Bengal Housing Industries and Regulations Act, 2017 (HIRA), the said Regulating Authority vide registration no. _____ dated _____ was pleased to grant registration to the Developer as well as to the project.
- M. The Purchasers have approached the Developer for purchase / allotment of all that Unit being the Flat No. “___” on the _____ Floor measuring _____ Sq. Ft. carpet area with _____ Sq feet Balcony equivalent to _____ Sq. Ft. super built up area on the Block “C” building at the Premises No. 6/2, Jessore Road, Kolkata – 700 028 together with one medium size covered / open to sky car parking space together with undivided, proportionate, impartible share or interest in the land for and/or at a consideration of a sum of Rs._____.
- N. The building was completed by the Vendors and obtained completion certificate from Dum Dum Municipality being No. DDM|PWD|379|2019-2020 dated 27/09/2019. The Developer had also taken out a completion certificate.
- O. Since the Purchasers / Allottees after paying the entire consideration amount and obtained possession from the Developer in terms of the Agreement for Sale / Allotment letter dated _____ has approached the Vendors and Developer to execute Conveyance in his / her / their favour.
- P. Accordingly the Vendors do hereby convey, grant, assign and/or assure on to the Purchasers all that Unit being the Flat No. “___” on the _____ Floor measuring _____ Sq. Ft. carpet area with _____ Sq feet Balcony equivalent to _____ Sq. Ft. super built up area on the Block “C” building at the Premises No. 6/2, Jessore Road, Kolkata – 700 028 together with one medium size covered / open to sky car parking space together with undivided, proportionate, impartible share or interest in the land for and/or at a consideration of a sum of Rs._____ free from all encumbrances, liens and lispendens of any nature whatsoever.

NOW THIS INDENTURE WITNESSETH as follows:-

I. That in consideration of a sum of **Rs. _____ (Rupees _____ only)** of the lawful money of the Union of India paid by the Purchasers through the Developer to the Vendors on or before execution hereof the Vendors do hereby grant sell, convey, transfer and assure and the Developer doth hereby confirm unto and to the Purchasers upon the Vendors releasing their respective rights on the other Units in terms of the Development Agreement in the said premises. ALL THAT Unit being the Flat No. “___” on the _____ Floor measuring _____ Sq. Ft. carpet area with _____ Sq feet Balcony equivalent to _____ Sq. Ft. super built up area on the Block “C” building at the Premises No. 6/2, Jessore Road, Kolkata – 700 028 together with one medium size covered / open to sky car parking space more fully and particularly described in the Schedule “B” hereunder written and marked and delineated in the ‘RED’ ink in the plan annexed hereto TOGETHER WITH all appurtenances rights easements reversion or reversions remainder or reminders and rents and issues and profits of the said Unit and all asset right title and interest claim and demand whatsoever of the Vendors and the VENDOR unto out of or upon the said Unit upon the Vendors releasing all its right title and interest in the unit allotted to the respective developer and

TOGETHER WITH their every right title AND reversion or reversions reminder or reminders and the rent issue and profits of the said Unit AND all the estate right title interest property claim and demand whatsoever of the Vendors into out of the said Unit TOGETHER WITH their respective rights liberties and appurtenances whatsoever to and unto Purchasers AND TOGETHER WITH all easements or quasi easements and other stipulations and provisions in connection with the beneficial use enjoyment of the said proportionate share in the said land & Unit belonging to Purchasers as set out in the SCHEDULE "A" & "B" is hereunder written TO HAVE AND TO HOLD the said Unit hereby being sold conveyed and transferred unto and to the Purchasers absolutely and forever free from all encumbrances trusts liens lispendens attachments whatsoever (save those as are expressly mentioned herein) SUBJECT NEVERTHELESS to the Purchasers' covenants and observance, fulfilment and performance of all the restrictions terms conditions covenants and obligations hereunder contained.

II. **THE VENDORS AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS as follows:-**

- a. The interest which the Vendors doth hereby profess to transfer subsists and that the Vendors have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure the said proportionate share in the said Premises together with the said Unit being the Flat No. "____" on the _____ Floor measuring _____ Sq. Ft. carpet area with _____ Sq feet Balcony equivalent to _____ Sq. Ft. super built up area on the Block "C" building at the Premises No. 6/2, Jessore Road, Kolkata - 700 028 together with _____ medium size covered / open to sky car parking space hereby granted, sold, conveyed, transferred, assigned and assured and the Developer do confirm unto and to the Purchasers in the manner aforesaid in terms of the mutual covenants in terms of the memorandum of understanding as stated hereinbefore.
- b. The Purchasers have also verified the construction made by the Confirming Party and upon having satisfied with the calculation of the super built up area of the Unit and the Common Areas and Common facility including the common areas specified herein and the construction made by the Confirming Party have requested the Vendors to execute these present. The Purchaser has fully satisfied themselves with the quality and finish of the said apartment. The Purchaser has inspected the said apartment and has satisfied themselves that the finish is as per the discussion with the developer and that they are fully satisfied themselves of the same. The Purchasers agree to purchase the said apartment on "As-is-Where-is-Basis".
- c. The Purchasers shall and may at all times hereafter peaceably and quietly hold use possess and enjoy the said Unit and receive the rents issues and profits whereof without any interruption, hindrance, claim or demand or disturbance whatsoever from or by the Vendors or the Developer or any person claiming through under or in trust for the Vendors or the Developer.
- d. The said Unit hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof is freed and discharged from and against all manner of encumbrances whatsoever. The Vendors and Developer hereby state that the Super built up area is _____ Sq feet more or less and carpet area is _____ Sq. feet more or less along with Balcony _____ Sq feet. The Purchasers have satisfied themselves with the stated measurements and have no objection to the same.
- e. The Vendors and the Developer and all persons having or lawfully and/or equitably claiming any estate or interest in the said Unit comprised in the said Premises or any part thereof through under or in trust for the Vendors and the Developer shall and will from time to time and at all time hereafter upon every reasonable request and at the cost of Purchasers make do acknowledge executed and perfect cause to be made done acknowledge executed and perfected all such acts deeds and things for further better and more perfectly assuring the said Unit hereby granted, sold, conveyed, transferred,

assigned and assured or expressed or intended so to be unto and to the Purchasers in the manner aforesaid as the Purchasers shall or may reasonably require.

III. **THE PURCHASERS DO TH HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER** as follows:-

- a. The Purchasers has examined and inspected the construction of the new Building and the facilities and amenities provided therein including the said Unit and has fully satisfied themselves with regard thereto and the nature, scope and extent of the benefits or interest provided to the Purchasers and shall not raise any question or objection or make any claim or demand whatsoever against the Vendors with the regard thereto or in respect of any calculations of Built-Up-Area or super Built-Up-Area or right of the Vendors to sell any Unit/or space in the said Premises or in respect of any changes in user Architectural & Astute requirement make or cause to be made in the Plan.
- b. The Purchasers shall not claim any right title or interest in any other portion in the building save and except the unit "B" hereby transferred and right of usage of common areas and portion in common with the other Owners and or occupiers of the other units in the Building at the Premises.
- c. The Purchasers so as to bind the **Owners** for the time being of the other units in the said Building as so that this covenant shall be for the benefit of the said new Building and other units therein and every part thereof hereby covenants with the Vendors and with the **Owners** of the other Units comprised in the said Building THAT the Purchasers and all other persons deriving title under this shall at all times hereafter observe the restrictions set forth hereunder written.
- d. The Purchasers bind themselves to pay regularly and punctually all Municipal rates and taxes and other outgoings, taxes, cess and impositions (including water tax, Multi storied Building tax, Urban Land Tax etc.) In respect of the said Unit wholly and in respect of the new Building and the said Premises proportionately and the liability of the Purchasers for payment of the same has accrued from the date of completion of construction of the said Unit i.e., with effect from 1st. June, 2013. The Purchasers further agrees to pay new imposition of taxes or charges including Sales Tax or Works Contract Tax in respect of the said Unit wholly and in proportion to the new Building proportionately for any internal or external development and/or provision of any authority or services beyond the preview of the plan/s without any abatement.
- e. The Purchasers shall within 6 Months from the date of execution of these presents apply for and obtain mutation from Dumdum Municipality. In case the Purchasers fails to have such mutation or separation affected then the Vendors or the Society shall be entitled to have the same affected at the cost and expenses of the Purchasers.
- f. To keep the said Unit in good and substantial repair and condition so as to support and protect the other part of the Building.
- g. The Purchasers has verified the title of the Vendors and the rights of the Confirming Party.
- h. It is agreed that the Complex shall be known as '**Dumdum Heights**'. The Purchasers agree with the Vendors and the Developer not to change the name of the building or housing complex as have been designated by the Vendors / Confirming Party.
- i. The Purchasers binds themselves to pay regularly and punctually every month by the seventh day of each month to the Vendors and/or and after formation of

Society to the Society proportionate share of the maintenance charge/common expenses as be attributable to the said Unit in respect of the super Built-Up-Area of the said attributable Unit and the liability of the Purchasers for payment of the same has accrued from the date of Possession. The Purchasers further agrees to become member of the Owners Apartment Society Association or became shareholder of Company to be incorporated by the Confirming Party / Developer for maintenance and/or upkeep and up gradation of the common areas and common portions of 'Dumdum Heights' and also having additional facilities in the said Premises.

- j. The Purchasers further covenants that they shall abide by the rules and regulations formed by such Society for proper maintenance, upkeep of the housing complex, building blocks, common areas and common facilities at 'Dumdum Heights'.
- k. To pay to the Vendors till the formation of such Society the sum of money payable for the maintenance of the Common Portions in the premises. The maintenance charges shall be subject to increase or decrease from time to time according to the decision to be taken by Vendors or by the Society.
- l. To permit the Vendors, till the formation of the Society, and the Society/ Association, after formation of the same, their surveyors or their authorised agent/s, with or without workmen and other at all reasonable time upon 24 hours notice, except in case of emergency, to enter into and upon the said Unit and every part thereof for the purpose of repairing reinstating, rebuilding, cleaning, lighting and keeping in order and good condition the sewers drains, pipes cables, water courses gutters wires structures or other conveniences belonging to or used for the Building and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purpose and also to view and examine the state and condition of the said Unit and the Purchasers shall make good all defects leakage and wants of repairs within 7 (seven) days from the date of receiving notice in writing from the Vendor or the Society.
- m. To keep the said Unit and the Common Portions common walls, sewers, drains pipes, cables, wires and other fittings fixtures and appurtenances in respect of the said Unit in good condition and working order and so as to support shelter and protect the other parts of the said Building other than the said Unit.
- n. The Purchasers nor any member of their household (which includes servants, workers, tenants, assigns, licensees, agents, visitors etc) of the Purchasers shall:
 - i. Not make any unnecessary noise or disturb the peace of the building/complex in any manner whatsoever
 - ii. Not leave any litter/garbage/waste other than in a place provided for the purpose.
 - iii. Not leave or cause to be left any furniture, by-cycle, toys or any other articles or things in the common areas of the building/complex or any other part of the building/complex where they may or are likely to obstruct the free use of those parts of the Building by others.
 - iv. Not to make any addition or alteration or install such new fittings whereby the Building and/or its structure are in any way damaged, overloaded, and the life & property of other occupants are put on jeopardy and for such shall always keep the Vendor indemnified.
 - v. Use the Unit only for the sanctioned purpose.

- vi. Not change the sanctioned usage of the unit without 1) Sanction/permission from appropriate govt authorities and 2) Written permission from the Building Society & Vendor.
- vii. Co-operate with the Vendor/Developer and the Society in the management and maintenance of the Premises and the Building.
- o. To observe, fulfil and perform all rules, regulations and restrictions from time to time in force for the use and management of the Building and in particular areas and installations.
- p. The Purchasers shall at his own costs wholly in case it relates to the said Unit or any parts thereof and proportionately in case it relates to the said new and/or the Common Portions make all alterations and conditions as may be required to be made in the Building or any part thereof by the Government or the Dumdum Municipality or any other statutory body or otherwise and in the similar manner pay all betterment fee and other levies, fees and/or penalties which may at any time hereafter be demanded or required to be paid with regard to the Building and/or thereof including the change of user, if any, it being clarified that nothing contained herein shall permit the Purchasers to make any additions and/or alterations in the said Unit or change the use thereof on his own motion.
- q. In case the Purchasers wishes to rent/lease/sublet/licence their said unit, they will ensure that the renter/ lessor/ subletter/ licensee shall abide by all the rules and regulations as applicable to the Purchasers. Further the Purchasers shall be responsible for all actions of the renter/ lessor/ sublease/ licensee etc.
- r) In addition to the consideration amount, the Purchasers will pay GST and/or any other taxes and levies as applicable in accordance with calculation made by the Vendors and further undertakes to pay all such additional demands that may be raised by the respective Statutory Authority/ies.

IV. AND IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

- a) Notwithstanding anything contained herein, the Developer shall, subject to such additional statutory sanctions that may be required, he is entitled to construct such additional floor on the roof of the said building/s at the said Schedule "A" property and the Developer shall have absolute right to sale, transfer such additional construction to such person(s) at their absolute discretion.
- b) Notwithstanding anything contained herein, the Purchasers covenants with the Developer and the Vendors that the Vendors and the Developer shall have right to buy additional land abutting the Schedule "A" property to increase the size of the complex by acquisition of additional land and construction of additional blocks in the Premises.
- c) That as a matter of necessity the Purchasers shall and will own and enjoy the said Unit in common and consistent with the rights and interest of the co-owners and all other persons lawfully entitled to the other portions of the said Premises and shall and will use all sewers drains water courses etc. now in or upon or hereafter to be erected and installed in the property hereby sold or any part thereof in common with the said co-owners and other persons and permit freely to run and pass water and soil through and also the same or any part thereof the share with the said persons the costs of repairing and maintaining such sewers drains and water courses etc. of the said Unit and use the same as aforesaid and in accordance with the rules regulations bye-laws and terms of the Society and neither the Vendor nor any person or persons claiming through

under or in trust for them shall have any claim or claims on or against the said Unit and/or Purchasers.

- e) The properties and rights hereby sold, conveyed and transferred unto and to the Purchasers are and shall always be one lot and shall not be partitioned or dismembered in part or parts save with the consent of the Vendors in writing.
- f) Until such time the Society takes over the maintenance and management of the Common Portions at the said Premises from the Vendors or until the expire of one months notice in writing given by the Vendors to the Society or to the Purchasers or the Purchasers and the other co-owners to take over maintenance and management of the common portions area and installations whether be earlier, the Vendors themselves or through their nominee shall be responsible for rendering the common services and maintenance of the said Building **SUBJECT HOWEVER TO** the Purchasers making payment of the proportionate share of maintenance and other charges and expenses as herein agreed to be the Purchasers in respect of the maintenance and management of the common service.
- g) The Purchasers agrees and covenants to abide by the rules and regulations and/or Bye-laws framed or as be made applicable from time to time by the said Society for the common purpose for quiet and peaceful enjoyment of the said Premises so long the same are not inconsistent with the provisions herein contained.
- h) In the event of the Purchasers failing or neglecting or refusing to make payment or deposit of the maintenance charges or any other amount payable by the Purchasers under these presents or in part then the Vendors or the Society shall be entitled to withhold all utilities and facilities to the Purchasers and their family members and agents and/or the said Unit including electricity, water, lift and other services until the Purchasers continues or remains in default without prejudice to the Vendors' and/or the Society's rights to demand and realise the amount in respect whereof the default has been committed together with interest thereon @ 18% per annum compounded monthly at rest or at any rate of interest to be decided from time to time.
- i) All notices to be served hereunder by any of the parties on the other or others shall without prejudice to any other mode of service available be deemed to have been served on the 4th day of date of dispatch of such notice by prepaid Registered Post with Acknowledgment Due to the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any address or return of the cover by registered Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.
- j) Not to claim any rights whatsoever or howsoever in respect of the other portions of the Building or the Premises except the said Unit together with its rights of usage of Common Portions and the Purchasers hereby agrees not to claim right over the land except the proportionate rights to undivided indivisible share in the land. Not to do any act deed or thing or raise any objection whereby the Vendors are prevented from selling assigning or disposing off in any manner any other Unit/portion of the Building or the Premises.
- k) To use the Unit only for the purpose of residence and not for any other purposes whatsoever without the consent in writing of the Vendors having been obtained in that regards. It is expressly understood that the Vendor shall be entitled to allow or permit use of other units and/or constructed portions or open space at the Premises for any other purpose/s.

- l) That save and except the right to hold and own the Unit in the Building, the Purchasers shall not have any right, title, interest, claim or demand whatsoever or howsoever in respect of the other part or portion of the Building or the Premises excepting the use of common passage, Common Portions and staircases leading only upon the Unit as herein provided and the Purchasers hereby agrees and consents not to claim any right over the land and the Building thereon and in particular exterior surface, sideways, passages, corridors and other parts of the Building and the Vendors shall be absolutely entitled to deal with the transfer and disposal of the same. All the residuary rights shall always remain with the Vendors.
- m) It being expressly understood that the Purchasers along with all other co-Purchasers shall be required to maintain and insure the Building to safeguard the rights of all the other co-Purchasers.
- n) It is also understood that Purchasers shall not put up and/or deface the exterior of the Unit and/or the Building by changing the colour scheme or by putting up any poster, placards, display signs and/or any other equipment and/or thing whereby the elevation of the Building and/or the Common Portions of the Building are spoilt nor shall be entitled to open and/or close any window, door other than what have been provided herein or alter the design of grills or size or designs of the main door, windows or install any apparatus other than a window air conditioner protruding through the exterior wall of the Unit or break, alter, construct or in any manner damage columns, beams and/or load bearing walls of the Building and/or any other equipment of the Building which is meant for common use of the all the Purchasers .
- o) The Purchasers shall not permit any change to any plumbing or electrical without the consent in writing from the Vendor/Society and further agrees not to shift wall of bathroom, toilet, kitchen positions. The Purchasers shall not fix or install any Antenna on any of the Common Portions particularly on the roof or terrace of the Building nor shall fix any window TV Antenna excepting that the Purchasers shall be entitled to avail of the common TV Antenna or cable connection that any be available through the Vendor/Society. Save and except the Purchasers shall be entitled to install antenna or air conditioner in the designated or specified areas to ensure that the elevation of the building is not compromised. The Purchasers shall not make any changes to the facade of the building.
- p) The Purchasers shall further ensure that none of his representative, agents, servants shall be entitled to do in any act whereby any of the other Purchasers rights are in any way hampered and shall always keep the Vendor/co-Purchasers indemnified for all such acts, things and/or deeds.
- q) The Purchasers shall not sub divide the Unit and/or sell any subdivided portion thereof or the Car Parking Space independent of the Unit. The Purchasers shall not do or permit anything illegal, immoral and noisy to be done disturbing the environment and causing nuisance or annoyance to other co-Purchasers or residents of adjacent Building/s or putting the co-Purchasers in difficulty by his act of omission. The Purchasers shall not misuse and enjoy the Common Portions only to the extent required for ingress and egress and for the purpose they are meant for.
- r) That the Purchasers executing this document shall mean and include that they has agreed to purchase and/or acquire the Unit on principal to principal basis and nothing contained herein in respect of co-allotters/Purchasers shall be construed as privity of contract between two or more co-Purchasers or amongst the co-Purchasers whether expressed and/or implied and he shall be responsible for the fulfilment of his obligations under these present and/or any

matter connected hereto and shall keep the Vendors and/or other co-Purchasers indemnified against any steps taken contrary hereto

SCHEDULE "A"

ALL THAT piece and parcel of land measuring 48.17 cottahs or 3223.27 sq. metre on actual measurement found to be measuring 45 Cottahs 2 Chittacks and 33 sq feet or 3019.37 sq. meters situated and lying in Mouza Dumdum Cantonment and comprised in R.S. Dag No. 2298, 2300 and being a portion of Municipal Holding No. 6/2 (formerly no. 6, 7A, 7B) Jessore Road, Kolkata-700028 under Dumdum Municipality.

The land is butted and bounded in the following manner: -

ON THE NORTH WEST SIDE : By Partly passage and by Partly
Premises no. 6/2.
ON THE NORTH EAST SIDE : By Premises No. 6/1, Jessore Road.
ON THE EAST SIDE : By Premises no.7/6, Jessore Road and Premises no.
5/3/1, Jessore Road.
WEST SIDE :By 10 Ft. wide Shiv Kali Mandir Road and 9 & 9/1 Jessore Road.

SCHEDULE "B"

ALL THAT Unit being the Flat No. "___" on the _____ Floor measuring _____Sq. Ft. carpet area along with _____ Sq feet Balcony equivalent to _____ Sq. Ft. super built up area on the Block "C" building at the Premises No. 6/2, Jessore Road, Kolkata – 700 028 together with _____ medium size covered / open to sky car parking space together with undivided indivisible proportionate share of the said land and/or interest in common area and common portion in common along with other Co-Purchasers at Holding No. 6/2 (formerly no. 6, 7A,7B) Jessore Road, Kolkata-700028 under Police Station Dum Dum.

SCHEDULE - "C"

COMMON AREAS AND PARTS

1. The Foundations columns beam supports corridors lobbies' stairs, stairways, landings, entrance and exists and eventual roof.
2. Lift installations, lift room and pump room.
3. Common passages, driveways, common areas, excepting car parking areas, herein shall remain the absolute property of the Vendor.
4. Water pump, Water Tanks or reservoirs, water pipes and other common plumbing installations.
5. Electrical wiring, meters and fittings and fixtures for lighting the staircases, lobbies and other common areas (excluding those as are installed for any particular unit)
6. Drains and sewers from the building or buildings to the Corporation Duct.
7. Water and sewage evacuation pipes from the units to drains and sewers common to the building or buildings.
8. Boundary walls including outer pipes of the said building or buildings and main gate.
9. Such other common parts, areas, equipment, installations, fixtures, fittings, covered and open space in or about the said building or buildings as are necessary for passage to or user and occupancy of the units / parking spaces and as are easements of necessity of the building or buildings.

IN WITNESSTH WHEREOF the parties hereunder have set their and subscribed their respective hands on the date and month year first above written.

SIGNED SEALED AND DELIVERED

By the **VENDORS** in Kolkata

In presence of:

- 1.
- 2.

SIGNED SEALED AND DELIVERED

By the **DEVELOPER** in Kolkata

In presence of:

- 1.
- 2.

1. SIGNED SEALED AND DELIVERED

By the said **PURCHASERS** at Kolkata

In presence of:

- 1.
- 2.

Drafted by

MEMO OF CONSIDERATION

RECEIVED of and from within named transferees the within mentioned consideration sum of **Rs.**_____ /- (**Rupees** _____ **only**) on various dates through various cheques / NEFT and individual receipts having been provided to the Purchasers by the Developer/ Confirming party.

WITNESS:

- 1.

- 2.

DEVELOPER