

DEED OF SALE

THIS DEED OF SALE made on this _____ day of _____
Two Thousand and _____

BETWEEN

VENDORS:

(1) PRABIR ROY CHOWDHURY (PAN ADIPR1841H) (Aadhar No._____), son of Late Netai Roy Chowdhury, by faith – Hindu, by occupation - Business, by nationality – Indian, **(2) (SMT.) ASHIMA ROY CHOWDHURY (PAN ACKPC4784D) (Aadhar No._____)**, wife of Shri Prabir Roy Chowdhury, by faith – Hindu, by occupation – House Business, by nationality – Indian, **(3) ABIR ROY CHOWDHURY (PAN AYNPC1308C) (Aadhar No._____)**, son of Shri Prabir Roy Chowdhury, by faith – Hindu, by occupation - business, by nationality – Indian, **(4) AHELI ROY CHOWDHURY (PAN BEEPC6473C) (Aadhar No._____)**, daughter of Shri Prabir Roy Chowdhury, by faith – Hindu, by occupation - Professional services, by nationality – Indian all residing at Plot No.BF-14, Sector – I, Salt Lake, P.O. CC Block, P.S. Bidhannagar (North), Kolkata – 700 064, **(5) ANUVAB CHAKRABORTY (PAN AEGPC5979J) (Aadhar No._____)**, son of Late Subhas Chakraborty, by faith – Hindu, by occupation - business, by nationality – Indian; **(6) SMT. SARBANI CHAKRABORTY (PAN ADVPH0300C) (Aadhar No._____)**, wife of Shri Anuvab Chakraborty, by faith – Hindu, by occupation - business, by nationality – Indian, both residing at Plot No. FD– 144, Sector- III, Salt Lake, P.O. I B Market, P.S. Bidhannagar (South), Kolkata – 700 106; **(7) AKASH VANIJYA PRIVATE LIMITED (PAN AAFCA8703Q) (CIN _____)**, a company incorporated under the Companies Act, 1956, having its Registered Office at Mukul Shanti Garden, Block – 1, Flat No.1/1A, Jagerdanga, P.O. R. Gopalpur, P.S. Airport, Kolkata 700 136; **(8) DEBASHIS GUHA (PAN ECWPG0833F)**

(**Aadhar No.**_____), son of Late Dilip Kumar Guha, by faith – Hindu, by occupation - business, by nationality – Indian, residing at 23/9, Kabi Nabin Sen Road, P.S. Dumdum, P.O. Dum Dum, Kolkata – 700 028;

(9) AFTER LINK NIRMAAN PRIVATE LIMITED (PAN AALCA2795G) (CIN _____), a company incorporated under the Companies Act, 1956, having its Registered Office at Akash Nilay Housing Complex, Block-C/1, Flat No. 1B, Gr. Floor, Narayanpur, P.O. R- Gopalpur, P.S. Airport, Kolkata 700 136;

(10) EARTHWORK NIRMAN PRIVATE LIMITED (PAN AACCE2035N) (CIN _____), a company incorporated under the Companies Act, 1956, having its Registered Office at Akash Nilay Housing Complex, Block – C/1, Flat No.1B, Ground Floor, Narayanpur, P.O. R-Gopalpur, P.S. Airport, Kolkata – 700 136;

(11) ABIR INTERNATIONAL, a Proprietorship Firm having its Registered Office at P-9, Motijheel Avenue, P.O. Motijheel Avenue, P.S. Dumdum, Kolkata – 700 074;

(12) COMFORT VANIJYA PRIVATE LIMITED (PAN AACCC8786C) (CIN _____), a company incorporated under the Companies Act, 1956, having its Registered Office at Akash Nilay Housing Complex, Block – C/1, Flat No.1B, Ground Floor, Narayanpur, P.O. R-Gopalpur, P.S. Airport, Kolkata – 700 136;

(13) BRILLIANT TIEUP PRIVATE LIMITED (PAN AAECB0461D) (CIN _____), a company incorporated under the Companies Act, 1956, having its Registered Office at Akash Nilay Housing Complex, Block – C/1, Flat No.1B, Ground Floor, Narayanpur, P.O. R-Gopalpur, P.S. Airport, Kolkata – 700 136;

(14) WONDERLAND NIRMAN PRIVATE LIMITED (PAN AACCW8546Q) (CIN _____), a company incorporated under the Companies Act, 1956, having its Registered Office at Akash Nilay Housing Complex, Block – C/1, Flat No.1B, Ground Floor, Narayanpur, P.O. R-Gopalpur, P.S. Airport, Kolkata – 700 136;

(15) NAVEDITA ADVISORY AND CONSULTANTS PRIVATE LIMITED (PAN AACCN7026N) (CIN _____), a company incorporated under the Companies Act, 1956, having its Registered Office at Plot No.FD – 144, Sector- III, Salt

Lake, P.O. I B Market, P.S. Bidhannagar (South), Kolkata – 700 106, the Vendor Nos.2, 4 to 15 are represented by their Constituted Attorneys, **(1) PRABIR ROY CHOWDHURY (PAN ADIPR1841H)**, son of Late Netai Roy Chowdhury, by faith – Hindu, by occupation - Business, by nationality – Indian and **(2) ABIR ROY CHOWDHURY (PAN AYNPC1308C)**, son of Shri Prabir Roy Chowdhury, by faith – Hindu, by occupation - Business, by nationality – Indian, both residing at Plot No.BF-14, Sector – I, Salt Lake, P.O. CC Block, P.S. Bidhannagar (North), Kolkata – 700 064 vide Power of Attorney dated 8th January 2019 and registered with the Additional Registrar of Assurances-III, Kolkata on Book IV Volume No.1903-2019 Pages 13346 to 13424 Being No.190300201 for the year 2019 **(16) PARITOSH SINHA (PAN AMBPS7643A) (Aadhar No._____)**, son of Late Surendra Nath Sinha, by faith – Hindu, by occupation - business, by nationality – Indian, residing at Flat No.4A, 29A, Ballygunge Park, P.O. Ballygunge, P.S. Karaya, Kolkata – 700 019; **(17) SMT. RONITA SINHA (PAN AMQPS8056C) (Aadhar No._____)**, wife of Shri Paritosh Sinha, by faith – Hindu, by occupation - business, by nationality – Indian, residing at Flat No.4A, 29A, Ballygunge Park, P.O. Ballygunge, P.S. Karaya, Kolkata – 700 019; **(18) MADHURI TRADECOM PRIVATE LIMITED (PAN AAGCM3357B) (CIN _____)**, a company incorporated under the Companies Act, 1956, having its Registered Office at 5, Kiran Shankar Roy Road, P.O. Kolkata G.P.O., P.S. Hare Street, Kolkata – 700 001; **(19) R.S. DELTRADE PRIVATE LIMITED (PAN AAECR6123J) (CIN _____)**, a company incorporated under the Companies Act, 1956, having its Registered Office at 5, Kiran Shankar Roy Road, P.O. Kolkata G.P.O., P.S. Hare Street, Kolkata – 700 001 and **(20) SINHA AND COMPANY**, a Proprietorship Firm, having its Office at 5, Kiran Shankar Roy Road, P.O. Kolkata G.P.O., P.S. Hare Street, Kolkata – 700 001 the Vendor Nos.16 to 20 are represented by their Constituted Attornies, **(1) PRABIR ROY CHOWDHURY (PAN ADIPR1841H)**, son of Late Netai Roy Chowdhury, by faith – Hindu, by occupation - Business, by nationality –

Indian and **(2) ABIR ROY CHOWDHURY (PAN AYNPC1308C)**, son of Shri Prabir Roy Chowdhury, by faith – Hindu, by occupation - business, by nationality – Indian, both residing at Plot No.BF-14, Sector – I, Salt Lake, P.O. CC Block, P.S. Bidhannagar (North), Kolkata – 700 064 vide Power of Attorney dated 8th January 2019 and registered with the Additional Registrar of Assurances-III, Kolkata on Book IV Volume No.1903-2019 Pages 13425 to 13469 Being No.190300202 for the year 2019

AND

DEVELOPER:

EARTHWORK NIRMAN PRIVATE LIMITED (PAN AACCE2035N) (CIN _____), a company incorporated under the Companies Act, 1956, having its Registered Office at Akash Nilay Housing Complex, Block – C/1, Flat No.1B, Ground Floor, Narayanpur, P.O. R-Gopalpur, P.S. Airport, Kolkata – 700 136, represented by its authorized signatory **SHRI TAPAS SENGUPTA (PAN CXHPS5484G) (Aadhar No._____)**, son of late Ajit Senguptas, by faith Hindu, by occupation – Service, by nationality – Indian, residing at RB9, Raghunathpur, Sabnam Designated unit, Flat No. 3B, 2nd floor, Kolkata 700 059 duly authorized vide board resolution dated _____

AND

PURCHASER

[If the Purchaser is a company]

_____**(PAN _____)**, **(CIN _____)** a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at _____, represented by its authorized signatory, **SHRI _____ (PAN _____) (Aadhar No._____)**, son of _____, by faith _____, by occupation –

_____, by nationality – Indian, residing at _____ duly authorized vide board resolution dated _____

[OR]

[If the Purchaser is a Partnership]

_____ (**PAN** _____), a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, represented by its authorized partner _____, **SHRI** _____ (**PAN** _____) (**PAN** _____) (**Aadhar No.** _____), son of _____, by faith _____, by occupation – _____, by nationality – Indian, residing at _____.

[OR]

[If the Purchaser is an Individual]

_____ (**PAN** _____) (**Aadhar No.** _____), son of _____, by faith _____, by occupation – _____, by nationality – Indian, residing at _____.

[OR]

[If the Purchaser is HUF]

_____ (**PAN** _____) (**Aadhar No.** _____), son of _____, by faith _____, by occupation – _____, by nationality – Indian, residing at _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ **HUF** (**PAN** _____), having its place of business at _____.

Definitions – Unless, in this agreement, there be something contrary or repugnant to the subject or context

- (i) “**Vendors**” shall mean (1) Prabir Roy Chowdhury (2) (Smt.) Ashima Roy Chowdhury (3) Abir Roy Chowdhury (4) Aheli Roy Chowdhury (5) Anuvab Chakraborty (6) (Smt.) Sarbani Chakraborty; (7) Akash Vanijya Private Limited; (8) Debashis Guha (9) After Link Nirmaan Private Limited; (10) Earthwork Nirman Private Limited; (11) Abir International; (12) Comfort Vanijya Private Limited; (13) Brilliant Tieup Private Limited; (14) Wonderland Nirman Private Limited; (15) Navedita Advisory And Consultants Private Limited; (16) Paritosh Sinha (17) (Smt.) Ronita Sinha; (18) Madhuri Tradecom Private Limited; (19) R.S. Deltrade Private Limited and (20) Sinha and Company and include in case of individuals their respective heirs, executors, administrators, legal representatives and/or assigns and in case of the company its successor or successors-in-office and/or assigns;
- (ii) “**Developer**” shall mean Earthwork Nirman Private Limited and include its successor or successors-in-office and/or assigns;
- (iii) “**Purchaser**” shall mean one or more purchasers named above and include:-
- a. in case of an individual, his/her heirs executors administrators legal representatives and/or assigns;
 - b. in case of a HUF, its members for the time being their respective heirs executors administrators legal representatives and/or assigns;
 - c. in case of a partnership firm, its partners for the time being their respective heirs executors administrators legal representatives and/or assigns;

- d. in case of a Company, its successors or successors-in-office and/or assigns;
 - e. in cases not falling within any of the above categories, the constituent of the purchaser as its nature and character permits and their heirs legal representatives or successors as the case may be and/or assigns.
- (iv) “**Association**” shall mean any Association of Persons, Syndicate, Committee, Society, Company or other body that may be formed of the Co-owners for the Common Purposes having such rules regulations and restrictions as be deemed proper and necessary by the Developer but not inconsistent with the provisions and covenants herein contained;
- (v) “**Building Plan**” shall mean the plan for construction of the New Buildings sanctioned by the Bidhannagar Municipal Corporation vide Plan No. BMC/BPN/RG/107/03/17/18(1/10) dated 28th December 2017 and include all sanctionable modifications thereof and/or alterations thereto as may be made by the Vendors and the Developer with the approval of the Architects and/or the concerned authorities;
- (vi) “**Club**” shall mean the club building to be constructed by the Developer at the said Properties.
- (vii) “**Common Areas and Installations**” shall according to the context mean and include the areas installations and facilities comprised in and for the individual Buildings and the said properties as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** hereunder written and expressed or intended by the Developer for common use and enjoyment of the Purchaser in common with the Vendors and other persons permitted by the Vendors and/or the Developer and

save and except the same, no other part or portion of any individual Building or the said properties shall be claimed to be part of the Common Areas and Installations by the Purchaser either independently or jointly with any other Co-owner/s;

- (viii) **“Common Expenses”** shall mean and include all expenses for the Common Purposes including those mentioned in the **FOURTH SCHEDULE** hereunder written;
- (ix) **“Common Purposes”** shall mean and include the purposes of managing maintaining and up-keeping the said properties and the New Building and in particular the Common Areas and Installations, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas and Installations in common;
- (x) **“Co-owners”** shall mean all the buyers who from time to time have purchased or agreed to purchase any Unit and taken possession of such Unit including the Vendor for those Units not alienated or agreed to be alienated by the Vendor;
- (xi) **“Complex”** shall mean and include the said properties and the New Buildings with the Common Areas and Installations;
- (xii) **“Designated Block”** shall mean the Building in which the Unit agreed to be purchased by the Purchaser is situated.
- (xiii) **“Designated Unit”** shall mean the Unit described in **PART-I** of the **SECOND SCHEDULE** hereunder written;

- (xiv) **“Exclusive Balcony/Verandah/Open Terrace Area”** or **“EBVT Area”** shall mean the floor area of the balcony or verandah and/or open terrace as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Purchaser.
- (xv) **“Maintenance in-charge”** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes mean the Developer or the Co-owners as the case may be in terms of the clause 8 and its sub-clauses;
- (xvi) **“New Buildings”** shall mean the several individual buildings to be constructed by the Vendor from time to time at the said properties;
- (xvii) **“Parking Spaces”** shall mean the spaces in the Complex expressed or intended by the Vendor to be used for parking of motor cars, two-wheelers etc.,
- (xviii) **“said properties”** shall mean the property described in the **FIRST SCHEDULE** hereunder written;
- (xix) **“said share in the land”** shall mean the proportionate undivided indivisible share in the land comprised in the plinth of the Designated Block;
- (xx) **“Units”** shall mean the independent and self-contained flats and other constructed spaces in the New Building at the said properties capable of being exclusively held used or occupied by a person;
- (xxi) **“Force Majeure”** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to,

unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of any act or omission of the Party so prevented or breach by such Party of any of its obligations under this Indenture or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation or any local issues beyond the control of the Developer which may hamper the implementation of the Complex such as Strike, lockout, non-availability of materials or other labour difficulties or existence of any adverse condition which causes a material or adverse effect or impact on the Complex resulting in stoppage or suspension of work or sale of Units in the Complex for a continuous period exceeding 30 (thirty) days.

- (xxii) words importing **masculine gender** shall according to the context mean and construe **feminine gender** and/or **neuter gender** as the case may be; Similarly words importing **feminine gender** shall mean and construe **masculine gender** and/or **neuter gender**; Likewise words importing **neuter gender** shall mean and construe **masculine gender** and/or **feminine gender**;
- (xxiii) words importing **singular number** shall according to the context mean and construe the **plural number** and vice versa. Similarly words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa;

WHEREAS

- A. One Barada Kumar Roy was the sole and absolute owner of **ALL THAT** the various pieces and parcels of land contain an aggregate area of 1 acre 95 decimals be the same little more or less situate lying at and being R.S. and L.R. Dag Nos. mentioned herein below all in Mouja – Hatiara, J.L. No.14, R.S. No.188, Touzi No.160, 169 & 162/3 under P.S. Rajarhat (presently New Town) under the local limits of Bidhannagar Municipal Corporation and in the District of North 24 Parganas all morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as “the **SAID PROPERTIES**”:

R.S. & L.R. DAG NOS.	R.S. KHATIAN NO.	CLASSIFICATION	AREA (IN DECIMAL)
988	536	Bastu	93
974	435	Danga	16
977	488	Danga	9
968	592	Danga	14
978	945	Danga	4
986	945	Danga	4
991	945	Shali	43
972	389	Danga	5
973	389	Doba	4
987	547	Bagan	3
		Total:	195

- B. The said Barada Kumar Roy, a Hindu during his life time and at the time of his death and governed by Dayabhaga School of Hindu Law died Intestate on 29th July, 1976 leaving him surviving his four sons, Ranjit Roy, Ajit Kumar Roy, Surajit Kumar Roy and Sujit Roy and six daughters, Lila Bose, Prova Nag, Chhaya Majumder, Maya Aich, Mira Roy, Rama Majumder as his only heirs, heiresses and legal representatives who all upon his death inherited the said properties in equal undivided 1/10th shares each.
- C. The said Sujit Roy, a Hindu during his life time and at the time of his death and governed by Dayabhaga School of Hindu Law died

intestate as a bachelor leaving him surviving his three brothers Ranjit Roy, Ajit Krmar Roy and Surajit Kumar Roy and six sisters, Lila Bose, Prova Nag, Chhaya Majumder, Maya Aich, Mira Roy, Rama Majumder as his only heirs, heiresses, and legal representatives who all upon his death inherited his undivided 1/10th shares in the said properties in equal undivided 1/90th shares each.

- D. The said Ranjit Roy, a Hindu during his life time and at the time of his death and governed by Dayabhaga School of Hindu Law died intestate leaving him surviving his wife Rama Roy as his only heiress and legal representative who upon his death inherited his undivided 1/9th share in the said properties.
- E. The said Surajit Roy, a Hindu during his life time and at the time of his death and governed by Dayabhaga School of Hindu Law died Intestate leaving him surviving his wife Srabani Roy and only daughter Sanjukta Roy as his only heiresses and legal representatives who both upon his death inherited his undivided 1/9th shares in the said properties in equal undivided 1/18th share each.
- F. The said Lila Bose, a Hindu during her life time and at the time of her death and governed by Dayabhaga School of Hindu Law died Intestate leaving her surviving her husband Arun Kumar Bose and two daughters Tripti Ghosh Dastider and Mukti Dey as her only heir, heiresses and legal representatives who all upon her death inherited 1/9th shares in the said properties in equal undivided 1/27th share each.
- G. The said Prova Nag, a Hindu during her life time and at the time of her death and governed by Dayabhaga School of Hindu Law died Intestate leaving her surviving her two sons Shiba Prasad Nag and Sambhu Nag and three daughters Ratna Sarkar, Sikha Aich and Munmun Bag as her only heirs, heiresses and legal representatives

who all upon her death inherited her undivided $1/9^{\text{th}}$ shares in the said properties in equal undivided $1/45^{\text{th}}$ share each.

- H. The said Ratna Sarkar, a Hindu during her life time and at the time of her death and governed by Dayabhaga School of Hindu Law died Intestate leaving her surviving her only daughter Shampa Gupta as her only heiress and legal representative who upon her death inherited her undivided $1/45^{\text{th}}$ shares in the said properties.
- I. The said Munmun Bag, a Hindu during her life time and at the time of her death and governed by Dayabhaga School of Hindu Law Died Intestate leaving her surviving her husband Prafulla Bag and one son Swaraj Bag as her only heirs and legal representatives who both upon her death inherited her undivided $1/45^{\text{th}}$ shares in the said properties in equal undivided $1/90^{\text{th}}$ shares each.
- J. The said Chhaya Mazumdar, a Hindu during her life time and at the time of her death and governed by Dayabhaga School of Hindu Law died Intestate leaving her surviving her two sons Shubhasish Mazumdar and Debasish Mazumdar and one daughter Sharmishtha Sarkar as her only heirs, heiress and legal representatives who all upon her death inherited her undivided $1/9^{\text{th}}$ share in the said properties in equal undivided $1/27^{\text{th}}$ share each.
- K. The said Rama Majumder, a Hindu during her life time and at the time of her death and governed by Dayabhaga School of Hindu Law died Intestate leaving her surviving her one son Sauvik Majumder and one daughter Dolon Majumder as her only heir, heiress and legal representatives who both upon her death inherited her undivided $1/9^{\text{th}}$ shares in the said properties in equal undivided $1/18^{\text{th}}$ share each.
- L. The surviving heirs and heiresses of the said Baroda Kumar Roy mutated their names in the record of the Block Land and Land

Reforms Office as the owners of the said properties in the manner following:

<u>Name</u>	<u>LR Khatian No.</u>
Rama Roy	15517
Ajit Kumar Roy	15521
Shrabani Roy	15523
Sanjukta Roy	15522
Tripti Ghosh Dastider	15526
Mukti Dey	15527
Shiba Prasad Nag	15539
Shambhu Nag	15536
Shampa Gupta	15538
Shikha Aich	15537
Swaraj Bag	15532
Shubhasish Majumder	15529
Maya Aich	15518
Mira Roy	15520
Sauvik Mazumder	15524
Dolon Majumder	15525
Prafulla Kumar Bag	15535
Arun Bose	15528
Debasish Mazumder	15530

- M. By 20 several registered Deeds of Conveyance all dated 23rd September, 2015 and registered with the Additional District Sub-Registrar, Rajarhat, New Town, North 24 Parganas, the said Rama Roy and 18 others jointly sold conveyed, transferred, assigned and assured unto and in favour of the Vendors herein All That the said properties, each deed containing an area of 9.75 Decimals, being undivided 1/20th share each in the said Properties, in the manner following:

<u>Sl. No.</u>	<u>Purchaser/s</u>	<u>Deed No.</u>	<u>Area (in Decimals)</u>
1.	Abir Roy Chowdhury	I/10671/2015	9.75
2.	Prabir Roy Chowdhury & Others	I/10672/2015	9.75
3.	Anuvab Chakraborty & Another	I/10675/2015	9.75

4.	Akash Vanijya Private Limited	I/10676/2015	9.75
5.	Ashima Roy Chowdhury	I/10680/2015	9.75
6.	Debasish Guha	I/10681/2015	9.75
7.	Afterlink Nirmaan Private Limited	I/10683/2015	9.75
8.	Aheli Roy Chowdhury	I/10685/2015	9.75
9.	Earthwork Nirman Private Limited	I/10686/2015	9.75
10.	Abir International	I/10689/2015	9.75
11.	Comfort Vanijya Private Limited	I/10691/2015	9.75
12.	Brilliant Tie Up Private Limited	I/10692/2015	9.75
13.	Wonderland Nirman Private Limited	I/10696/2015	9.75
14.	Nevedita Advisory & Consultants Private Limited	I/10699/2015	9.75
15.	Prabir Roy Chowdhury	I/10704/2015	9.75
16.	Paritosh Sinha	I/10754/2015	9.75
17.	Ronita Sinha	I/10757/2015	9.75
18.	Madhuri Tradecom Private Limited	I/10762/2015	9.75
19.	R.S. Deltrade Private Limited	I/10759/2015	9.75
20.	Sinha and Company	I/10764/2015	9.75

- N. The Vendors herein got their names mutated in the records of the B.L.&L.R.O., Rajarhat as the owners of the said Properties under the following L.R. Khatian Nos.:

Name	L.R. Khatian No.
Abir Roy Chowdhury	16475
Prabir Roy Chowdhury	16503
Ashima Roy Chowdhury	16502
Abir Roy Chowdhury	16501
Aheli Roy Chowdhury	16494
Anuvab Chakraborty	16488
Sarbani Chakraborty	16489
Akash Vanijya Private Limited	16130
Ashima Roy Chowdhury	16493
Debasish Guha	16510
Afterlink Nirmaan Private Limited	16171
Aheli Roy Chowdhury	16443
Earthwork Nirman Private Limited	16156
Abir International	16269
Comfort Vanijya Private Limited	16127
Brilliant Tie Up Private Limited	16236
Wonderland Nirman Private Limited	16239
Nevedita Advisory & Consultants Private Limited	16155
Prabir Roy Chowdhury	16444
Paritosh Sinha	16477

Ronita Sinha	16487
Madhuri Tradecom Private Limited	16246
R S Deltrade Private Limited	16129
Sinha and Company	16245

- O. By a Deed of Amalgamation dated 3rd September 2016 made between the Vendors herein and registered with the Additional District Sub-Registrar, Rajarhat, New Town, North 24 Parganas in Book I Volume No.1523-2016 Pages 289616 to 289653 Being No.152309526 for the year 2016, the Vendors herein amalgamated all the R.S. and L.R. Dags forming the said Properties.
- P. The Vendors herein have got the said R.S. and L.R. Dag Nos.974, 977, 968, 978, 986, 991, 972 and 987 converted into 'Bastu' and also got the plan for construction of following new buildings at the said Properties sanctioned from the Bidhannagar Municipal Corporation vide Building Sanction Plan No.BMC/BPN/RG/107/03/17/18(1/10) dated 28th December 2017:

<u>Sl.No.</u>	<u>Block</u>	<u>No. of Storey</u>	<u>Use</u>
1.	1	Ground plus 3 storey	Club
2.	2	Ground plus 10 storey	Residential
3.	3	Ground plus 10 storey	Residential
4.	4	Ground plus 10 storey	Residential

- Q. By a Development Agreement dated 31st December 2018 made between the Vendor Nos.1 to 15 herein therein referred to as the Owners of the one part and the Developer herein therein also referred to as the Developer of the other part and registered with the Additional Registrar of Assurances-IV, Kolkata in Book I Volume No.1904-2019 Pages 26832 to 26930 Being No.190400117 for the year 2019, the Vendors, inter alia, did thereby agree to contribute the undivided 75% share in the said properties and to allow the same to be used exclusively and solely for the purpose of development of the

same by the Developer and agreed that with effect from the date of execution thereof, the Developer would have the sole exclusive and irrevocable right and authority to develop the said properties into a Complex and to market the same in the manner mentioned in the said Development Agreement. The sale of the Units in the Complex shall be on revenue sharing basis and the Vendors and the Developer will be entitled 42.5%:57.5% share respectively out of the total sale proceeds.

- R. By an another Development Agreement dated 31st December 2018 made between the Vendor Nos.16 to 20 herein therein referred to as the Owners of the one part and the Developer herein therein also referred to as the Developer of the other part and registered with the Additional Registrar of Assurances-IV, Kolkata in Book I Volume No.1904-2019 Pages 29830 to 29898 Being No.190400132 for the year 2019, the Vendors, inter alia, did thereby agree to contribute the undivided 25% share in the said properties and to allow the same to be used exclusively and solely for the purpose of development of the same by the Developer and agreed that with effect from the date of execution thereof, the Developer would have the sole exclusive and irrevocable right and authority to develop the said properties into a Complex and to market the same in the manner mentioned in the said Development Agreement. The sale of the Units in the Complex shall be on revenue sharing basis and the Vendors and the Developer will be entitled 42.5%:57.5% share respectively out of the total sale proceeds.
- S. The Building Plans for construction of the New Buildings at the said Properties have been sanctioned by the Bidhannagar Municipal Corporation vide Plans being Nos. BMC/BPN/RG/107/03/17/18(1/10) dated 28th December 2017 and the Developer have, inter alia,

constructed the Designated Block at the said Properties in accordance with the Building Plans.

- T. The Vendors agreed to sell and transfer and the Purchaser agreed to purchase the Designated Unit in the said Complex and the parties have entered upon agreement in respect thereof on the terms and conditions therein contained. The Purchaser has paid the entire agreed consideration to the Developer and the Developer has delivered possession of the Designated Unit to the Purchaser.
- U. The Purchaser has got himself fully satisfied about the title of the Vendors and the Developer to the said share in the Land and the Designated Unit and about the Complex and also the Building Plans and the construction of the Designated Unit and the Designated Block and the specifications and workmanship thereof and all right title and interest of the Developer (including those to be and remain excepted reserved unto the Vendors and the Developer) as also morefully contained hereinafter.
- V. The Purchaser hereby consents to the Vendors and the Developer for transferring the Common Areas and Installation for the Complex to the Association of the Owners to be formed.
- W. The Purchaser has now called upon the Vendors and the Developer to complete the sale of the Designated Unit and accordingly the parties are executing these presents for completion of sale of the Designated Unit at the consideration and on and subject to the terms and conditions agreed between the parties as hereinafter contained.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO
as follows:

1 **DESIGNATED UNIT:**

In pursuance of the said agreement and in consideration of the sum of Rs. _____ (Rupees _____) only by the Purchaser to the Developer paid at or before the execution hereof (the receipt whereof the Developer doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof, both the Developer and the Vendors do acquit release and forever discharge the Purchaser and the Designated Unit hereby conveyed and transferred unto and to the Purchaser by delivering or hand over of the vacant and peaceful possession of the same simultaneously with the execution of these presents), Vendors doth hereby convey transfer and assure and the Developer doth hereby concur and confirm unto and to the Purchaser **ALL THAT** the proportionate undivided share in the land comprised in the said Properties morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as “the **SAID PROPERTIES**” attributable to the Designated Unit **AND** the Developer doth hereby convey transfer and assure and the Vendors do hereby concur and confirm unto and to the Purchaser **ALL THAT** the Designated Unit being the Flat bearing Unit No. _____ containing a total carpet area (includes the area of the flat and the exclusive verandah) of _____ Square feet more or less on the _____ floor of the Block-_____ of the Complex at the said Properties **And** _____ covered car parking space/s on the ground floor of the Designated Block bearing No. _____ / _____ open car parking space/s at the ground level of the said Properties bearing No. _____ morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **AND TOGETHER WITH** right to use the Common Areas and Installations in common with the Vendors, Developer and other persons permitted by the Vendors and/or the Developer **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Unit **AND** all the estate right title interest

property claim and demand whatsoever of the Vendors into or upon the Designated Unit **TOGETHER WITH** easements quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Designated Unit belonging to the Purchaser in common with the other Co-owners **TO HAVE AND TO HOLD** the Designated Unit and the Appurtenances unto and to the use of the Purchaser absolutely and forever **SUBJECT TO** the Purchaser's acknowledgement of several matters contained herein and the terms, conditions, covenants and agreements hereunder contained and on the part of the Purchaser to be observed, fulfilled and performed **AND ALSO SUBJECT TO** the Purchaser paying the municipal and all other rates, taxes, proportionate common expenses and other charges and outgoings (including those mentioned in **FOURTH SCHEDULE** hereunder written) relating to the Designated Unit and its Appurtenances wholly and relating to the said Complex and the Common Areas and Installations proportionately and observing fulfilling and performing of the rules, regulations and restrictions framed by the Developer or the Maintenance In-charge from time to time (and including in particular those mentioned in **FIFTH SCHEDULE** hereunder written).

2 THE VENDORS AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- 2.1 The interest which the Vendors and the Developer do 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 unto and to the use of the Purchaser, the Designated Unit in the manner aforesaid.
- 2.2 It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Unit and to receive the rents issues and profits thereof without any

interruption disturbance claim or demand whatsoever from or by the Vendors and the Developer or any person or persons claiming through under or in trust for the Vendors **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Developer save only those as are expressly mentioned herein.

2.3 The Vendors and the Developer shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Designated Unit hereby granted sold conveyed and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

2.4 The Developer, unless prevented by fire or some other irresistible force, shall upon reasonable requests and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to his attorneys or agents for inspection the title deeds in connection with the said Properties in its custody and also shall, at the like requests and costs of the Purchaser, deliver to the Purchaser attested or xerox copies therefrom as the Purchaser may require and will in the meantime, unless prevented as aforesaid, keep the same safe, unobliterated and un-cancelled.

3 THE PURCHASER TO THE END AND INTENT THAT THE OBLIGATIONS HEREIN CONTAINED SHALL RUN WITH LAND AND CONTINUE THROUGHOUT DOTH HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER as follows:

3.1 The Purchaser shall at its own costs and expenses abide by, observe fulfill and perform the terms, conditions and obligations contained

herein and in the agreement with the Vendors and the Developer in the manner and within the period stipulated therefor and shall not commit any delay or default in respect thereof. The Purchaser shall not object to, dispute or challenge the properties benefits and rights excepted and reserved by the Vendors and the Developer hereunder or any other right of the Vendors or the Developer or the Maintenance In-charge hereunder and shall not do any act deed or thing which may affect the exercise of any right of the Vendors or the Developer or the Maintenance In-charge hereunder.

3.2 The ownership and enjoyment of the Designated Unit by the Purchaser shall be subject to payment of the Taxes and Outgoings and observance, fulfillment and performance of the Rules and Regulations as morefully contained in the **FIFTH SCHEDULE** hereunder written and as a matter of necessity, the Purchaser, in using and enjoying the Designated Unit and the Common Areas and Installations, shall:-

3.2.1 observe fulfill and perform the rules regulations obligations covenants and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Properties and in particular the Common Areas and Installations and other Common Purposes including those specified in **FOURTH SCHEDULE** hereunder written; and

3.2.2 bear and pay all municipal and other rates, taxes, impositions and outgoings in respect of the Designated Unit and Appurtenances wholly and otherwise in respect of the Designated Block, the said Properties and/or the Common Areas and Installations proportionately including the Taxes and Outgoings as mentioned in **FOURTH SCHEDULE** hereunder written.

- 3.3 The Designated Unit and the Parking Space shall be one lot and shall not be dismembered or dissociated in any manner and the Purchaser shall also not be entitled to claim any partition of the said share in the Land.
- 3.4 **COMMON AREAS AND INSTALLATIONS:** The Designated Block and the Complex shall contain the Common Areas and Installations as specified in the **THIRD SCHEDULE** hereunder written subject to such variations as the Vendors and the Developer may from time to time make therein. The Purchaser shall have the right to use the Common Areas and Installations in common with the Vendors and the Developer and other Co-owners and other persons permitted by the Vendors and the Developer. The ownership of the Common Areas and Installations shall be transferred in favour of the Association of the Owners to be formed by the Owners of the various Units.
- 3.5 As a matter of necessity, the Purchaser, in using and enjoying the Designated Unit and the Common Parts and Portions binds himself and covenants with the Developer and the Maintenance In-charge and with all the other Co-owners for the time being that any use of the Common Areas and Installations shall, however, be subject to the payment of the Taxes and Outgoings mentioned in **FOURTH SCHEDULE** and in accordance with the Rules and Regulations framed by the Vendors or the Maintenance In-charge from time to time (including the Rules and Regulations as mentioned in **FIFTH SCHEDULE**). It is further expressly agreed by and between the parties that save those expressed or intended by the Developer to form part of the Common Areas and Installations, no other part or portion of the Designated Block or of the Complex shall be claimed to be part of the Common Areas and Installations by the Purchaser either independently or in common with any other Co-owner.

- 3.6 Before the date of execution hereof, the Purchaser has independently examined and got himself fully satisfied about the title of the Vendors and the Developer to the said Properties and the Designated Unit and accepted the same and agrees and covenants not to raise any objection with regard thereto or make any requisition in connection therewith. The Purchaser has also inspected the Building Plan in respect of the Complex and the location and area of the Designated Unit and agrees and covenants not to raise any objection with regard thereto.
- 3.7 The Purchaser is fully aware and has unequivocally accepted that the Complex shall be constructed and completed by the Developer in phases.
- 3.8 The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Designated Block or any other New Building in the Complex or any part thereof at the said Properties.
- 3.9 The Purchaser shall have no connection whatsoever with the Co-owners of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Developer for fulfillment of the Purchaser's obligations and the Vendors and/or Developer rights shall in no way be affected or prejudiced thereby.
- 3.10 The Purchaser individually or along with the other Co-owners will not require the Developer to contribute towards proportionate share of the Common Expenses in respect of the Units or Parking Spaces or other portions which are not alienated or agreed to be alienated by the

Developer for a period of _____ year from the date of completion of the entire Complex.

4 AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

4.1 **MAINTENANCE IN-CHARGE AND ASSOCIATION:** Until the period mentioned in clause 4.1.1 hereinafter, the Common Areas and Installations shall be in the exclusive control, management and administration of the Developer who shall be the Maintenance In-charge. The Developer may itself or by appointing any person or facilities management agency, look after and administer the acts relating to the Common Purposes. The Purchaser shall, if so required by the Developer, enter upon separate maintenance related agreement with the Developer or the Maintenance Agency appointed by it.

4.1.1 Within one year from the delivery of possession of 80% of the Units in the Complex or earlier at any time hereafter if so decided by the Developer, the Association will be formed to take over the control, management and administration of the Common Purposes. The Purchaser hereby agrees and undertakes that it shall be bound to become a member of such Association and co-operate with the Developer fully and in all manner and sign all necessary documents, applications, papers, powers etc., with regard to formation of the Association.

4.1.2 In case due to any reason, the Developer send notice in writing to the Purchaser and the other Co-owners for the time being, to take over charge of the acts relating to Common Purposes within the period specified therein, then and only in such event, the Purchaser along with the other Co-owners shall

immediately upon receiving such notice, themselves form the Association for the Common Purposes and the Developer shall not be responsible and liable therefor.

4.1.3 Upon formation of the Association, the Developer shall handover/transfer to the Association all rights responsibilities liabilities and obligations with regard to the Common Purposes whereupon only the Association shall be entitled thereto and obliged therefor **Provided that** in case on the date of expiry of three months from the date of sending the notice by the Developer the Association is not formed by the Co-owners in terms of Clause 4.1.2 hereinabove, then all such rights responsibilities and obligations with regard to the Common Purposes shall be deemed as on such date to have been handed over/transferred by the Developer to all the Co-owners for the time being of the Complex and thereupon only the Co-owners shall be entitled thereto and obliged therefor fully and in all manner. The Deposits paid by the Purchaser to the Developer shall also be transferred by the Developer to the Association or Co-owners, as the case may be, after adjustment of all dues of the Purchaser upon such handover.

4.1.4 The rules, regulations and/or bye laws of the said Association and those that the Association and/or the Co-owners may frame or apply in respect of the Complex or any part thereof, shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Developer, hereunder reserved and/or belonging to the Developer and also those that the Developer may hereafter reserve.

4.2 **CLUB:** The membership of this Club shall be free for the Purchaser and the other Co-owners of the Complex. The Purchaser shall pay the

charges as prescribed from time to time for using the facilities, running, maintenance, replacement and/or otherwise in respect of the Club and its fitouts, facilities and usage and shall also abide by the rules and regulations framed by the Maintenance In-charge for proper management and use of the Club.

4.2.1 The Developer may transfer the Club to any person or persons alongwith all the membership rights of the members and/or give the maintenance and management of the club to any agency whom the Developer may deem fit and proper.

4.2.2 The Developer may induct members from outside of the complex in the Club at it wish and such members will be eligible for using the facilities of the Club and not the Complex.

4.3 The Purchaser's proportionate undivided share in the land of the plinth of the Designated Block shall be the proportion in which the carpet area of the Designated Unit may bear to the carpet area of all the Units in the Designated Block. The Purchaser's proportionate share in other matters shall be the proportion in which the carpet area of the Designated Unit may bear to the carpet area of all the Units in the Complex. It is clarified that while determining the proportionate share of the Purchaser in the various matters referred herein, the decision of the Developer on any variations shall be binding on the Purchaser.

4.4 The Purchaser shall be and remain responsible for and to indemnify the Vendors, the Developer and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the New Buildings or to any person due to negligence or any act deed or thing made done or occasioned by the

Purchaser and shall also indemnify the Vendors and the Developer against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Developer as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

- 4.5 Any delay or indulgence by the Developer in enforcing the terms of this Deed or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights to the Developer.
- 4.6 The Complex shall bear the name “_____” or such other name as be decided by the Developer from time to time.
- 4.7 This Deed and the agreement for sale executed heretofore contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Deed be terminated or waived except by written consent of both parties. In case of any inconsistency or contradiction between the agreement between the parties and this Deed, the terms and conditions of this Indenture shall prevail. The Purchaser acknowledges upon signing of this Deed that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Vendors and the Developer or their agents, servants or employees other than what is specifically setforth herein and in the agreement between the parties.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(SAID PROPERTIES)

ALL THAT the various pieces and parcels of land contain an aggregate area of 1 acre 95 decimals be the same little more or less situate lying at and being R.S. and L.R. Dag Nos. mentioned herein below and all recorded in L.R. Khatian Nos. 16475, 16494, 16501, 16502, 16503, 16488, 16489, 16130, 16493, 16510, 16171, 16443, 16156, 16269, 16127, 16236, 16239, 16155, 16444, 16477, 16487, 16246, 16129 and 16245 in Mouja – Hatiara, J.L. No.14, R.S. No.188, Touzi No.160, 169 & 162/3 under P.S. Rajarhat (presently New Town) under the local limits of Rajarhat, Gopalpur Municipality and in the District of North 24 Parganas”:

R.S. & L.R. DAG NOS.	R.S. KHATIAN NO.	CLASSIFICATION	AREA (IN DECIMAL)
988	536	Bastu	93
974	435	Bastu	16
977	488	Bastu	9
968	592	Bastu	14
978	945	Bastu	4
986	945	Bastu	4
991	945	Bastu	43
972	389	Bastu	5
973	389	Doba	4
987	547	Bastu	3
		Total:	195

THE SECOND SCHEDULE ABOVE REFERRED TO:
PART-I
(DESIGNATED UNIT)

ALL THAT the Unit No. [___] having carpet area of [___] square feet and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, if any, having area of [___] square feet aggregating to a Net area of [___] square feet, type [___], on [___] floor in the Building (“Unit”) along with [___] number of garage/covered car parking space bearing nos. [___] each admeasuring [___] square metre in the [___] ***[Please insert the location of the garage/covered parking]***, (“Garage”) now in course of construction on

the said properties **TOGETHER WITH** the proportionate share in all common areas as permissible under law.

PART-II

(The floor plan of the Designated unit)

THE THIRD SCHEDULE ABOVE REFERRED TO:

A. Common Areas & Installations at the Designated Block:

1. Staircases, landings and passage with glass panes and stair-cover on the ultimate roof.
2. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the Designated Block.
3. Two automatic Lifts in each residential buildings with all machineries accessories and equipments (including the lift machine room) and lift well.
4. Ultimate Roof of the Building.
5. Electrical installations with main switch and meter and space required therefore in the Building
6. Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
7. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
8. Such other areas, installations and/or facilities as the Vendors and the Developer may from time to time specify to form part of the Common Areas and Installations of the Designated Block

B. Common Areas & Installations at the Complex:

1. Electrical installations and the accessories and wirings in respect of the complex and the space required therefore, if installed (and if installed then at extra costs as specified herein).
2. Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Residential Buildings.
3. Municipal Water supply or Deep tube well with water filtration plant (only in case of deep tube well) for water supply.
4. Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains.
5. DG Set, its panels, accessories and wirings and space for installation of the same.
6. Club related construction viz., Room for Library. Indoor Games and Yoga and the fittings and fixtures relating to the Swimming Pool and changing Rooms/spaces, Gymnasium with provision for and Multi-purpose court.
7. Community Hall with provision for AC.
8. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the complex

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Designated Block and of the Complex (including lifts, generators, intercom, transformer, water pump with motor, Club, gutters and water pipes for

all purposes, drains and electric cables and wires in under or upon the Designated Block and/or the Complex and/or the Club and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the Designated Block and/or the Complex so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL** : All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including lifts, generators, intercom, transformer, water pump with motor, Club related equipments, etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION** : Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **INSURANCE**: Insurance premium for insurance of the Building and also otherwise for insuring the Designated Block against earthquake,

damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES :** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS :** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(RULES AND REGULATIONS)

1. The Purchaser binds himself and covenants:
 - (a) to use the Designated Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Developer first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Unit or any activity which may cause nuisance or annoyance to the Co-owners. It is expressly agreed that any restriction on the Purchaser shall not in any way restrict the right of the Vendor to use or permit any other Unit or portion of the Designated Block to be used for non-residential purposes.
 - (b) unless the right of parking is expressly granted and mentioned in the **SECOND SCHEDULE** hereinabove written, the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said properties (including at the open spaces at the said properties). No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever. The Purchaser shall not

park any vehicle of any description anywhere within the Complex save only at the place if agreed to be granted to him.

- (c) Not to grant transfer let out or part with the right of parking car, if such right of parking is agreed to be granted hereunder, independent of the Designated Unit nor vice versa, with the only exception being that the Purchaser may grant transfer let out or part with the right of parking car or the Designated Unit independent of the other to any other Co-owner of the Designated Block and none else.
- (d) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Block save at the place as be approved or provided by the Developer and/or the Maintenance In-charge **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Unit.
- (e) to apply for and obtain at his own costs separate assessment and mutation of the Designated Unit in the records of the Bidhannagar Municipal Corporation within 06 (six) months from the date of possession.
- (f) Not to commit or permit to be committed any form of alteration or changes in the Designated Unit or in the beams, columns, pillars of the Designated Block passing through the Designated Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Designated Block.

- (g) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Unit at all reasonable times for construction and completion of the Designated Block and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- (h) to keep the Designated Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Designated Block in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Designated Block and not to do or cause to be done anything in or around the Designated Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Unit.
- (i) not to commit or permit to be committed any alteration or changes in, or draw from outside the Designated Block, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Unit and any other Unit in or portion of the Complex.
- (j) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Complex and the said Properties and other Common Purposes.
- (k) keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said properties free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse

or waste therein or in the Common Areas and Installations and the said properties.

- (l) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, The Bidhannagar Municipal Corporation, Electricity Authority, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Unit as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, transformer, drainage, sewerage and other installations and amenities at the Complex.
 - (m) not to alter the outer elevation of the Designated Block or any part thereof nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Designated Block otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- 1.1 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder (then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the rate of _____% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:
- a) disconnect the supply of electricity to the Designated Unit.
 - b) withhold and stop all other utilities and facilities (including lifts, generators, water, etc.) to the Purchaser and his employees

customers agents tenants or licencees and/or the Designated Unit.

- c) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Designated Unit.

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 above named **VENDORS** at Kolkata in the presence of:

SIGNED SEALED AND DELIVERED by the above named **DEVELOPER** at Kolkata in the presence of:

**SIGNED SEALED AND
DELIVERED** by the above
named **PURCHASER** at
Kolkata in the presence of:

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the withinnamed Purchaser the
withinmentioned sum of Rs._____.00 (Rupees
_____) only being the consideration in full payable as
memo mentioned hereunder:

MEMO OF CONSIDERATION:

WITNESSES: