

DEED OF CONVEYANCE

THIS INDENTURE made this the day of January, TWO THOUSAND EIGHTEEN (2018),

BETWEEN

1) SRI RABINDRA NATH MITRA, son of Late Baidya Nath Mitra, by Faith- Hindu, by Occupation- Retired Person, Nationality- Indian, 2) SRI JATINDRA NATH MITRA, son of Late Baidya Nath Mitra, by Faith- Hindu, by Occupation- Retired Person, Nationality- Indian both are residing at Village and Post Office- Shyampur, Police Station- Maheshtala, Kolkata-700137, District- South 24-Parganas, 3) MANJU MITRA, wife of Late Sachindranath Mitra, by Faith- Hindu, by Occupation-Housewife, Nationality- Indian, residing at present Lalita Apartment, Block-A, 22, Narayantala West, Baguihati, Kolkata-700059, 4) TUHIN MITRA, son of Late Sachindranath Mitra, by Faith- Hindu, by Occupation-Service, Nationality- Indian, residing at present Lalita Apartment, Block-A, 22, Narayantala West, Baguihati, Kolkata-700059, 5) ARCHITA MITRA, daughter of Late Sachindranath Mitra, by Faith- Hindu, by Occupation-Housewife, Nationality- Indian, residing at present Lalita Apartment, Block-A, 22, Narayantala West, Baguihati, Kolkata-700059, 6) SMT. NAMITA BOSE, wife of Sri Debiprasad Bose, by Faith- Hindu, by Occupation- Housewife, Nationality- Indian, residing at Shyampur Sarkarpara, Post Office-Budge Budge, Police Station- Maheshtala, District- South 24 Pargnas, 7) MS. SABITA MITRA, Daughter of Late Baidya Nath Mitra, By Faith Hindu, By Occupation- Homemaker, residing at Village & Post Office- Shyampur, Police Station-Maheshtala, Kolkata-700137, 8) MRS. KABITA BOSE, Wife of Mrs. Mrinal Kanti Bose, By Faith Hindu, By Occupation-Housewife, residing at 22A, Hemchandra Street, Khidirpur, Kolkata - 700023, 9) MRS.

ANITA BISWAS, Wife of Late Samar Biswas, By Faith Hindu, By Occupation- Housewife, residing at 5/1, Sibas Dutta 2nd by lane, Howrah-1, 10) MRS. AMITA GHOSH, Wife of Sri Sujay Ghosh, By Faith Hindu, By Occupation- Housewife, residing at 3/1, Beharilal Chakraborty Lane, Howrah-1, represented by their Constituted Attorney ROHIT NAHAR, son of Rabindra Singh Nahar, residing at 45/4A, Chakraberia Road, South, Kolkata-700025, Director of "ENLIGHTEN INFRA PROJECTS PRIVATE LIMITED", a Private Limited company duly registered and incorporated under the meaning and provisions of the Companies Act, 2013 having its registered office at K.P.Mondal Road, Chandipur, Nodakhali, P.O. B/Chandipur, P.S. Nodakhali, District South 24 Parganas, hereinafter called and referred to as the "OWNERS OF THE LAND/VENDORS" (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include their respective heir/heirs, successor/successors, executor/ executors, administrator/ administrators, legal representative/representatives and assign/assigns) of the FIRST PART.

AND

1) _____ (PAN-_____) (MOBILE-_____)), son of _____, by Faith- _____, by Occupation- _____, Nationality- Indian, and
 2) _____ (PAN-_____) (MOBILE-_____)), wife of _____, by Faith- _____, by Occupation- _____, Nationality- Indian, both are residing at _____

_____, hereinafter called and referred to as "PURCHASERS" (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include their heir/heirs, successor/successors, executor/executors, administrator/ administrators, legal representative/representatives and assign/assigns) of the SECOND PART.

AND

"ENLIGHTEN INFRA PROJECTS PRIVATE LIMITED", a Private Limited company duly registered and incorporated under the meaning and provisions of the Companies Act, 2013, having its registered office at K. P. Mondal Road, Chandipur, Nodakhali, Post Office- B/Chandipur, Police Station- Nodakhali, District- South 24 Parganas, represented by one of the Director MR. ROHIT NAHAR (PAN-ABKPN2303A), son of Rabindra Singh Nahar, residing at 45/4A, Chakraberia Road (South), Kolkata-700025, hereinafter called referred to as "DEVELOPER/BUILDER/COLLABORATOR" (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include his heir/heirs, successor/successors, executor/ executors,

successors-in-office, administrator/administrators, legal representative/representatives and assign/ assigns) of the THIRD PART.

WHEREAS one Baidyanath Mitra was the Owners and possessor of All That piece and parcel of 29 Cottahs land with structure standing thereon (but actual physical measurement 24 Cottahs 13 Chhittacks 39 Sq.ft.) lying and situated in R.S. Dag Nos.920, 921 and 916 under R.S. Khatian No.101 at Mouza- Shyampur and while seized and possessed the said land as an absolute 16 annas Owners died intestate on 04.04.1968 leaving behind him surviving only wife Nihar Bala Mitra, Four sons Rabindra Nath Mitra, Jatindra Nath Mitra, Sachindra Nath Mitra, Barindra Nath Mitra, and Five daughters Namita Bose, Wife of Debiprosad Bose, Sabita Mitra, Kabita Bose, Wife of Mrinal Kanti Bose, Anita Biswas, Wife of Late Samar Biswas, and Amita Ghosh, wife of Sujay Ghosh, as his only legal heirs and representatives who inherited the property left by the said Baidya Nath Ghosh and they are using possessing the said property jointly as their proportionate share therein with the knowledge of all other concern.

AND thereafter they have mutated their names from the B.L. & L.R.O. and their names have been recorded in L.R. Dag Nos.1148, 1149 and 1144 under L.R. Khatian Nos.647, 1090, 1049, 1188 and 596 at Mouza- Shyampur, J.L. No.46, Touzi No.357, and also mutated their names from the Maheshtala Municipality and their names have been recorded in Holding No.E2-124/New, B.B.T. Road, R.H.S. towards Kol., Ward No.35, Police Station- Maheshtala, within the limits of Maheshtala Municipality, District- South 24 Parganas, Kolkata-700137, was originally belongs to Late Baidyanath Mitra.

AND WHEREAS said Nihar Bala Mitra died intestate subsequently leaving behind Four sons Rabindra Nath Mitra, Jatindra Nath Mitra, Sachindra Nath Mitra, Barindra Nath Mitra, and Five daughters Namita Bose Wife of Debiprosad Bose, Sabita Mitra, Kabita Bose, Wife of Mrinal Kanti Bose, Anita Biswas, Wife of Late Samar Biswas, and Amita Ghosh, Wife of Sujay Ghosh all are daughter of Nihar Bala Mitra, as her only legal heirs and representatives for her portion of the inherited property from her late husband Baidyanath Mitra and accordingly they were using and enjoying the aforesaid property as of Sixteen Annas Owners thereof with the knowledge of all other concern.

AND WHEREAS the above named Sachindra Nath Mitra, since deceased, along with his other co-sharers/co-owners executed and registered a Development Agreement dated 07-11-2014, which was registered in the Office of the Additional District Sub-Registrar Office at Behala and registered in Book No.I, C.D. Volume No.29, Page from 3903 to 3927, Being No.09208 for the year 2014 and also executed and registered a General Power of Attorney, which was duly registered in the A.D.S.R. Behala and registered in Book No.I, C.D.

Volume No.29, Page from 3928 to 3944, Being No.09290 for the year 2014 in favour of "ENLIGHTEN INFRA PROJECTS PRIVATE LIMITED", a Private Limited Company, and incorporated under the meaning and provisions of the Companies Act, 2013, represented by one of its Director, Mr. Rohit Nahar as their Constituted Attorney with terms and conditions mentioned therein and thereafter the said Sachindra Nath Mitra died intestate on 15-03-2017 leaving behind him surviving the present owner nos.3, 4 and 5 namely; Manju Mitra, Tuhin Mitra and Archita Mitra as his only legal heirs and successors.

AND WHEREAS the present owner nos.3, 4 and 5 namely; Manju Mitra, Tuhin Mitra and Archita Mitra the only legal heirs and successors of the above named Sachindra Nath Mitra, since deceased executed and registered a General Power of Attorney in favour of "ENLIGHTEN INFRA PROJECTS PRIVATE LIMITED", a Private Limited Company, and incorporated under the meaning and provisions of the Companies Act, 2013, represented by one of its Director, Mr. Rohit Nahar as their Constituted Attorney, which was registered in the Office of the D.S.R.II, Alipore, South 24 Parganas and registered in Book No.IV, Volume No.1602-2018, Pages from 2387 to 2409, Being No.160200113 for the year 2018.

AND WHEREAS the Present Owners of the First part above stated herein are at present seized and possessed of ALL THAT piece and parcel of Bastu land with structure measuring more or less 23 cotthas 9 chittacks 40 sq.ft. which is lying and situated at Mouza - Shyampur, under R.S. Khatian No. 101, L.R. Kri Khatian No. 647, 1090, 1049, 1188 & 596, in Dag No. 916, 920 & 921, P.O. Shyampur & P.S. Maheshtala, District - South 24 Parganas, Pargana - Balia, Touzi No. 357, J.L. No. 46, within the Ward No. 35, Holding No.F2/124/New of Maheshtala Municipality

AND WHEREAS the Party of the First Part intended to "Commercially Exploit" the said Property by constructing Flats upon the FIRST SCHEDULE Property but due to paucity of money they agreed to construct the super-structures/flats within their limits of financial capacity and to complete the said Building through suitable Contractor/Developer the Flats therein with the purse of the Intending Purchasers by selling the proportionate share of land and/or space, and/or spaces with super-structures and/or flats to them, so that they may provide themselves with flats as consideration of the said property and subsequently the Third Party entered into a registered Development Agreement on 7th November, 2014 with the Third Part/Developer and also the Owners/First Part executed a Registered Power of attorney on behalf of the Developer/First Party.

That during the period of construction of the said building the Developers herein have expressed its desire to sell one self

contained and complete flat on the First floor, being Flat No. _____ in the said building along with the common user of common passage, stair, together with the undivided impartible proportionate share or interest in the land which is more fully described in the THIRD SCHEDULE hereunder written and hereinafter referred to as the said flat to the intending buyers out of the Developers' allocation as per terms of the said development agreement dated 07-11-2014.

That on coming to know the intention of the Developers the Purchaser herein have approached the Developers herein for purchasing the said one self-contained and complete flat and accordingly the Purchaser herein entered into an agreement on _____ with the Developers/Confirming Parties herein and the Developers therein whereby it was agreed that the Developers/Confirming Parties would erect, build and construct a self-contained and complete flat measuring by admeasurements _____ sq.mtr. of Carpet area and balcony area of _____ sq.mtr. TOGETHER WITH the undivided proportionate share of land and in the common parts, portions, areas, facilities & amenities which works out to be _____ Sq.ft. of Super Built-up area at the said premises, being Flat No. _____ on the _____ floor of G+3 storied building described in the THIRD SCHEDULE thereof to be completed in all respect and habitable condition for and on behalf of the Purchaser TOGETHER with the common parts, common passage, common facilities and amenities provided thereat and described in the Schedule there under at or for a total consideration of Rs. _____/- (Rupees _____) only and also cause to be transferred and conveyed impartible undivided proportionate share or interest in the land comprised in the said property described in the Schedule-'A' thereon on the terms and conditions contained therein.

In terms of the said Agreement dated _____ mentioned above, the Developers/Confirming Parties have erected, built, constructed and completed the said flat in all respect and inhabitable condition of the said project namely and known as "SHYAM BHOOMI" in accordance with the said sanctioned building plan, consisting of several self contained flats, car parking spaces in or upon the said property which is more fully described in the SECOND SCHEDULE together with all the common parts, common areas, common facilities and amenities provided thereat and the Purchaser has paid the entire consideration money time to time to the Developers/Confirming Parties in respect of the said flat and the proportionate undivided and impartible share or interest in the

land and the Developers acknowledge the receipt of the same also by the Vendor herein.

On being called upon by the Purchaser to execute and register an appropriate indenture of conveyance thereby transferring the said flat in accordance with law and entire consideration money having been paid to the Developers/Confirming Parties in terms of the said Agreement dated _____ and the Vendor has agreed to execute the same in favour of the Purchaser which the Developers/Confirming Parties have agreed to confirm the same.

DEFINITIONS

(In these presents unless it is repugnant to or inconsistent with following expressions shall have the following meanings):

- a) **ARCHITECT** shall mean **ESPACE** or such other person, firm or firms, company or companies whom the Sellers may appoint from time to time as the Architect of the building.
- b) **COMMON PARTS & PORTIONS** shall mean the common parts portions facilities and amenities (including Community Hall, GYM, lifts, lift room, lift wells and lifts installations, generator, generator room, generator installations, pump, pump room, pump installations, tube well and its installations, drains, sewers, boundary walls, main gates, paths and passages, driveways, staircases and lobbies and underground and overhead water reservoir, Indoor Games Room, etc.) in the said Building (more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written). And common parts and portions in the said building and the said premises as such as shall be necessary or be required as thought fit and determined by the Seller for the beneficial enjoyment of the said Unit and such common parts and portions shall be declared and/or identified by the Seller only upon the completion certificate is granted by the Maheshtala Municipality.
- c) **COMMON PURPOSES** shall mean and include the purpose of upkeep management, maintenance, administration and protection of the common portions and the purposes of regulating mutual rights and obligations of the Owners and/or occupants of the respective units /flats and all other purposes or matters in which the Owners and/occupants have common interest relating to the Building.
- d) **CAR PARKING SPACE** shall mean the space earmarked by the Seller/Owners for parking of two wheeler/motor car Parking space will be located in the Ground floor or in the open space in the said premises

which has been specifically reserved and/or retained by the Seller/Owners for themselves.

- e) **HOLDING ORGANISATION/MAINTENANCE COMPANY** shall mean the company/association/society that may be formed or promoted by the Seller for the common purposes, maintenance and upkeep of the Building at the said premises.
- f) **PLAN** shall mean the plan permit no. 555/14-15 (Revised) sanctioned by Maheshtala Municipality on 10/01/17 and shall include any modifications and/or alterations thereto.
- g) **PREMISES** shall mean ALL THAT piece of parcel of Bastu Land measuring 23 Cottahs 09 Chittaks 40 sqft more or less together with structure thereon under MOUZA - SHYAMPUR, L.R. Dag No.1148, 1149, 1144, R.S. Khatian No.101, L.R. Kri Khatian Nos.647, 1090, 1049, 1188 and 596 in Dag Nos.920, 921, 916, L.R. Dag No. 1148, 1149 & 1144, Touzi No.357, J.L. No. 46, now within the limits of Maheshtala Municipality, Ward No.35, Holding No. F2/124/New, B.B.T. Road, Right Side Towards Kolkata, Police Station- Maheshtala, Kolkata-700137, District- 24 Parganas (South) (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written).
- h) **PURCHASERS** shall mean:

In the case of an individual his/her heirs, legal representatives, executors, administrators and assigns.

In the case of the Purchasers being a Company its successor and/or successors in interest and assigns.

In the case of the Purchasers being a Partnership Firm then its partner and/or partners for the time being and their respective heirs, legal representative, executors, administrators and assigns.

In the case of such Purchasers being a HUF, the Karta of the said HUF for the time being and his heirs, legal representatives, executors, administrators and assigns.

In the case of the Purchasers being a Trust then the Trustees of the Trust for the time being and their successor and/or successors in office and assigns.

In case such Purchasers is a minor then the natural guardian of such minor and such natural guardian shall be fully responsible for due performance and observance of all the terms and conditions to be performed and observed on the part of the said minor

- i) **PROJECT** shall mean the housing project undertaken for construction erection and completion of the said new building and/or buildings to be constructed in accordance with the said plan at the said premises
- j) **CARPET AREA** shall mean the total net usable floor area of the Flat/Unit including area covered by the internal partition walls of the Flat/Unit excluding the area covered by the external walls, excluding areas under service shafts, balcony or verandah area and open terrace area as certified by the Architect.
- k) **SUPER BUILT UP AREA** shall mean the total covered area including the Flat/ Unit including the proportionate share in the common parts and portions such proportionate share to be determined by the Architect in its absolute discretion and the decision of the Architect shall be final and binding on the parties.
- l) **OWNERS/VENDORS** shall mean and include the Owners of the Land of the Premises and their respective heir/heirs, successor or successors and/or assign/assigns.
- m) **SELLERS/DEVELOPER** shall mean and include the Builder/ Developer/Collaborator of the Premises namely ENLIGHTEN INFRA PROJECTS PVT. LTD. and his respective successor or successors-in-interest, successors-in-office and/or assigns.
- n) **SPECIFICATION** shall mean and include the various specifications, brief details are mentioned in the SEVENTH SCHEDULE hereunder written and such specifications may be altered and/or changed and/or modified as may be required by the Architect from time to time in its absolute discretion and in the event any Purchasers requiring any upgraded specification and/or better specification for a particular unit and/or flat then the Purchasers so requiring such upgraded specification shall be required to pay and bear such extra costs as may be decided by the Seller and the Purchasers.
- o) **FLAT** shall mean the Unit/Flat No.____ on the _____ floor of said new building consisting of Two Bed Rooms, One Living-cum-Dining, One Kitchen, One Toilet and One Balcony etc. now in course of construction on the said Premises containing by admeasurements _____ sq.mtr. of

Carpet area and balcony area of ____ sq.mtr. TOGETHER WITH the undivided proportionate share of land and in the common parts, portions, areas, facilities & amenities which works out to be _____ Sq.ft. of Super Built-up area at the said premises (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) TOGETHER WITH the proportionate undivided impartible variable share in the land attributable to the said Unit/Flat.

- p) UNDIVIDED SHARE shall mean the proportionate undivided impartible variable share in the land as shall be determined by the Seller at the time of execution of the Deed of Conveyance attributable to each unit and it being expressly agreed that all the open spaces shall continue to be retained by the sellers who in their absolute discretion shall allow and/or permit any other person or persons to utilize such other spaces as shall be determined by the Seller in its absolute discretion.
- q) UNITS shall mean the Units and/or other constructed spaces to be built and constructed on the said premises.
- r) "PRINCIPAL AGREEMENT" shall mean the Registered Development Agreement made between the Owners & Developer on 7th November, 2014, which was registered at A.D.S.R. Behala, Vide Book No.I, Volume No.29, Pages 3903 to 3927, Being Deed No.09208, for the year 2014.

INTERPRETATIONS

- 2.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Purchasers, then the portion of the whole amount payable by the Purchasers shall be in proportion to the area of the Purchasers' respective unit, which will also include the proportionate area of the total common areas.
- 2.2 Any reference to statute shall include any statutory extension or modification or enactment of such statute any rules regulations or orders made there under.
- 2.3 Any covenant by the Purchasers not to act or do anything shall be deemed to include their obligations not to permit the said act or things to be done.
- 2.4 Singular number shall include plural and vice versa.
- 2.5 Masculine gender shall include feminine and neuter genders and vice versa.

- 2.6 The paragraphs heading do not form part of this agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or the interpretation.

NOW THIS INDENTURE WITNESSES that in pursuance of the said agreement dated _____ and in total consideration of the sum of Rs. _____/- (Rupees _____) only paid by the Purchaser to the Developers/Confirming Parties inclusive of the price of the undivided proportionate share or interest in the land as per memo of consideration hereunder written on or before the execution of these present (the receipt whereof the Developers/Confirming Parties do hereby and in particular by the receipt hereunder written admit and acknowledge and on and from the same and every part thereof acquit release and forever discharge the Purchaser as well as the said flat transferred and conveyed) the Vendor as beneficial owner doth hereby these presents grant, sell, convey, transfer, assign and assure unto and in favour of the Purchaser All That the bricks and concrete built self-contained and complete flat in the said building out of the allocation of the Developers/Confirming Parties in the said building, being Flat No. ____ on the _____ floor of G+3 storied building measuring consisting of Two Bed Rooms, One Living-cum-Dining, One Kitchen, One Toilet and One Balcony etc. now in course of construction on the said Premises containing by admeasurements _____ sq.mtr. of Carpet area and balcony area of _____ sq.mtr. TOGETHER WITH the undivided proportionate share of land and in the common parts, portions, areas, facilities & amenities which works out to be _____ Sq.ft. of Super Built-up area at the said premises (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) TOGETHER WITH the proportionate undivided impartible variable share in the land attributable to the said Unit/Flat ALONG WITH all fittings and fixtures attached thereto and/or affixed therein situated on the said building described in the SEVENTH SCHEDULE hereunder written ALONG WITH the undivided interest in the said land and facilities and amenities described in the FIFTH SCHEDULE hereunder written and unfettered absolute right at all point of times to use the staircase, entrance, pathways, courtyard, ultimate roof and common areas and the facilities in common with other owners/occupiers of the other flats/garage thereat hereinafter collectively called the "SAID FLAT" in the said building namely "SHYAM BHOOMI" and ALL

THAT estate, right, title, interest, property, possession, claim and demand whatsoever both at law and in equity of the Vendor into or upon the said flat hereby granted, conveyed, sold, transferred, assigned and assured and every part thereof OR HOWSOEVER OTHERWISE the said flat and every part thereof now is or are or was or were situate or situated, butted, bounded, called, known, numbered described or distinguished TOGETHER WITH other privileges, appendages, appurtenances, and easements whatsoever belonging to or in any way appurtenant or attached thereto to be enjoyed in common and all estate, right, title, inheritance, use, trust, claim and demand whatsoever both at law and in equity of the Vendor unto and upon the said flat AND TO HAVE AND TO HOLD the said flat and every part thereof hereby specifically granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser their heirs, executors, administrators, legal representatives, assigns and person or persons claiming any right, title or interest under them free and discharged from all or any form of encumbrances, charges, lien, lispence, claims, demands, attachment, requisition, acquisition or any other defect in title or whatsoever nature subject to the conditions, stipulations and covenants to be observed and perform by the Purchaser hereunder written and provisions otherwise that may be required to be implemented by the Association that may be formed by the Flat owners in accordance with the law that may be mutually agreed and covenanted by and between the Purchaser and other owners/occupiers of the other flats of the said building AND the Vendor do hereby for himself and his respective heirs, executors, administrators, legal or personal representatives and/or person or persons claiming any right, title or interest under or in trust for him covenant with the Purchaser, his heirs, executors, administrators, legal representatives, assigns and/or person or persons claiming any title or interest under him that:-

- A) NOTWITHSTANDING any act deed or thing whatsoever by the Vendor or any of his or by any of his predecessor-in-title done executed or knowingly suffered to the contrary that the Vendor at all material times heretofore and now has full power, absolute authority and title to transfer, sell, gift, convey, assign and assure unto and in favour of the Purchaser of the said flat and every part thereof hereby granted, sold, transferred or expressed and intended so to be in the manner aforesaid.

- B) The Purchaser may and will from time to time and at all times hereafter peacefully and quietly hold, possess and enjoy the said flat and every part thereof along with the easements, rights, benefits and advantages hereby granted and conveyed to and receive and enjoy the rent issues benefits and profits thereof without any lawful suit eviction interruption disturbance claim or demand whatsoever or by the Vendor or any person or persons claiming under or in trust for the Vendor.
- C) AND the Vendor as well as all or any person or persons deriving title under his or claiming through or in trust for him, shall from time to time and at all times hereafter upon every request and at the cost of the Purchaser and/or his heirs, executors, administrators, legal or personal representatives, assigns and/or any person or persons claiming through under or in trust for him do, or execute and perform all such further and other acts, deeds and things for further better or more perfectly assuring the said flat and every part thereof unto the Purchaser, his heirs, executors, administrators and/or assigns in the manner aforesaid.
- D) The OWNER/VENDOR has not concealed or suppressed any material defects in the title AND FURTHER THAT the Developers and Vendor, his respective heirs, executors, administrators, legal or personal representatives will at all times hereafter indemnify and ke indemnify and keep indemnified the Purchaser, his heirs, executors, legal representatives and/or assigns against any or all loss, damage, cost, consequences, prejudice, or otherwise if suffered by reason of any incomplete work in the said premises and any defect in the title of the Vendor or any breach of the covenants herein contained.

AND THIS INDENTURE FURTHER WITNESSES that the Purchaser doth hereby for himself and for his heirs, executors, administrators, legal or personal representative and/or any other person or persons claiming any right title or interest under or in trust for him covenant and undertake that :-

1. On and from the date of execution of this presents the Purchaser will mutata his names in the records of the MAHESHTALA MUNICIPALITY and/or any other Authority in respect of the said flat and pay all Municipal rates and taxes and Govt. rents, maintenance charges and other outgoings as

may be levied upon and/or imposed shall be paid and discharged by the Purchaser.

2. All provisions that may be required to be implemented by the Flat Owners Association as and when formed or otherwise that may be mutually agreed and covenanted by and between the Purchaser and the Owner/Occupiers of other flats/garage in the said building shall be truly and faithfully observed and performed.
3. The Purchaser will be entitled only to an undivided interest in the common areas and facilities as described in the FIFTH SCHEDULE hereunder written appurtenant to the said flat.
4. The common areas and facilities, general or restricted as described in the FIFTH SCHEDULE will remain undivided and the Purchaser will not and cannot bring any action for partition or division thereof.
5. The proportion of the undivided interest in the common areas and facilities shall not be separated from the said flat in any way whatsoever and further that the said common areas and facilities shall, for all practical purposes, remain as part and parcel of the said flat.
6. For effective and proper administration and for due maintenance and repair of the entire common areas and facilities and/or relating to the building, the Purchaser will strictly abide by the provisions stipulated by the Association when formed or otherwise that may be mutually agreed upon by and between the Purchaser and Owners/Occupiers of other rooms/flats/garage in the said building and the Purchaser will pay the proportionate share of common expenses as may be levied, which are more fully described in the FOURTH SCHEDULE hereunder written.
7. The Purchaser will pay to the Association and/or to the person as may be nominated by the Purchaser and Owners/occupiers of other flats/garage in the said building, from time to time his shares towards service charges and maintenance charges proportionately at the rates fixed and/or such enhanced rates that may be mutually fixed and also shall pay proportionately all rates and taxes and other levies that may be imposed by the State Government, Central Government or any local authorities on the entire Premises as mentioned in FIRST SCHEDULE.

IT IS FURTHER WITNESSES :-

1. That the Purchaser will have all the rights to sell, gift, transfer, let out or part with possession of the said flat as

per their own discretion and choice without any obligation from the Vendor, the Developers/Confirming Parties and Owners of other flats/garage Owners Association of the said building.

2. That the Purchaser will not and cannot make any construction on the open space including the roof of the said building.
3. That the Purchaser will consume electricity for the said flat from separate meter and will pay the charges.
4. That the Purchaser will pay for the electricity charges and maintenance charges for common areas proportionate share to their flat as mentioned in the Schedule hereunder.
5. That the Purchaser will pay proportionate share of the water tax as and when imposed by the KMC and or any other Competent Authority.
6. That the Purchaser will have the right with or without workmen and necessary material to enter from time to time upon other flats/garage and/or portions of the said building for the purpose of causing required repair or cleaning of the said flat which cannot be carried out without such entries and unless the same be of an emergent nature, the Purchaser will give 48 (forty eight) hours notice to the necessary owners of such flats/garage.
7. The Purchaser will make necessary arrangement to mutate his name in respect of the said flat in the respective competent authorities and will pay rates and taxes thereof directly and the Purchaser will sign and execute all papers and documents and applications for the purpose of the registration of the association or society as and when require.
8. To control, management, protection, preservation and maintenance in proper condition and repair of the building including open and grounds, water supply, appurtenances, appliances, lights system of the said grounds and the sewerage system, sanitary convenience to be used in common by the Purchaser, will remain exclusively to the Association when formed.
9. Be it mentioned here that the above-named OWNERS OF THE LAND /VENDORS 1) SRI RABINDRA NATH MITRA, son of Late Baidya Nath Mitra, by Faith- Hindu, by Occupation- Retired Person, Nationality- Indian, 2) SRI JATINDRA NATH MITRA, son of Late Baidya Nath Mitra, by Faith- Hindu, by Occupation- Retired Person, Nationality- Indian both are residing at Village and Post Office- Shyampur, Police Station- Maheshtala, Kolkata-700137, District- South 24-Parganas, 3) MANJU MITRA, wife of Late Sachindranath Mitra, by Faith- Hindu, by Occupation- Housewife, Nationality- Indian, residing at present Lalita Apartment, Block-A, 22, Narayantala West, Baguihati, Kolkata-700059, 4) TUHIN MITRA, son of Late Sachindranath Mitra, by Faith- Hindu, by

Occupation-Service, Nationality- Indian, residing at present Lalita Apartment, Block-A, 22, Narayantala West, Baguihati, Kolkata-700059, 5) ARCHITA MITRA, daughter of Late Sachindranath Mitra, by Faith-Hindu, by Occupation-Housewife, Nationality- Indian, residing at present Lalita Apartment, Block-A, 22, Narayantala West, Baguihati, Kolkata-700059, 6) SMT. NAMITA BOSE, wife of Sri Debiprasad Bose, by Faith- Hindu, by Occupation- Housewife, Nationality- Indian, residing at Shyampur Sarkarpara, Post Office-Budge Budge, Police Station-Maheshtala, District- South 24 Pargnas, 7) MS. SABITA MITRA, Daughter of Late Baidya Nath Mitra, By Faith Hindu, By Occupation-Homemaker, residing at Village & Post Office- Shyampur, Police Station-Maheshtala, Kolkata-700137, 8) MRS. KABITA BOSE, Wife of Mrs. Mrinal Kanti Bose, By Faith Hindu, By Occupation-Housewife, residing at 22A, Hemchandra Street, Khidirpur, Kolkata - 700023, 9) MRS. ANITA BISWAS, Wife of Late Samar Biswas, By Faith Hindu, By Occupation-Housewife, residing at 5/1, Sibas Dutta 2nd by lane, Howrah-1, 10) MRS. AMITA GHOSH, Wife of Sri Sujay Ghosh, By Faith Hindu, By Occupation-Housewife, residing at 3/1, Beharilal Chakraborty Lane, Howrah-1, appointed their Constituted Attorney ,ROHIT NAHAR, son of Rabindra Singh Nahar, residing at 45/4A, Chakraberia Road, South, Kolkata-700025, Director of "ENLIGHTEN INFRA PROJECTS PRIVATE LIMITED", a Private Limited company duly registered and incorporated under the meaning and provisions of the Companies Act, 2013 having its registered office at K.P.Mondal Road, Chandipur, Nodakhali, P.O. B/Chandipur, P.S. Nodakhali, District South 24 Parganas, to execute and register the Agreement for Sale and also Deed of Conveyance on behalf of the LAND OWNERS/VENDORS by a registered General Power of Attorney in the Office of the Additional District Sub-Registrar Office at Behala and registered in Book No.I, C.D. Volume No.29, Page from 3903 to 3927, Being No.09208 for the year 2014 & another one in the Office of the D.S.R.II, Alipore, South 24 Parganas and registered in Book No.IV, Volume No.1602-2018, Pages from 2387 to 2409, Being No.160200113 for the year 2018 .

IT IS FURTHER WITNESSES THAT the Purchaser agrees and covenants:

- a) TO CO-OPERATE with the other co-Purchasers and the Sellers in the management and maintenance of the said building.
- b) TO OBSERVE the rules framed from time to time by the Sellers and upon formation by the Association or Co-operative Society or Private Limited

company for quite and peaceful enjoyment of the said Building as a decent building.

- c) TO ALLOW the Sellers with or without workmen to enter into the said Unit for the purpose of maintenance and repairs.
- d) TO PAY and bear the common expenses and other outgoings and expenses since the date of notice of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the FIFTH SCHEDULE hereunder written proportionately for the building and/or common parts/ areas and wholly for the said Unit and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Sellers and upon the formation of the association or Co-operative society or Private Limited Company. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Purchasers.
- e) TO DEPOSIT the amounts reasonably required with the Sellers and upon the formation with the association or co-operative society or Private Limited Company as the said case may be towards the liability for the rates and taxes and other outgoings.
- f) TO PAY charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.
- g) NOT TO sub-divide the said Unit and/or the Parking space or any portion thereof.
- h) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers' enjoyment of the said Unit.
- i) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- j) NOT TO store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.

- k) NOT TO hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- l) NOT TO fix or install air conditions in the said Unit save and except at the places which have been specified in the said Unit for such installation.
- m) NOT TO do or cause anything to be done in or around the said Unit which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- n) NOT TO damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto.
- o) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said unit which in the opinion of the Sellers differs from the colour scheme of the building or deviation or which in the opinion of the Sellers may affect the elevation in respect of the exterior walls of the said building.
- p) NOT TO install grills the designs of which have not been suggested or approved by the Architect.
- q) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- r) NOT TO make in the said Unit any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Sellers and/or any concerned authority.
- s) THE PURCHASERS shall not fix or install any antenna on the roof or terrace of the said building nor shall fix any windows antenna excepting that the Purchasers shall be entitled to avail of the cable connection

facilities to be provided by the Sellers to the Purchasers and also the other Owners of the units in the said Premises at their cost.

- t) NOT TO use the said flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking spaces, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca construction grilled wall/ enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- u) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own mid size car/cars or two wheelers.
- v) NOT TO park car on the pathway or open spaces of the building or at any other except the space allotted to it and shall use the pathways as would be decided by the Sellers.
- w) TO ABIDE by such building rules and regulations as may be made applicable by the Sellers before the formation of the Holding Organisation and after the Holding Organisation is incorporated to comply with and/or adhere to the building rules and regulations of such Holding Organisation.
- x) NOT TO Display or put-up any Neon sign board, name plate on the outer walls of the said flat or any part of the said building excepting on the door of the entrance to the said flat but can keep a letter box by the side of the staircase on the ground floor.
- y) NOT TO make unnecessary noise or keep any pet bird,dog,cat or other animals which may cause nuisance or annoyance to any other Purchasers or occupiers of the other flat owners comprised in the said building.
- z) NOT TO DO any social gathering or anyother function on the roof without prior approval and/or permission of the HOLDING ORGANISATION/OWNERS ASSOCIATION.

- aa) NOT TO allow storage of any goods, articles or things in the staircase, lobbies and in any common part of the said building or any part thereof.

HOLDING ORGANISATION/ MAINTENANCE COMPANY

- 1 . Immediately after completion of all formalities the seller shall form a Syndicate management for the purpose of management of the said building and the common portions and/or rendition of the common services.
2. Until formation of such association or co-operative society or private limited company, the Seller shall manage and maintain the said building and the common parts thereof.
3. The Purchasers ALSO HERETO agrees that:
 - a) The Purchasers shall pay regularly and punctually within 7th day of every month and month by month the common expenses at such rates as may be decided, determined and apportioned by the Seller to be payable from the date of possession to the Seller and upon formation and transfer of management of the building to the association or Co-operative society or Private Limited Company as the case may be such payments are required to be made without any abatement or demand.
 - b) The proportionate rate payable by the Purchasers for the common expenses shall be decided by the Seller from time to time and the Purchasers shall be liable to pay all such expenses wholly if it relates to the Purchasers' Flat only and proportionately for all other spaces and/or buildings as a whole. The statement of account of the apportionment of the charges as prepared by the Seller shall be conclusive and final. The Purchasers shall not be entitled to dispute or question the same. In the event of the transfer of the Management and administration of the said Company to the Association or Co-operative Society or Private Limited Company, in terms of these presents, the employees of the Sellers such as watchmen, security staff, liftmen etc. shall be employed and/or absorbed in the employment of such Association or Co-operative Society or Private Limited Company with continuity of service and on the same terms & conditions of employment with the Sellers and the Purchasers shall not be entitled to raise any objection thereto and hereby consents to the same.

- c) After the formation of the Association or the Co-operative Society or the Private Limited Company, as the case may be, the Purchasers shall pay such amounts for the aforesaid purposes as may be demanded by the Seller.
- d) So long as each unit in the said Building at the said Premises shall not be separately mutated and measured, the Purchasers shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the Purchasers/s from the date of possession, such proportion is to be determined by the Seller on the basis of the area of such unit in the said Building.

MISCELLANEOUS

- A) **No Obstruction by Purchasers to Further Construction:** The Developer and the Land Owners shall be entitled to construct further floor on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Property/Said Complex and/or extend the said project. For or relating to any such constructions, additions or alterations, etc., the Developer shall have the right to do all acts deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the Said Property to such addition or new extension as it deems expedient to use and enjoy the same and the Purchasers shall not obstruct or object to the same. The Purchasers also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
- B) At or before entering into this INDENTURE the Seller has made known to the Purchasers that the Seller from time to time may add and amalgamate or cause to be added further areas and/or lands being adjacent and/or contiguous to the said Premises to form part of the said Residential Complex (hereinafter referred to as the said ADDITIONAL AREA) with the intent and object that such Additional Area as and when acquired by the Seller as the case may or as and when the Seller may in its absolute discretion decide, may form an integral part of the said Residential Complex and the said Additional Area and/or the building and/or buildings to be constructed erected and completed thereon without any right or claim of the Purchasers into or upon the said additional area will be entitled to all facilities, utilities and / or amenities available to

the Flat Owners in the said Residential Complex SUBJECT TO their contributing the proportionate share of the maintenance charges and outgoings payable AND THAT all the Flat Owners and/or occupants of the building and/or buildings constructed erected and completed on the said Additional Area shall be entitled to have free ingress in and egress from all pathways, passages and roads forming part of the said Residential Complex.

C) No Rights of or Obstruction by Purchasers: All open areas in the Said Property proposed to be used for open car parking spaces do not form part of the Common Portions and the Developer and the Land Owners shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same or any part thereof.

D) Variable Nature of Land Share and Share In Common Portions: The Purchasers fully comprehends and accepts that (1) the Land Share and the Share In Common Portions is a notional proportion that the built up area of the Said Flat bears to the total built up area of the Said Complex (2) if the area of the Said Building/ Said Complex is recomputed by the Developer (which the Developer shall have full right to do and which right is hereby unconditionally accepted by the Purchasers), then the Land Share and the Share In Common Portions shall vary accordingly and proportionately and the Purchasers shall not question any variation (including diminution) therein (3) the Purchasers shall not demand any refund of the Total Price paid by the Purchasers on the ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share In Common Portions are not divisible and partible and the Purchasers shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.

NOW THIS INDENTURE FURTHER WITNESSETH that the subsequent transferees shall remain bound by all the terms and conditions of this Deed.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE TOTAL LAND)

ALL THAT piece of parcel of Bastu Land measuring 23 Cottahs 09 Chittaks 40 Sqft more or less together with structure thereon under MOUZA - SHYAMPUR, L.R. Dag No.1148, 1149, 1144, R.S. Khatian No.101, L.R. Kri Khatian No.647, 1090, 1049, 1188 & 596 in Dag No. 920, 921 , 916, Touzi No. 357, J.L. No. 46, now within the limits of Maheshtala Municipality, Ward No.35, Holding No.F2/124/New, B.B.T. Road, Right Side Towards Kolkata, Police Station- Maheshtala, Kolkata-700137, District- 24 Parganas (South), and butted and bounded by :-

ON THE NORTH : Pond and land of Kamal Dutta & others.
 ON THE SOUTH : R.S. DAG No. 922, 923, 926.
 ON THE EAST : Pond of Gobinda Chatterjee.
 ON THE WEST : Common Passage 13 ft. 3 inch.

SECOND SCHEDULE ABOVE REFERRED TO
(BUILDING CONSTRUCTED ON THE FIRST SCHEDULE LAND)

ALL THAT partly G+3 storied building and others constructed on the land which is more fully described in the FIRST SCHEDULE hereinabove namely "SHYAMBHOOMI" consisting of several self-contained flats, car parking spaces and other spaces in accordance with the building plan duly sanctioned by the Maheshtala Municipality, vide plan permit no. 555/14-15 (Revised) dated 10/01/17, Ward No.35, being within the limits of Maheshtala Municipality, Police Station- MAHESHTALA, District- South 24 Parganas.

THE THIRD SCHEDULE ABOVE REFERRED TO
(PARTICULARS OF THE PURCHASERS PORTION)

ALL THAT the Flat No._____ on the First floor of the said building consisting of Two Bed Rooms, One Living-cum-Dining, One Kitchen, One Toilet, One Balcony etc. now in course of construction on the said Premises (more fully and particularly described in FIRST SCHEDULE hereinabove written) containing by by admeasurements _____ sq.mtr. of Carpet area and balcony area of _____ sq.mtr. TOGETHER WITH the undivided proportionate share of land and in the common parts, portions, areas, facilities & amenities which works out to be _____ Sq.ft. of Super Built-up area at the said premises .

THE FOURTH SCHEDULE ABOVE REFERRED TO
(MAINTENANCE/ COMMON EXPENSES WHICH WILL BE CONTRIBUTED
PROPORTIONATELY)

1. All proportionate costs of maintenance, operations repairs, replacement services and white washing, painting rebuilding, reconstructing, decorating redecorating of all other common areas/ parts its fixtures fittings electrical wiring and equipment in under or upon the building enjoyment or used common by the occupiers of the building.
2. The salaries and other expenses incurred for and payable to pay person employed for common purposes including security, electrician, maintenance, plumber, administration, of the building, accountant, clerks, gardeners, sweepers, liftmen etc.

3. Insurance premium for insuring the building and every part thereof against earthquake, damages, fire, lightening, mob violence, civil commotion etc.
4. Expenses for supplies of common utilities electricity water charges etc. payable to any concerned authorities and/or organization and payment of all other incidental thereto.
5. Municipal and other rates and taxes and levies and all other outgoings save those which would be separately assessed and/or incurred in respect of any unit or portion or land.
6. Costs and establishment and operational charges of the Sellers of the Association of the Co-operative Society or Private Limited Company relating to common expenses.
7. All such other expenses and outgoings as are deemed by the Sellers and/or the Association or Co-operative Society or Private Limited Company to be necessary for or incidental thereto.
8. Electricity expenses for lighting all the common parts outer walls of the building, parking space and for operation of all the common areas.
9. Operational cost of the Cable Connection, Intercom, EPABX, close circuit TV.
10. Operational cost, maintenance, replacement of the lift.
11. Capital expenses cost for charge or replacement of any equipment.
12. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
13. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
14. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
15. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
16. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
17. Cleaning as necessary of the areas forming parts of the property.
18. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Seller may think fit.

19. Providing and arranging for the emptying receptacles for rubbish.
20. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/occupiers of any flat/unit.
21. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any Purchasers of any flat/unit.
22. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
23. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
24. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the occupier of any flat/unit.
25. The Purchase maintenance renewal and insurance of equipment as the Seller may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
26. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
27. The provision of maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Holding Organisation it is reasonable to provide.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(PARTICULARS OF THE COMMON AREAS)

1. The foundation columns beams supports corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.

6. Boundary walls of the premises including outer side of the walls of the building and main gates.
7. Water pump and motor with installation and room therefore.
8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular unit) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the premises.
11. Generator its installations and its allied accessories and room.
12. Lift and stair for common use.
13. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the units as are necessary.
14. Common egress and ingress to the flat and to the other parts of the said building.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(OTHER COST & EXPENSES)

Particulars of the OTHER COST & EXPENSES to be paid to the Sellers before taking delivery of possession or when demanded of the said Unit.

- (a) For Proportionate share of the Service Charges for HT/LT electric connection to be paid to CESC Ltd. or any other authorities for the power connection as per their demand, to entirety of the building including cost of installation of transformer and other equipment
- (b) Deposits and charges for obtaining separate meter for the said Flat/Unit directly from CESC.
- (c) Cost of Generator load for pre determined amount of KVA per Flat/Unit at actual, as finalized by the SELLER.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(MATERIALS/SPECIFICATIONS)

1. Structure : R.C.C. framed structure.
2. Doors : Quality wooden frames and solid core flush/panel shutters.

3. Windows : Aluminum windows.
4. Living/Dining : (a) Flooring: Vitrified tiles, (b) Electrical: Concealed copper wiring with latest switches, Provision for telephone, television and intercom.
5. Bedrooms : (a) Flooring: Vitrified tiles. (b) Electricals: Concealed copper wiring with latest switches. Provision for telephone and A. C. points in master bedroom.
6. Kitchen : (a) Flooring: Ceramic tiles. (b) Electricals: Concealed copper wiring with latest switches. Provision for adequate plug points for appliances. (c) Counter: Granite slab with stainless steel sink. (d) Wall tiles: Ceramic tiles up to 2'-6" height above cooking platform.
7. Toilets : (a) Flooring: Anti-skid Ceramic tiles. (b) Electricals: Concealed copper wiring with latest switches. Provision for adequate light and geyser point. (c) Wall Tiles: Wall dados in ceramic tiles upto door height. (d) Sanitary Ware: Quality chromium plated fittings, White Porcelain ware.
8. Lifts : Lift for common use of standard make.
9. Exterior : Durable outer finish.
10. Interior : Durable POP finish.

IN WITNESSES WHEREOF, the VENDORS, PURCHASERS and the DEVELOPER above-named hereunto put their respective hands and seal the day, month and year first above written.

SIGNED SEALED AND DELIVERED
at Shyampur IN PRESENCE OF :
1.

=====
SIGNATURE OF THE LAND
OWNERS/ VENDORS

SIGNED SEALED AND DELIVERED
AT Shyampur IN PRESENCE OF :
1.

=====
SIGNATURE OF THE PURCHASERS

SIGNED SEALED AND DELIVERED
AT Shyampur IN PRESENCE OF :
1.

=====
SIGNATURE OF THE DEVELOPER/CONFIRMING PATY.

MEMO OF CONSIDERATION

Received with thanks from the above named Purchasers the within mentioned sum of Rs. _____/- (Rupees _____) only being the total consideration money in full paid in the manner stated hereunder :-

1) Paid by Chq. No. _____ dated _____ drawn on _____ BANK.

Rs.

2) Paid by Chq. No. _____ dated _____ drawn on _____ BANK.

Rs.

=====
Rs.
=====

WITNESSES :-

1.

2.

=====
SIGNATURE OF THE DEVELOPER/CONFIRMING PATY.

DRAFTED AND PREPARED BY ME:-

SATADRU ADAK
- ADVOCATE

Alipore Judges' Court,
Kolkata-700027.

Computer typed by me :-