

Final copy

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SALE DEED OF FLAT

THIS INDENTURE made this theth day of,

BETWEEN

1. MR PRASANTA CHOUDHURI (PAN- AFCPC5561K), son of Late Anadinath Choudhury, by religion- Hindu (Indian Citizen), by occupation- Retired Person, residing at- School Bagan, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal,
2. MRS CHHAYA GUHA (PAN- ADCPG7063N), wife of Sri Rathindranath Guha, by religion- Hindu (Indian Citizen), by occupation- Retired Person, residing at- 27, Chelo Mahal, P.O. Natunganj, P.S. Burdwan, Dist. Burdwan(East), PIN Code 713102, West Bengal,
3. MRS SOMA CHOWDHURY (PAN- ANTPC6945J), daughter of Late Anadinath Choudhury, by religion- Hindu (Indian Citizen), by occupation- Retired Person, residing at- School Bagan, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal,

represented by their TRUE & LAWFUL ATTORNEY MR DWAIPAYAN GHOSH (PAN- BROP0298J), son of Mr Biswa Bijoy Ghosh, by religion- Hindu (Indian Citizen), by occupation- Business, residing at- Kalimohan Pally, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, the sole proprietor of M/S JHINUK INFRA, a proprietorship firm having its office at Flat No. FF - 01, First Floor, Block- B, Alapan Apartments, Bandhgora, 39/39/1/F-01, Sriniketan Road North, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, hereinafter called and referred to as the 'OWNER/VENDOR' (which term or expression shall unless excluded by or repugnant to the context be deemed to include his/its heirs, executors, administrators representatives, successors and/or assigns) the Party of the FIRST PART:

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AND

M/S JHINUK INFRA, a proprietorship firm having its office at Flat No. FF - 01, First Floor, Block- B, Alapan Apartments, Bandhgora, 39/39/1/F-01, Sriniketan Road North, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, represented by its Proprietor MR DWAIPAYAN GHOSH (PAN- BROPG0298J), son of Mr Biswa Bijoy Ghosh, by religion- Hindu (Indian Citizen), by occupation- Business, residing at- Kalimohan Pally, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, hereinafter called and referred to as the 'DEVELOPER/PROMOTER' (which term or expression shall unless excluded by or repugnant to the context be deemed to include his/its heirs, executors, administrators representatives, successors and/or assigns) the Party of the SECOND PART

AND

_____ hereinafter called and referred to as the "PURCHASER/S" (which term and expression shall unless excluded by or repugnant to the context be deemed to include his/her/their/its heirs, executors, administrators representatives, successors and/or assigns) the party of the THIRD PART :

WHEREAS :

A. The following terms and expressions shall in these presents have the respective meanings assigned to them herein-below, unless the same be contrary or repugnant to the subject or context :

A.1 "Act" Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).

A.2 "Rules" Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.

A.3 "Regulation" means the Regulations made under the West Bengal Housing Industry Regulation Act 2017.

A.4 "Section" means a section of the Act

B1. WHEREAS Annapurna choudhury was absolute owner of R.S. Dag No. 571/2822 measuring 15 decimals appertaining to R.S. Khatian No. 4385 of Mouza Bolpur, Dist. Birbhum having her full share and Whereas R.S. record of rights in respect of R.S. Dag No. 571/2822 of Mouza Bolpur stands in the name of Annapurna Choudhury.

B2. AND WHEREAS the R.S. Dag No. 571/2822 has been recorded as L.R. Dag No. 1529 in L.R. Record of Rights.

B3. AND WHEREAS the share of Annapurna Choudhury in R.S. Dag No. 571/2822, i.e. L.R. Dag

B4. AND WHEREAS Annapurna Choudhury had effected mutation in the record of Bolpur Municipality and was also paying municipal tax relating to the property as described in the First Schedule hereunder in her name as an assessee of the Holding (Holding No. 226/167, Ward No. 09).

B5. AND WHEREAS after the death of Annapurna Choudhury on 20-04-2009 her share devolved upon her one son Prasanta Chowdhuri and two daughters Chhaya Guha & Soma Choudhury, the owners herein.

B6. AND WHEREAS the share of Prasanta Chowdhuri, Chhaya Guha & Soma Choudhury in L.R. Dag No. 1529 has duly been recorded in L.R. Khatian No. 23045, 23046 & 23047 respectively.

B7. AND WHEREAS the owners herein have also effected mutation in the record of Bolpur Municipality and are also paying municipal tax relating to the property as described in the First Schedule hereunder in their names as assessee of the Holding (Holding No. 226/167, Receipt No. 73906, Ward No. 09).

B8. AND WHEREAS the said Prasanta Chowdhuri, Chhaya Guha & Soma Choudhury are enjoying the property and they are absolute owners of the said land are entitled to dispose of the same.

B9. AND WHEREAS the owners have unanimously decided to develop their said property through the Developer and after discussion with the Developer herein the owners have confirmed the Developer to undertake the necessary arrangements for construction of the building thereon on JOINT VENTURE BASIS and due to financial difficulties and other personal problems, the owners have executed a Deed of Development Agreement dated 12th day of July, 2019, registered at the office of the Addl. Dist. Sub Registrar, Bolpur, Birbhum and entered into Book NO. 01, Volume No. 0303-2019, Pages from 116694 to 116725, being No. 030305752 for the year 2019 in favour of the SECOND PART to nominate and appoint it as Developer/Promoter and the owners have also executed a Deed of Development Power of Attorney dated 12th day of July, 2019, registered at the office of the Addl. Dist. Sub Registrar, Bolpur, Birbhum and entered into Book NO. 01, Volume No. 0303-2019, Pages from 117817 to 117836, being No. 030305806 for the year 2019 in favour of the SECOND PART to nominate and appoint it as their True and Lawful Attorney.

B10. AND WHEREAS the Bolpur Municipality has sanctioned a Plan bearing Basic Sanction No. BM/BP/S/556, dated - 11-03-2020 and subsequent Revised Sanction No. BM/BP/REVI-S/76, dated - 22-07-2020 for construction of Building on the Property utilizing only the sanctionable area of the Property measuring more or less 15 Decimal (under L. R. Khatian No. 23045, 23046 & 23047, L. R. Dag No. 1529 under Mouza Bolpur, J. L. No. 99, P.S. Bopur, Dist. Birbhum).

C. The Owner/Vendor and/or Developer/Promoter has commenced construction in accordance with the Plan.

AND WHEREAS the Purchaser/s approached the Owner/Vendor and/or Developer/Promoter for being allotted for purchase ALL THAT Flat/Shop/Parking Space **Being No.**, **..... Floor** bordered GREEN in the FLOOR PLAN annexed herewith, with or without exclusive Balcony, particularly described in the SECOND SCHEDULE below and the right to use and enjoy the Common Portions and wherever the context so intends or permits, shall include the said Undivided Share, particularly described in the THIRD SCHEDULE below. which constructed on the land, more fully and particularly described in the FIRST SCHEDULE; hereinafter called and referred as THE SAID FLAT/SHOP/PARKING SPACE and the Owner/Vendor and/or Developer/Promoter agreed to make such allotment and allotted on certain terms and conditions that have been agreed to by the parties and are being recorded in writing herein.

AND WHEREAS the Purchaser/s has/have fully satisfied himself/ herself/themselves/itself as to the title of the Owner/Vendor and/or Developer/Promoter in respect of the said Property and has also inspected the proposed Map or Plan sanctioned for construction of Multi Storied Building at the said Property by the authorities concerned and hereby assures and covenants with the Owner/Vendor and/or Developer/Promoter that he/she/it/they is fully satisfied himself/herself/themselves/itself in respect thereof and has agreed not to raise any objection or dispute whatsoever or howsoever over and in respect thereof.

AND WHEREAS the Purchaser/s after being satisfied about the title of the Owner/Vendor and/or Developer/Promoter in respect of the said property and after inspection of the relevant papers and documents and the sanctioned plan of the proposed building has agreed to purchase the said Flat/Shop/Parking Space TOGETHER WITH undivided proportionate variable indivisible impartible share in the Land underneath the Building in which the Flat/Shop/Parking Space in question is, situated, within Land measuring more or less 15 Decimal under L. R. Khatian No. 23045, 23046 & 23047, L. R. Dag No. 1529 under Mouza Bolpur, J. L. No. 99, P.S. Bolpur, Bolpur Municipality, and the Owner/Vendor and/or Developer/Promoter agreed to make such allotment the Purchaser/s has agreed to purchase on said Flat/Shop/Parking Space to be constructed by the Owner/Vendor and/or Developer/Promoter at and for the consideration of Rs./= (Rupees) only free from all encumbrances and charges and entered into an Agreement for sale with the Owner/Vendor and/or Developer/Promoter.

AND WHEREAS the Owner/Vendor and/or Developer/Promoter have completed the construction of the above mentioned SAID FLAT/SHOP/PARKING SPACE and after actual measurement comes to more or less Sq.Ft. Carpet Area. The Purchaser/s has/have fully satisfied himself/herself/themselves/itself as to the Construction of the said Building as well as the SAID FLAT/SHOP/PARKING SPACE and also the material used by the Owner/Vendor and/or Developer/Promoter for the construction and completion of the said Building as well as the said Flat/Shop/Parking Space and further fully satisfied himself/herself/themselves/itself as to the measurement of the said Flat/Shop/Parking Space and hereby assures and covenants with the Owner/Vendor and/or Developer/Promoter that he/she/it is fully satisfied himself/herself/itself/themselves in respect thereof and has agreed not to raise any objection or dispute whatsoever or howsoever over and in respect thereof.

AND WHEREAS in pursuance of the above mentioned Agreement and on actual measurement the Purchaser/s has/have paid the entire consideration amounting to Rs./= (Rupees) only to Owner/Vendor and/or Developer/Promoter.

AND WHEREAS any terms and conditions, contrary to this Deed of Conveyance, agreed or offered orally and/or in writing or through brochure/media in between or among the parties hereto shall be deemed to have been waived, modified, rectified and/or amended.

NOW THIS INDENTURE WITNESSETH THAT THE PARTIES HERETO HAVE AGREED AS FOLLOWS :

1. In consideration of the said sale Agreement between the Owner/Vendor and/or Developer/Promoter & and the Purchaser/s herein and in consideration of the sum of Rs./= (Rupees) only of the lawful money of the Union of India well and sufficiently paid by the Purchaser/s to the Owner/Vendor and/or Developer/Promoter in terms of the said sale Agreement on or before the execution of these presents (the receipt whereof the Owner/Vendor and/or Developer/Promoter doth hereby as well as by the receipt and memo hereunder written admit and acknowledge) and of and from the same and every part thereof Owner/Vendor and/or Developer/Promoter at the request of the Purchaser/s and of and from the same and every part thereof jointly doth hereby acquit discharge exonerate and release the Purchaser/s the ALL THAT Flat/Shop/Parking Space **Being No. , Floor** bordered GREEN in the FLOOR PLAN annexed herewith, with or without exclusive Balcony, particularly described in the SECOND SCHEDULE below and the right to use and enjoy the Common Portions and wherever the context so intends or permits, shall include the said Undivided Share, particularly described in the THIRD SCHEDULE below. which constructed on the land, more fully and particularly described in the FIRST SCHEDULE; and attributable to the SAID FLAT/SHOP/PARKING SPACE hereby granted, sold, conveyed and transferred, the Owner/Vendor and/or Developer/Promoter doth hereby grant sell convey transfer assign and assure ALL THAT undivided proportionate variable indivisible impartible share in land underneath the Building in which the ALL THAT Flat/Shop/Parking Space **Being No. , Floor** bordered GREEN in the FLOOR PLAN annexed herewith, with or without exclusive Balcony, particularly described in the SECOND SCHEDULE below and the right to use and enjoy the Common Portions and wherever the context so intends or permits, shall include the said Undivided Share, particularly described in the THIRD SCHEDULE below. which constructed on the land, more fully and particularly described in the FIRST SCHEDULE; (hereinafter referred to as the "SAID SHARE IN THE SAID PREMISES") together with all and whatever right, title and interest of the Owner/Vendor and/or Developer/Promoter of and in ALL THAT Flat/Shop/Parking Space **Being No. , Floor** bordered GREEN in the FLOOR PLAN annexed herewith, with or without exclusive Balcony, particularly described in the SECOND SCHEDULE below and the right to use and enjoy the Common Portions and wherever the context so intends or permits, shall include the said Undivided Share, particularly described in the THIRD SCHEDULE below. which constructed on the land, more fully and particularly described in the FIRST SCHEDULE; (more fully described in the SECOND SCHEDULE hereunder written and hereinafter collectively referred to as the "SAID FLAT/SHOP/PARKING SPACE") ALSO TOGETHER WITH undivided proportionate variable and impartible share in the common parts and portion of the said Building more fully and particularly described in the THIRD SCHEDULE hereinafter mentioned but without any Ownership right in the ultimate Roof of the Building, and the open land within the said property. AND the reversion or reversions remainder or remainders AND rents issues and profits of the said flat/shop/parking space including the said share in the said premises and/or any and every part thereof AND all the legal incidence thereof AND ALL the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and equity of the Owner/Vendor and/or Developer/Promoter into or upon and in respect of the said share in the said premises or any and every part thereof herein comprised and hereby sold conveyed granted and transferred TO HAVE AND TO HOLD the same and every part thereof unto and to the use of the Purchaser/s SUBJECT

TO the Purchaser's covenants herein and subject to the terms, covenants, stipulations, conditions and agreements hereunder written and on the part of the Purchaser/s to be observed and performed as the covenants for the benefits and protection of the premises and binding upon the Purchaser/s or the person deriving title to the said share in the said premises as "covenant running with the land" SUBJECT HOWEVER TO the Purchaser/s paying to the Owner/Vendor and/or Developer/Promoter/Association proportionate service charges and maintenance charges and also paying proportionate Municipal and all other rates taxes outgoings and common expenses including those mentioned in the FOURTH SCHEDULE hereunder written in connection with the SAID FLAT/SHOP/PARKING SPACE wholly and the building and the said land and in particularly the common areas and facilities proportionately.

2. The Owner/Vendor and/or Developer/Promoter doth hereby covenant with the Purchaser/s as follows:-

2.1 That notwithstanding any act deed matter or thing whatsoever heretofore done committed or knowingly suffered by the Owner/Vendor and/or Developer/Promoter to the contrary the Owner/Vendor and/or Developer/Promoter is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to sell and transfer assign and assure.

2.2 That the Owner/Vendor and/or Developer/Promoter have good right full power and absolute and indefeasible authority to sell assign and transfer the said share in the said premises and every part thereof unto and to the use of the Purchaser/s in the manner aforesaid and according to the true intent and meaning of these presents.

2.3 That it shall be lawful for the Purchaser/s at all times hereafter peaceably and quietly to enter into and upon the SAID FLAT/SHOP/PARKING SPACE and to hold occupy and enjoy the said flat/shop/parking space forever subject to the terms, conditions and covenants contained herein and to receive the rents issues and profits in respect of the SAID FLAT/SHOP/PARKING SPACE including the said share in the said premises without any lawful eviction interruption hindrance disturbance claim or demand whatsoever from or by the Owner/Vendor and/or Developer/Promoter or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the SAID FLAT/SHOP/PARKING SPACE including the said share in the said premises from under through or in trust for the Owner/Vendor and/or Developer/Promoter AND free and clear and freely and clearly and absolutely acquitted exonerated and discharged against all charges lispens and encumbrances whatsoever made done executed or knowingly suffered by the Owner/Vendor and/or Developer/Promoter.

2.4 That the Owner/Vendor and/or Developer/Promoter and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the SAID FLAT/SHOP/PARKING SPACE including the said share in the said premises from through under or in trust for the Owner/Vendor and/or Developer/Promoter shall and will from time to time and at all times hereafter at the request and costs of the Purchaser/s do make acknowledge and execute or cause to be done made acknowledged and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the SAID FLAT/SHOP/PARKING SPACE including the said share in the said premises hereby granted transferred assigned and assured and every part thereof unto and to the use of the Purchaser/s as shall or may be reasonably required.

2.5 That the Owner/Vendor and/or Developer/Promoter shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser/s produce or cause to be produced before the Purchaser/s or his Attorney or Attorneys or Agent or Agents or before any Court, Tribunal, Board, Authority or firm for inspection or otherwise as occasion shall require the deeds and writings in connection with the said land and/or building thereon so long as the same shall remain with the Owner/Vendor and/or Developer/Promoter and shall also at the like request and costs deliver to the Purchaser/s such attested or other copies of or extracts there from as Purchaser/s may require AND shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterated, uncanceled and unspoilt.

3. The Purchaser/s doth hereby covenant with the Owner/Vendor and/or Developer/Promoter as follows:-

3.1 comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;

3.2 permit the Owner/Vendor and/or Developer/Promoter, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat/Shop/Parking Space for the Common Purposes or the Project;

3.3 deposit the amounts for various purposes as required by the Owner/Vendor and/or Developer/Promoter/Maintenance Agency or the Association;

3.4 use and occupy the said Flat only for the purpose of residence, the said Shop only for the purpose of Business and the said Parking Space only for the purpose of Parking the Vehicles;

3.5 use the Common Portions without causing any hindrance or obstruction to other Flat/Shop/Parking Space Owners and occupants of the Building;

3.6 keep the said Flat/Shop/Parking Space and walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat/Shop/Parking Space in the Building and/or in the said Property in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flat/Shop/Parking Space/parts of the Building.

3.7 in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Flat/Shop/Parking Space or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;

3.8 use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat/Shop/Parking Space of men, materials and utilities;

3.9 bear and pay the Common Expenses and other outgoings in respect of the said Property

- 3.10 pay Municipal and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the said Property proportionately and the said Flat/Shop/Parking Space wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat/Shop/Parking Space until the same is assessed separately by the Municipality;
- 3.11 pay for other utilities consumed in or relating to the said Flat/Shop/Parking Space;
- 3.12 allow the other Flat/Shop/Parking Space Owners the right to easements and/or quasi-easements;
- 3.13 regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier; and
- 3.14 observe and comply with such other covenants as be deemed reasonable by the Owner/Vendor and/or Developer/Promoter for the Common Purposes.
- 3.15 not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Flat/Shop/Parking Space or any part of the Building or the said Property or may cause any increase in the premium payable in respect thereof;
- 3.16 not to decorate the exterior of the Building otherwise than in the manner agreed by the Owner/Vendor and/or Developer/Promoter in writing or in the manner as near as may be in which it was previously decorated;
- 3.17 not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings or in any other common areas or installations of the Building;
- 3.18 not to store or allow any one to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Building;
- 3.19 not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flat/Shop/Parking Space in the Building;
- 3.20 not to claim any right over and/or in respect of any open land at the said Property or in any other open or covered areas of the Building and the said Property reserved or intended to be reserved by the Owner/Vendor and/or Developer/Promoter for his own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him;
- 3.21 not to park or allow anyone to park any car or two wheeler at any place other than the space earmarked for parking car(s) and/or two wheeler(s);
- 3.22 not to do any addition, alteration, structural changes, construction or demolition in the said Flat/Shop/Parking Space without prior permission from the Municipality and other concerned authorities as also the Owner/Vendor and/or Developer/Promoter and also subject to the condition

- 3.23 not to use the said Flat/Shop/Parking Space for any purpose save and except for residential purpose and not to use the said Flat/Shop/Parking Space in any manner that may cause nuisance to occupiers of the other portions of the Building and not to use the said Flat/Shop/Parking Space as a Club House, Boarding House, Eatery or for commercial, illegal or immoral purposes;
- 3.24 not to block or occupy any pathway, passages, corridor, lobby in any manner whatsoever;
- 3.25 not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Memorandum.
- 3.26 To co-operate with the Owner/Vendor and/or Developer/Promoter/Association in the management and maintenance of the Building and doing all other acts relating to and concerning with the common purpose and formation of association of the Flat/Shop/Parking Space of the Society of the Building.
- 3.27 To observe and perform rules regulations and restrictions from time to time in force for the use and management of the said Building and in particular the common parts and the common portions formed and/or made applicable from time to time by the Owner/Vendor and/or Developer/Promoter/Association.
- 3.28 Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flat/Shop/Parking Space in the said Building.
- 3.29 To pay and bear proportionately the common expenses and general expenses and other outgoings in respect of the Building and all the expenses and outgoings and charges in respect of the said Flat/Shop/Parking Space.
- 3.30 To pay Municipal and all other rates, taxes, levies and impositions in respect of the said Building proportionately and in respect of the said Flat/Shop/Parking Space wholly.
- 3.31 To pay and bear for electricity and other utilities in or relation to the said Flat/Shop/Parking Space including the charges for loss of electricity due to amortization/transformation etc., and the proportionate charges for replacement/repairs of the transformer and other connected utilities and apparatus.
- 3.32 Until formation of the Association and its taking over maintenance management and administration of the common portions of the Building, common parts, general utilities or common portion of Flat/Shop/Parking Space, the said Owner/Vendor and/or Developer/Promoter shall continue to maintain, manage and administer the same and the Purchaser/s shall pay to the Owner/Vendor and/or Developer/Promoter proportionate share of the common expenses.
- 3.33 The Purchaser/s will/shall not take up wiring for electrical and telephone installations, television antenna and/or any other appliances or air conditioning units on the exterior of the property concerned that protrudes through the walls except as expressly authorized in writing by the Owner/Vendor and/or Developer/Promoter/Association.

3.34 Till such time the said Flat/Shop/Parking Space is being separately assessed by the Bolpur Municipality or any Comptenant Authority and separate rate bills being issued, the Purchaser/s will/shall regularly and punctually pay proportionate share of the rates and taxes as assessed by the Bolpur Municipality or any other competent authority on the whole building and/or the premises to the Owner/Vendor and/or Developer/Promoter or the association (upon its formation) within such time as may be prescribed by the Owner/Vendor and/or Developer/Promoter or the Association. The proportion of the Purchaser/s in the rates and taxes and also otherwise hereunder be determined by the Owner/Vendor and/or Developer/Promoter or the Association on the basis of the area of each Flat/Shop/Parking Space in the said building and the Purchaser/s shall accept the same. Upon the said Flat/Shop/Parking Space being separately assessed by the Bolpur Municipality or any other competent authority and separate rate bills being issued, the liability of the Purchaser/s for payment of his/her share towards the rates and taxes of the said Flat/Shop/Parking Space to the Owner/Vendor and/or Developer/Promoter or the Association shall determine. The Purchaser/s will/shall however, regularly and punctually pay all such rate bill and keep the Owner/Vendor and/or Developer/Promoter and the Association as the case may be indemnified there from.

3.35 Upon formation of the Association/Holding Organization and its taking over maintenance and management of the building with the consent of the Owner/Vendor and/or Developer/Promoter, the Owner/Vendor and/or Developer/Promoter shall transfer to the Association and Holding Organization all the rights and obligations of the Owner/Vendor and/or Developer/Promoter with regard to the common purpose (save those expressly or intended to be reserved by the Owner/Vendor and/or Developer/Promoter) whereupon only the Association and Holding Organization shall be entitled to and obliged therefore. Upon such transfer the Co-owners and the Association and/or Holding Organization shall however remain liable to indemnify the Owner/Vendor and/or Developer/Promoter from all liabilities due to non-fulfillment of their respective obligations hereunder by the Co-owners and/or the Association and/or Holding Organization.

3.36 The Purchaser/s will/shall pay to the Owner/Vendor and/or Developer/Promoter any Tax at such rate as be fixed by the authorities upon the construction cost paid by the Purchaser/s to the Owner/Vendor and/or Developer/Promoter and also pay all ancillary taxes and levies within 7 days of demand by the Owner/Vendor and/or Developer/Promoter upon the Purchaser/s.

3.37 It would be obligatory on the Purchaser/s to make payment of the liabilities herein mentioned to the Owner/Vendor and/or Developer/Promoter or the Association or Holding Organization in whom the control and management of the building shall remain vested, in such manner as may be directed by the Owner/Vendor and/or Developer/Promoter or the Association or the Holding Organization. In case the Purchaser/s fails or neglect to pay the amount payable and/or reserved under this present, the same shall carry interest at the rate of 12% (Twelve percent) per annum and it will be within the competence of the Owner/Vendor and/or Developer/Promoter or the association or the Holding Organization to discontinue services to the Purchaser/s in his/her/its/their said Flat/Shop/Parking Space pending payment of such liabilities.

3.38 The Purchaser/s will/shall not claim any separation or partition proportionate share in land or in the common areas and facilities

4. It is hereby agreed by and between the Owner/Vendor and/or Developer/Promoter and the Purchaser/s as follows

4.1 The Purchaser has agreed to purchase the said Flat/Shop/Parking Space with full knowledge that he/she/they would have no right, title, interest, claim or entitlement in respect of which Exclusive Use Rights are being granted with appurtenant to some Flats/Shop/Parking Space and which shall be transferable with the transfer of such some Flat/Shop/Parking Space respectively. The purchaser irrevocably and unconditionally agrees and undertakes not to have or be entitled to nor to claim any right, title or interest whatsoever in the other Flat/Shop/Parking Space at the Premises (including the Balcony comprised therein) and/or the properties and rights which are not intended to be transferred to the Purchaser as aforesaid and also hereby disclaims, relinquishes releases and/or waives in favour of the Owner/Vendor and/or Developer/Promoter and/or the other Flat/Shop/Parking Space Owners, as the case may be, all right, title, interest, entitlement or claim that Purchaser may entitled to, both in law or any equity, into or upon the Other parts and portions of the Building and the Premises including the exclusive Balcony attached/appurtenant to some Flat and excepting only those which are being expressly agreed to be transferred in favour of the Purchaser by the memorandum and agrees that such provision would also be included in the Deed of Conveyance to be executed in favour of the Purchaser in respect of the said Flat/Shop/Parking Space.

4.2 Notwithstanding anything to the contrary contain elsewhere in this Memorandum it is expressly agreed that the sale of the said Flat/Shop/Parking Space in favour of the Purchaser herein shall always be subject to the terms, conditions, restrictions, stipulations, covenants, rights, entitlements and easements contained in this Indenture.

4.3 In respect of the properties and rights which are not intended to be transferred to the Purchaser as aforesaid and/or which are stated to belong to the Owner/Vendor and/or Developer/Promoter, the Owner/Vendor and/or Developer/Promoter shall be entitled to use, utilize, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by him in his absolute discretion, without any reference to the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same.

4.4 The proportionate share of the Purchaser in respect of any matter referred to under this Memorandum shall be such as may be determined by the Owner/Vendor and/or Developer/Promoter and the Purchaser agrees and undertakes to accept the same notwithstanding there being minor variations.

4.5 The Owner/Vendor and/or Developer/Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Building and/or other areas in the Building and/or the said Property by putting up hoardings, display signs, neon-signs, lighted displays etc. without being required to pay any charges for the same and neither the Flat/Shop/Parking Space Owners nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever. For this purpose the Owner/Vendor and/or Developer/Promoter shall

4.6 Notwithstanding anything to the contrary contained elsewhere in this Memorandum it is expressly agreed that the sale of the said Flat/Shop/Parking Space in favour of the Purchaser herein shall always be subject to the terms, conditions, restrictions, stipulations, covenants, rights, entitlements and easements contained in this Indenture.

4.7 The Project and the Building to be constructed at the said Property have been named ALEKKHYA and the same shall always be known by the said name. The Purchaser and/or the Flat/Shop/Parking Space Owners and/or the Association shall not be entitled to change the said name and its logo under any circumstances whatsoever.

4.8 The Purchaser shall have no connection whatsoever with the other Flat/Shop/Parking Space Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Flat/Shop/Parking Space Owners (either express or implied) and the Purchaser shall be responsible to the Owner/Vendor and/or Developer/Promoter for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other Flat/Shop/Parking Space Owner.

4.9 It is clarified that the defect liability responsibility of the Owner/Vendor and/or Developer/Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorized modifications or repairs done by the Purchaser or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Owner/Vendor and/or Developer/Promoter to the Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the Purchaser, the Owner/Vendor and/or Developer/Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Owner/Vendor and/or Developer/Promoter/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Purchaser has been made aware and the Purchaser expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchaser it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

4.10 Imposition of or enhancement in any tax (including GST) duty levy surcharge charge or fee under any statute rule or regulation in respect of the said Property, the Building and/or the said Flat/Shop/Parking Space or the maintenance thereof or the transfer of the said Flat/Shop/Parking Space, the same shall be borne and paid by the Purchaser proportionately or wholly as the case may be, without raising any objection thereto, within 7 days of demand being made by the Owner/Vendor and/or Developer/Promoter and the Owner/Vendor and/or Developer/Promoter shall not be liable for the same.

4.11 The Purchaser shall be responsible for and shall keep the Owner/Vendor and/or Developer/Promoter, Maintenance Agency and/or the Association indemnified of from and against all damages claims demands costs charges expenses and proceedings occasioned relating to the said Property or any part of the Building or to any person due to any negligence or any act deed thing or omission made done or occasioned by the Purchaser and shall keep the Owner/Vendor and/or Developer/Promoter indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Owner/Vendor and/or Developer/Promoter as a result of any act, omission or negligence of the Purchaser or the servants agents licensees invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.

THE FIRST SCHEDULE ABOVE REFERRED TO :
SAID LAND/PROPERTY

ALL THAT Land measuring more or less 15 Decimal under L. R. Khatian No. 23045, 23046 & 23047, R.S. Dag No. 571/2822, L.R. Dag No. 1529, Classification- Vastu, under Mouza Bolpur, J. L. No. 99, P.S. Bolpur, Bolpur Municipality, Dist. Birbhum, bordered RED in the MAP or PLAN annexed herewith, is butted and bounded as follows:-

ON THE NORTH : Land of L. R. Dag No. 1528.
ON THE EAST : Land of L.R. Dag No. 1526 (Municipality Road).
ON THE SOUTH : Land of L. R. Dag No. 1530 (Municipality Road).
ON THE WEST : Land of L.R. Dag No. 1528.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO :
(SOLD PROPERTY, THE SAID FLAT/SHOP/PARKING SPACE)

ALL THAT the residential Flat/Shop/Parking Space Being No. _____, _____Floor, of the Building having Carpet area of _____ square feet equivalent to _____ Sq. ft. of Built up area and _____ Sq.ft. of super built up area in the Complex named "ALEKKHYA" to be constructed at the said Property.

PART- II

EXCLUSIVE BALCONY _____ Sq.ft. Carpet Area attached with the said FLAT which has been included in the Super Built Up area of the Flat.

THE THIRD SCHEDULE ABOVE REFERRED TO

COMMON PORTIONS

- a) Lobbies, passages, staircases, landings, corridors of the said Building.
- b) Driveways and internal paths and passages in the said Property.
- c) Lift pits, chute and lift machine rooms.
- d) Common drains, sewers, pipes and plumbing equipments.
- e) Water supply from deep tube well/Municipality (if any)
- f) Common underground water reservoir (if any)

- g) Overhead water tank in the said Building (save with are with individual Row Bungalow).
- h) Wires, switches, plugs and accessories for lighting of common areas.
- i) Master/Disc Antenna for satellite television, cable T.V. together with its accessories if installed or provided (or if any).
- j) Water Pump and motor and water pump room (if any).
- k) Lifts and lift machinery and other equipments
- l) Common toilets
- m) Room for Darwans (if any).
- n) Common electrical wiring, meters, fittings and fixtures for lighting of common areas
- o) Boundary walls and Main Gate/Gates
- p) HT/LT room/space
- q) Electricity meter room/space
- r) Generator room/ space (if any)
- s) Fire fighting equipments in the Building

THE FOURTH SCHEDULE ABOVE REFERRED TO
COMMON EXPENSES AND GENERAL EXPENSES

1. GENERAL : All costs and expenses for maintaining, repairing, redecoration and doing all acts, deeds and things which are necessary for maintaining and beautifying the whole Building. The expenses for maintaining the gutters and water pipes, drains and electric wires for the Building and the said Building and used and enjoyed by the Purchaser in common with other Purchasers/occupiers and in common with other occupiers of the whole Building and all expenses for maintaining the said Building, Main Entrance, Landing, Staircases of the Building and Boundary walls of the Property and the costs of cleaning and lightening the whole Building as well as the said building and keeping the said, back and front space of the building.

2. ASSOCIATION : All costs and expenses for establishment and incorporation and registration of the Association for the whole Building. Proportionate expenses for the Association will be paid by the Purchaser including the costs of its formation, establishment and registration.

3. OPERATIONAL : The expenses for day to day maintenance of the whole Building particular building and such expenses to be incurred by Association will be borne by the Flat/Shop/Parking Space holders proportionately including the salary of the staffs of the Association.

4. RESERVES : Creation of funds replacement, for renovation and/or other periodic expenses.

THE FIFTH SCHEDULE ABOVE REFERRED TO :
RIGHTS OF OWNER, MAINTENANCE AGENCY & ASSOCIATION

a) Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Memorandum or otherwise shall be done by the Owner/Vendor and/or Developer/Promoter whose decision shall be final and binding on the Purchaser.

b) The Maintenance Charges payable by the Purchaser with effect from the Date of Possession shall be fixed by the Maintenance Agency and shall be payable on a monthly basis. In the event of the Purchaser not taking over possession of the said Flat/Shop/Parking Space within the time fixed in the notice calling upon him to take possession, the Maintenance Charges shall become payable by the Purchaser with effect from the date of expiry of the such period of such notice provided that until all payments due under this Memorandum are made by the Purchaser no right of whatsoever nature shall or can accrue in favour of the Purchaser in respect of the said Flat/Shop/Parking Space.

c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.

d) The Maintenance Agency/Association shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Flat/Shop/Parking Space in case of default in timely payment of the Maintenance Charges, Electricity Charges, Municipal taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days notice in writing.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

SIGNED, SEALED AND DELIVERED

by the Owner/Vendor and/or Developer/Promoter
at Bolpur in the presence of:

1.

.....
(Signature of the Attorney of the Owners)

2.

.....
(Signature of the Developer/Promoter)

SIGNED, SEALED AND DELIVERED

by the PURCHASER/S at Bolpur in the
presence of:

1.

.....
(Signature of the PURCHASER/S)

2.

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Received from the Purchaser/s the within mentioned sum of Rs./= (Rupees) only paid in favour of JHINUK INFRA as per memo below:

MEMO OF CONSIDERATION

| DATE | CH/DD NO. | BANK NAME & BRANCH | AMOUNT IN RUPEES | FLAT AMOUNT | GST AMOUNT |
|------|-----------|-----------------------|---------------------|----------------|---------------|
|------|-----------|-----------------------|---------------------|----------------|---------------|

.....
(Signature of the Developer/Promoter)

Dwipayan Jha