

INDENTURE OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE is made on this the _____ day of _____,
20__ (Two Thousand and _____) A.D.

B E T W E E N

(1) **SMT. PADMA CHATTERJEE**, (PAN: ARXPC0809K, Aadhaar No. _____) wife of Late Nilambu Prasad Chatterjee, by faith-Hindu, by Occupation - Housewife, Post Office - Tollygunge (2) **SRI SHUBHORAJ CHATTERJEE** (PAN: AGUPC5571A, Aadhaar No. _____) son of Late Nilambu Prasad Chatterjee, by faith - Hindu, by Occupation - Business and (3) **SRI INDRARAJ CHATTERJEE**, (PAN: AMSPC2524K, Aadhaar No. _____) son of Late Nilambu Prasad Chatterjee, by faith-Hindu, by Occupation - Business, Nos. 1 to 3 residing at 4, Pankajini Chatterjee Road, Post Office-Tollygunge, Police Station-Charu Market, Kolkata-700033; (4) **SRI DEEPAJ CHATTERJEE**, (PAN: AEAPC0697R, Aadhaar No. _____) son of Late Gouranga Prasad Chatterjee, by faith-Hindu, by Occupation - Service, residing at 4, Pankajini Chatterjee Road, Post Office-Tollygunge, Police Station : Charu Market, Kolkata-700033; (5) **SMT. DIPONI CHAKRABARTI**, (PAN: AJDPC1079R, Aadhaar No. _____) wife of Sri Arnab Chakrabarti, daughter of Late Gouranga Prasad Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at Flat No. 8, Purba Diganto Co-operative Housing Society Limited, DA - 119, Action Area - 1, Post Office- New Town, Police Station : New Town, Kolkata - 700114, District : North 24 Parganas; (6) **SMT. DIPANJANI BANERJEE**, (PAN:AYTPB1753B, Aadhaar No. _____) wife of Sri Arijit Banerjee, daughter of Late Gouranga Prasad Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at 150, Motilal Neheru Road, Post Office-Sarat Bose Road, Police Station : Lake, Kolkata-700029; (7) **SRI PRITHWIRAJ CHATTOPADHYAY**, (PAN: BWPC1827A, Aadhaar No. _____) son of Late Devprasad Chattopadhyay, by faith - Hindu, by Occupation - Retired, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata - 700033, (8) **SMT. PADMINI BHATTACHARYYA**, (PAN: AZDPB8237C, Aadhaar No. _____) wife of Late Nikhilesh Bhattacharyya, by faith - Hindu, by Occupation - Housewife, residing at 21, Dey Street, Sreerampur, Post Office & Police Station : Searampur, District : Hooghly, Pin No. 712201; (9) **SMT. RUKMINI MUKHAPADHYAY**, (PAN: AIZPM1274B, Aadhaar No. _____) wife of Late Dr. Debabrata Mukhapadhyay, by faith - Hindu, by Occupation - Housewife, residing at 4/1, Central Park, City Centre, Post Office City Centre, (Municipal Corporation) Durgapur, Pin - 713216, Police Station - Arobindo, I.C. City Centre, District: Burdwan; (10) **SMT. NANDINI BANDYOPADHYAY**, (PAN: AXAPB2868G, Aadhaar No. _____) wife of Prof. Dr. Samaresh Bandyopadhyay, by faith-Hindu, by Occupation - Housewife, residing at "Nil Kamal", 203, Lake Town, Block - A, Post Office & Police Station : Lake Town, Kolkata-700089; (11) **SMT. INDRANI MUKHERJEE**, (PAN: CDEPM9735K, Aadhaar No. _____) wife of Bhabani Prasad Mukherjee, by faith - Hindu, by Occupation - Housewife, residing at A-3/2, Baitalik Co-operative Housing Society, KMDA Housing Complex, Baghajatin, Hiland Park, Post Office-Panchasayar, Police Station : Survey Park, Kolkata : 700094, (12) **SMT. SARBANI BANERJEE**, (PAN:AKUPB0086F, Aadhaar No. _____) wife of Dr. Debabrata Banerjee, by faith - Hindu, by Occupation - Housewife, residing at CE-45, Sector - I, Salt Lake City, Post Office- Bidhan Nagar CC Block, Police Station : Bidhan Nagar (North), Kolkata - 700064, District : North 24 Parganas; (13) **SMT. BINA CHATTERJEE**, (PAN: ACAPC4543Q, Aadhaar No. _____) wife of Late Satya Prasad Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata - 700033; (14) **SRI ABHIRAJ CHATTERJEE**, (PAN: ACAPC3557G, Aadhaar No. _____) son of Late Satya Prasad Chatterjee, by faith - Hindu, by Occupation - Business, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata - 700033; (15) **SMT. SUKLA CHATTERJEE**, (PAN:ACEPC5668A, Aadhaar No. _____) wife of Late Raghuraj Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at 4, Pankajini Chatterjee Road, Post Office-

Tollygunge, Police Station : Charu Market, Kolkata-700033; (16) **SMT. SAHELI MUKHERJEE**, (PAN:AQHPM2556J, Aadhaar No. _____) wife of Sri Sudip Mukherjee, daughter of Late Raghuraj Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 43, Jodhpur Park, Post Office-Sarat Bose Road, Police Station :Lake, Kolkata-700068; (17) **SMT. SNEHAKANA CHATTERJEE**, (PAN:ACHPC8412F, Aadhaar No. _____) wife of Late Sakti Prasad Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (18) **SMT. IRANI MITRA**, (PAN:AKGPM1297D, Aadhaar No. _____) wife of Rajendra Mitra, daughter of Late Sakti Prasad Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata-700033; (19) **SMT. APARNA CHATTERJEE**, (PAN:AEZPC2536E, Aadhaar No. _____) wife of Late Pranab Prasad Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (20) **SMT. CHANDRANI MUKHERJEE**, (PAN: AKQPM5430L, Aadhaar No. _____) wife of Sri Sahasrangshu Mukherjee, daughter of Late Pranab Prasad Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at Flat No. 3A, "Sudakshina Apartment", 377A, Prince Anwar Shah Road, Post Office: Jodhpur Park, Police Station : Jadavpur, Kolkata – 700 068; (21) **SRI RANARAJ CHATTERJEE**, (PAN: AMEPC9473B, Aadhaar No. _____) son of Late Ram Prasad Chatterjee, by faith – Hindu, by Occupation – Legal Practitioner, residing at 4, Pankajini Chatterjee Road, Post Office-Tollygunge, Police Station : Charu Market, Kolkata – 700033; (22) **SMT. PRIYADARSHINI GANGULY**, (PAN:ARWPG6264H, Aadhaar No. _____) daughter of Late Ram Prasad Chatterjee, wife of Suvrajit Ganguly, by faith – Hindu, by Occupation – Housewife, residing at 15, Pankajini Chatterjee Road, Post Office-Tollygunge, Police Station : Charu Market, Kolkata – 700033; (23) **SMT. RAJASHREE BANERJEE**, (PAN:APBPB3670B, Aadhaar No. _____) wife of Late Anshu Nath Banerjee, by faith – Hindu, by Occupation – Housewife, residing at 114F/1L, Salimpur Road, Post Office -Dhakuria, Police Station : Jadavpur, Kolkata – 700031; (24) **SMT. DEBDUTY BANERJEE**, (PAN: APRPB5573K, Aadhaar No. _____) daughter of Late Anshu Nath Banerjee, by faith – Hindu, by Occupation – Student, residing at 114F/1L, Salimpur Road, Post Office- Dhakuria, Police Station : Jadavpur, Kolkata – 700031; (25) **SRI AMIYA NATH BANERJEE**, (PAN:BEKPB2969C, Aadhaar No. _____) son of Late Ashim Nath Banerjee, by faith – Hindu, by Occupation – Business, residing at 76, Poddar Nagar, Post Office-Jodhpur Park, Police Station : Jadavpur, Kolkata – 700068; (26) **SMT. SULEKHA BANERJEE**, (PAN: AYBPB5558M, Aadhaar No. _____) wife of Late Ashesnath Banerjee, by faith – Hindu, by Occupation – Housewife, residing at 76, Poddar Nagar, Post Office- Karju Nagar, Police Station : Jadavpur, Kolkata – 700068; (27) **SRI SHOMENATH CHATTERJEE**, (PAN: ABVPC3622Q, Aadhaar No. _____) son of Late Sourendra Nath Chatterjee, by faith – Hindu, by Occupation – Retired, residing at 81/1, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata-700033 (28) **SRI SUBHRENDU CHATTERJEE**, (PAN:ACMPC5431F, Aadhaar No. _____) son of Late Sourendra Nath Chatterjee, by faith – Hindu, by Occupation – Business, residing at 81/1, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700 033; (29) **SRI ABHRENDU CHATTOPADHYAY**, (PAN: ACZPC6083G, Aadhaar No. _____) son of Late Sourendra Nath Chatterjee, by faith – Hindu, by Occupation – Service, residing at C-70, Officer's Quarter, B.E.M.L. Nagar, Kolar Gold Field, Post Office-B.E.M.L. Nagar, Police Station : Kolar, District: Kolar, Pin: 563115, Karnataka,; (30) **SRI SUBHODIP CHATTERJEE**, (PAN: ADQPC4692K, Aadhaar No. _____), son of Late Sourendra Nath Chatterjee, by faith – Hindu, by Occupation – Service,

residing at 81/1, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (31) **SMT. PRATIMA CHATTERJEE**, (PAN: **BIEPC4606B**, Aadhaar No. _____) wife of Late Ashok Kumar Chatterjee, by faith – Hindu, by Occupation –Housewife, (32) **SRI AVIJIT CHATTERJEE**, (PAN: **BIGPC2625G**, Aadhaar No. _____) (33) **SRI JOYJIT CHATTERJEE**, (PAN: **AMYPC6811H**, Aadhaar No. _____) both sons of Late Ashok Kumar Chatterjee, by faith – Hindu, by Occupation –Service, Nos. 31 to 33 residing at 81/1, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata–700033; (34) **SRI INDRANIL MUKHERJEE**, (PAN: **BIJPM7719Q**, Aadhaar No. _____) son of Late Mrigendra Mukherjee, by faith – Hindu, by Occupation – Business, residing at 81/1, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (35) **SRI SANKAR CHATTERJEE**, (PAN: **AUMPC8615R**, Aadhaar No. _____) son of Late Rama Prasad Chatterjee, by faith – Hindu, by Occupation – Retired, residing at Bandhe Ali Pally, Brahmapur, Usha Gate, Post Office - Bansdrani, Police Station : Bansdrani, Kolkata – 700070; (36) **SRI SIDDHARTHA CHATTERJEE**, (PAN: **AIMPC0504F**, Aadhaar No. _____) son of Late Rama Prasad Chatterjee, by faith – Hindu, by Occupation – Retired, residing at at Bandhe Ali Pally, Brahmapur, Usha Gate, Post Office – Bansdrani, Police Station : Bansdrani, Kolkata – 700070; (37) **SMT. JAYASHREE SENAPATI**, (PAN: **BLEPS0858J**, Aadhaar No. _____) wife of Sri Krishna Chandra Senapati and daughter of Late Rama Prasad Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 112, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (38) **SRI SUSHIL KUMAR CHATTERJEE**, (PAN: **ADPLC7711L**, Aadhaar No. _____) son of Late Kumud Chandra Chatterjee, by faith – Hindu, by Occupation – Business, residing at 63, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (39) **SMT. ARATI CHATTERJEE**, (PAN: **APIPC1504Q**, Aadhaar No. _____), wife of Late Sudhir Kumar Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 63, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (40) **SRI SAMPRIT CHATTERJEE**, (PAN: **AIMPC9634J**, Aadhaar No. _____) son of Late Sudhir Kumar Chatterjee, by faith – Hindu, by Occupation – Business, residing at 63, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; and (41) **SMT. MONALISA DUTTA**, (PAN: **AKZPD3343C**, Aadhaar No. _____) wife of Shantanu Dutta, daughter of Late Sudhir Kumar Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 28A/1D, Jhil Road, Post Office: Dhakuria, Police Station – Jadavpur, Kolkata 700031, (42) **SMT. DEBJANI BISWAS**, (PAN: **BLHPB0570K**, Aadhaar No. _____) wife of Sri Sudipta Biswas, by faith – Hindu, by Occupation – Housewife, permanent resident of 4, Pankajini Chatterjee Road, Post Office: Tollygunge, Police Station: Charu Market, Kolkata – 700033, at present residing at 98, Bailey Close, Bounds Green London N11 2JW UK and (43) **SMT. AMBALIKA PANDE**, (PAN: **BZAPP0308J**, Aadhaar No. _____) wife of Sri Gopal Pande, daughter of Late Sudhir Kumar Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at P107, Bank Plot, Post Office: Dakuria, Police Station: Lake, Kolkata: 700 hereinafter jointly called and referred to as the **OWNERS/VENDORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and includes their heirs, executors, legal representatives and assigns) of the **FIRST PART**. The OWNERS/VENDORS are being represented by their Constituted Attorney **SRI AMARDEEP BHALOTIA**, (PAN : **AHRPB1183B**, Aadhaar No. _____), son of Late Girija Shankar Bhalotia, by faith-Hindu, by occupation-Business, residing at Flat No. 5A, 5th Floor, 16A, Deshpran Sasmal Road, Police Station- Charu Market, Kolkata-700033, by virtue of (1) Registered General power Attorney dated 07.07.2013 and registered at the office

of Additional District Sub Registrar at Alipore and entered in Book No. IV, CD Volume No. 23 Pages 2156 to 2193 Being No. 5538 for the year 2013 (2) Registered Power of Attorney dated 20.09.2015 and registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. IV, Volume number 1605-2015 Pages from 74160 to 74281 Being No. 6512 for the year 2015. (3) Power of Attorney on 23.09.2015, which was notarized by Peter Heywood Baker, Notary Public 405/7 Holloway Road, London, N7 6HG and adjudicated by the Kolkata Collector on 29.12.2015. (4) Registered Power of Attorney dated 30.06.2016 and registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. IV, Volume No. 1605-2016 Pages from 12406 to 12432 Being No. 744 for the year 2016 (5) Registered Power of Attorney dated 24.01.2017 and registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. IV, Volume No.1605-2017 Pages from 8192 to 8207 Being No. 349 for the year 2017 (6) Registered Power of Attorney dated 13.02.2017 and registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. IV, Volume No. 1605-2017 Pages from 2168 to 2187 Being No. 131 for the year 2017.

AND

MUSKAN HIGHRISE PRIVATE LIMITED, (PAN: **AAF7748F**) a Company incorporated under the provisions of the Companies Act, 1956, (CIN :**U45400WB2008PTC129921**) having its registered Office at 3, Prince Baktiar Shah Road, Post Office-Tollygunge, Police Station: Charu Market, Kolkata 700033 represented by its Authorized Signatory- **SRI AMARDEEP BHALOTIA**, (PAN : **AHRPB1183B**, Aadhaar No. _____), son of Late Girija Shankar Bhalotia, by faith-Hindu, Nationality-Indian, by occupation-Business, Nationality: Indian, residing at Flat No. 5A, 5th Floor, 16A, Deshpran Sasmal Road, Post Office-Tollygunge, Police Station-Charu Market, Kolkata-700033, hereinafter called and referred to as the **PROMOTER/ DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office and assigns) of the **SECOND PART**.

AND

(1) _____ (PAN _____, Aadhaar No. _____), son of _____ by faith-Hindu, by Occupation service, Nationality Indian, residing at _____ Post Office - _____, Police Station _____, Kolkata - 700 _____ and (2) _____ (PAN _____, Aadhaar No. _____), son of _____ by faith-Hindu, by Occupation service, Nationality Indian, residing at _____ Post Office - _____, Police Station _____, Kolkata - 700 _____ hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **THIRD PART**:

The OWNERS/VENDORS, Promoter/Developer and Purchaser shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires-

- a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XL1 of 2017);

- b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018;
- c) "**Regulation**" means the Regulation made under the West Bengal Housing Industry Regulation;
- d) "**Section**" means the section of the Act.
- e) "**Premises**" shall mean **ALL THAT** piece and parcel of land measuring 4 (four) Bigha 7 (Seven) Cottahs 3 (Three) Chittacks 13 (Thirteen) Square Feet, be the same or a little more or less, whereupon multistoried building is under construction, lying and situated at and being Municipal Premises No. 11, Despran Shasmal Road, Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89, District and Additional District Sub Registration office at Alipore, District: South 24 Parganas, together with all right of easements, common facilities and amenities appurtenant thereto.
- f) "**Sanctioned Plan**" shall mean the plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 201900143 dated 17th December, 2019 and shall include sanctionable additions/alterations made thereto from time to time by the Promoter. The Purchaser(s) are also aware of the fact and consents and admits that owing to construction of additional area/floors the proportionate undivided share of the Purchaser(s) in the Common Area and Installations shall be and/or is likely to stand reduced.

It is expressly mentioned that additional floors are proposed to be sanctioned on the presently sanctioned towers for consuming the additional FAR (Floor Area Ratio), if permissible under the law and the Purchaser(s) shall not raise or make any objection with regards thereto and the Purchaser(s) hereby consents to the same. It is clarified that the foundation of the Towers/Buildings have been planned to take entire load of the additional floors.

- g) "**Common Purposes**" shall mean the purposes of managing maintaining up-keeping and security of the project and in particular the common Areas, Parking Spaces and facilities, amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common and shall also include the purposes of managing maintaining and up-keeping the Mechanical Parking System (if installed) at the costs and expenses of the Unit holders taking parking facility at the Mechanical Parking System and until such time as such Purchaser(s) or two third majority of them decide to manage, maintain and up-keep the said installation.

- h) **“Development Agreements”** shall mean and include (1) registered Development Agreement dated 07.07.2013, which was registered at the Office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 23, Page Nos. 2194 to 2276, Being No. 05537 for the year 2013; (2) registered Development Agreement dated 25.08.2015, which was registered at the Office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 1605-2015, Page Nos. 60238 to 60270, Being No. 160505949 for the year 2015 (3) registered Development Agreement dated 25.08.2015, which was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 1605-2015 Page Nos. 60205 to 60237, Being No. 160505948 for the year 2015. The terms and conditions as contained in the said Registered Development Agreement, so far as it relates to the ownership rights, titles, interests and entitlements of the Landlords/OWNERS/VENDORS therein, and the rights, titles, interests and entitlements of the Developer therein, shall be construed and interpreted as the terms of the Agreement for Sale datedbetween the parties hereto and they shall be binding and forceful on the Promoter and Purchaser/Buyer herein.
- i) **“Power of Attorneys”** shall mean and include (1) Registered Power of Attorney dated 07.07.2013, which was registered at the Office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 23, Page Nos. 2156 to 2193, Being No. 05538 for the year 2013; (2) Registered Power of Attorney dated 20.09.2015, which was registered at the Office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 1605-2015, Page Nos. 74160 to 74281, Being No. 160506512 for the year 2015; (3) Power of Attorney dated 23.09.2015 notarized by Peter Heywood Baker, Notary Public 405/7 Holloway Road, London, N7 6HG and adjudicated by the Kolkata Collector on 29.12.2015; (4) Registered Power of Attorney dated 30.06.2016, which was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 1605-2016 Page Nos. 12406 to 12432, Being No. 160500744 for the year 2016; (5) Registered Power of Attorney dated 24.01.2017 which was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. I, Volume No. 1605-2017 Pages from 8192 to 8207 Being No. 0349 for the year 2017; and (6) Registered Power of Attorney dated 13.02.2017 which was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. IV, Volume No. 1605-2017 Pages from 2168 to 2187 Being No. 131 for the year 2017; The terms and conditions as contained in the said Registered Power of Attorney, so far it relates to the ownership, rights, titles, interests and entitlements of the Landlords/OWNERS/VENDORS therein, and the rights, titles, interests and entitlements of the Power of Attorney holder therein, shall be construed and interpreted as the terms of the said present Agreement for Sale and they shall be binding and forceful on the Promoter/ Developer and Purchaser herein.

- j) "**Affidavits**" shall mean and include the Affidavits executed by the some of the heirs of original OWNERS/VENDORS in pursuance of the Development Agreement dated 07.07.2013. The terms and conditions as contained in the said Affidavits, so far it relates to the ownership , rights, titles, interests and entitlements of the heirs of the deceased Land owners and the rights, titles, interests and entitlements of the Vendor/Seller as Developer therein, shall be construed and interpreted as the terms of these presents and they shall be binding and forceful on the Vendors, Developer and Purchaser herein.
- k) "**Owners/Vendors**" shall mean and include **SMT. PADMA CHATTERJEE & Others** all the names and addresses are mentioned above and also include their heirs , executors , administrators and legal representatives.
- l) "**Developer/Promoter**" shall mean and include **MUSKAN HIGHRISE PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956, having its present registered Office at Map Muskan Residency, 3, Prince Bakhtiar Shah Road, Post Office: Tollygunge, Police Station: Charu Market, Kolkata-700 033, previously at "Martin Burn Building" Room No.7, 1, R.N Mukherjee Road, Police Station- Hare Street, Kolkata- 700 001 and its successor-in-office and assigns, as defined in the Development Agreement dated 07.07.2013 referred to in Clause 1.1.
- m) "**Purchaser**" shall mean and include a person, firm or company who is or are interested to purchase the flat and car parking space in '**THE SKYLAKE**' which is being constructed at premises No. 11, Deshpran Sashmal Road, Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700 033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89, District and Additional District Sub Registration office at Alipore, District: South 24 Parganas, together with all right of easements, common facilities and amenities annexed thereto and include his/its/their successor-in-office and assigns.
- o) "**Premises**" shall mean and include **ALL THAT** piece and parcel of land at present measuring 4 (four) Bigha 7 (Seven) Cottahs 3 (Three) Chittacks and 13 (Thirteen) Square Feet, be the same or a little more or less, whereupon a multistoried building named as '**THE SKYLAKE**' is being onstructed at and being Municipal Premises No. 11, Deshpran Sashmal Road, Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700 033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89, District and Additional District Sub Registration office at Alipore, District: South 24 Parganas, together with all right of easements, common facilities and amenities annexed thereto. The term "said premises" has been defined in the Development Agreement dated 07.07.2013 and the upon actual measurement the area of the land mentioned above is found differ in compare with area mentioned in earlier Development Agreement, however the area mentioned above is correct area of the land of the Project and also described in the [**Schedule -A**] hereunder written.
- p) "**Title Deeds**" shall mean all the documents of title deeds relating to the said premises.

- q) **“Flat /Unit”** mean All that Flat/ Unit no. having carpet area ofsquare feet and exclusive Balcony /Verandah/ Open Terrace (EBVT) having area ofsquare feet aggregating to a Net area ofsquare feet, typeonFloor in the building (Unit) along withnumber of Garage / covered car parking space bearing Nos.each admeasuringsquare feet in the(location of garage /covered garage) (Garage) now in course of construction on the said Land TOGETHER WITH undivided proportionate share in the land comprised in the said premises and also proportionate share in the common areas of the building as permissible under law and also described in **Schedule –B** hereunder written with specifications fixture and fittings to be affixed in the said flat as mentioned in **Schedule –C** hereunder written.
- r) **“Applicable Law”** shall mean all applicable laws, by – laws, rules, regulations, orders, ordinances , notifications , protocols, codes, guidelines , policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental Authority or person acting under any government authority and/or any statutory authority in India, whether in effect on the date of this Agreement or thereafter.
- s) **“Association of the Building”** shall mean the body to be formed by the Purchaser /all purchasers of flat, flats / Units of the building to look after the maintainance of the building which is being constructed on the said premises.
- t) **“Application Money”** shall mean 10% of the total consideration of the flat to be paid by the Purchaser/s to the Developer for purchase of the said flat Apartment /Unit.
- u) **“Building”** Shall mean all that B+G+ 22 storied (commercial/ residential) building comprising of shops, offices, units, apartments , Community Hall – Pantry+ store Banquet Hall, Gymnasium, Swimming Pool and Club– etc. and the sad Project shall be known as **“THE SKYLAKE.”**
- v) **“Common area”** Shall mean with respect to the building ,the areas, facilities and amenities specified in [**Schedule – D**]which are to be used and enjoyed in common with all the Purchasers/ Purchasers of the shops, office spaces, Apartments/ Units of the building as per the terms of their Deeds.
- w) **“Carpet Area”** Shall mean the net usable floor area of the shops, office spaces, Apartments/ Units including the area covered by the partition walls of the respective space but shall exclude the area covered by external walls, area under service shafts, exclusive balcony/verandah/open terrace area.
- x) **“Common Expenses”** shall include the proportionate share of common expenses briefly described and without limitation in [**Schedules-E & F**] herein to be paid borne and contributed by the Purchaser for rendition of common services;
- y) **“Common Rules”** shall mean the rules and regulations specified in [**Schedule-F**] to be observed by the Apartment Purchasers/Purchasers for the common, peaceful, effective and harmonious use and enjoyment of the Project;

- z) “**Exclusive Balcony/Verandah/Open Terrace Area or EBVT Area**” shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of Apartment/ Unit, meant for the exclusive use of the Purchaser.
- aa) “**Maintenance Charges**” shall comprise of the Common Expenses and such other charges to be incurred for the welfare and maintenance of the Project and shall be borne and paid by the Purchasers proportionately as per the ratio of their units’ area in the building.
- ab) **Mutual Easements and Reserved Matters** shall mean the easements and rights specified in [**Schedule -F**] herein and reserved to the Promoter and/or the Association.
- ac) “**Net Area**” shall mean sum of the carpet area of the Unit and EBVT area.
- ad) “**Garage**” shall have the meaning as described to it in [**Schedule -B**].
- ae) Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- af) Words in singular shall include the plural and vice versa.
- ag) Reference to a gender includes a reference to all other genders.
- ah) A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- ai) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- aj) Words and expressions not defined herein but defined in the Act, shall have their meanings as described in the Act.
- ak) Singular shall mean plural and vice versa, masculine shall include feminine and vice versa.

NOT WITHSTANDING, anything be it any inference, interpretation, clauses and sub clauses contained in the Development Agreements in Clause h), Power of Attorneys in Clause i) referred above, shall not have any adverse effect to this instant present and these present shall have a overriding effect on such interpretation if any of the clauses of the said Development Agreement, First Supplementary Agreement and Power of Attorneys are interpreted otherwise.

WHEREAS by virtue of a registered Indenture dated 30.11.1936 one M/s. Mugneeram Bangur and Company as owner sold transferred and conveyed **ALL THAT** piece and parcel of land measuring 1(one) Bigha 4(four) Cottahs 3 (three) Chittacks and 20(twenty) Square Feet, be the same or a little more or less, lying and situate in C.S. Dag Nos. 3 & 4, under C.S. Khatian No. 496 of Mouza – Kankulia, at and being Municipal Premises No. 67, Shah Alum Road, subsequently renumbered as Municipal Premises No. 372, Russa Road, Police Station-Tollygunge now Charu Market, within the then Tollygunge Municipality, now within the

territorial limits of the Kolkata Municipal Corporation, District : 24-Parganas now South 24 Parganas, together with all rights of easement, common facilities and amenities annexed thereto, unto and in favour of Sri Charu Chandra Chatterjee, son of Late Abhoy Charan Chatterjee. The said Deed was registered at the office of District Sub-Registrar at Alipore and registered in Book No. I, Volume No. 114, Page Nos. 93 to 98, Being No. 5336 for the year 1936.

AND WHEREAS by virtue of another registered Indenture dated 30.07.1945, the said M/s. Mugneeram Bangur and Company as owner sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 8(eight) Cottahs 8 (eight) Chittacks and 15.5(fifteen point five) Square Feet, be the same or a little more or less, lying and situate in C.S. Dag No. 2, under C.S. Khatian No. 496 of Mouza – Kankulia at and being part of Municipal Premises No. 67, Shah Alum Road, subsequently renumbered as Municipal Premises No. 372, Russa Road, Police Station-Tollygunge now Charu Market, within the then Tollygunge Municipality, now within the territorial limits of the Kolkata Municipal Corporation, District : 24-Parganas now South 24 Parganas, unto and in favour of Sri Charu Chandra Chatterjee, son of Late Abhoy Charan Chatterjee. The said Deed was registered at the office of Sadar Joint Sub-Registrar at Alipore and registered in Book No. I, Volume No. 36, Page Nos. 255 to 260, Being No. 2054 for the year 1945.

AND WHEREAS in terms of allotment under a Registered Deed of Retirement of Partners dated 01.08.1945, the said Charu Chandra Chatterjee, son of Late Abhoy Charan Chatterjee absolutely got and become the Owner in respect of **ALL THAT** piece and parcel of land measuring 8(eight) Bighas 4 (four) Cottahs 11 (eleven) Chittacks and 3 ½ (three and half) Square Feet, lying and situate in C.S. Dag Nos. 2 & 3, under C.S. Khatian No. 496 of Mouza – Kankulia at and being Municipal Premises No. 67, Sultan Alam Road, subsequently renumbered as Municipal Premises No. 372, Russa Road, Police Station-Tollygunge now Charu Market, within the then Tollygunge Municipality, now within the territorial limits of the Kolkata Municipal Corporation, District : 24-Parganas now South 24 Parganas, together with all rights of easement, common facilities and amenities annexed thereto and other properties from M/S. Mugneeram Bangur and Company. The said retirement of Partnership was registered at the office of Sadar Joint Sub-Registrar at Alipore and registered in Book No. 3, Page Nos. 1 to 45, Being No. 2140 for the year 1945.

AND WHEREAS while the said Charu Chandra Chatterjee was seized and possessed of interalia land measuring 4 Bighas 9 Cottahs 6 Chittacks and 22 Square Feet, (hereinafter referred to as the “***aforesaid property***”) as absolute owner thereof, died intestate on 05.11.1945, before promulgation of Hindu Succession Act 1956, leaving behind his wife-Pankajini Chatterjee, seven sons-Devprasad Chatterjee, Satya Prasad Chatterjee, Nilambu Prasad Chatterjee, Gouranga Prasad Chatterjee, Sakti Prasad Chatterjee, Pranab Prasad Chatterjee, Ram Prasad Chatterjee as his heirs and after the demise of Charu Chandra Chatterjee his seven sons and wife inherited the aforesaid property according to law. It is pertinent to mention herein that Pankajini Chatterjee inherited undivided share in the aforesaid property as life interest holder.

AND WHEREAS after the demise of Charu Chandra Chatterjee disputes arose as to the OWNERS/VENDORShip of the aforesaid property including other properties and the business and as result a whereof one Subodh Chandra Chatterjee, one of the brothers of Charu Chandra Chatterjee as plaintiff instituted Title Suit No. 198 of 1948 before the Learned 2nd Court of Sub-Judge at Alipore for Partition of the several properties including the aforesaid properties, impleading Probodh Chandra

Chatterjee, Kumud Chandra Chatterjee, both sons of Ahboy Charan Chatterjee, Dev Prosad Chatterjee, Satya Prosad Chatterjee, Nilamba Prosad Chatterjee, Gournga Prasad Chatterjee, Sakti Prosad Chatterjee, Pronab Prosad Chatterjee, Ram Prasad Chatterjee, all sons of Late Charu Chandra Chatterjee and Pankajini Devi, widow of Charu Chandra Chatterjee as defendants.

AND WHEREAS the Plaintiff Subodh Chandra Chatterjee and the Defendant Nos. 1 & 2 Probodh Chandra Chatterjee and Kumud Chandra Chatterjee claimed that whole properties and the business including the aforesaid property were the joint family properties and Charu Chandra Chatterjee, since deceased, Subodh Chandra Chatterjee, Probodh Chandra Chatterjee, and Kumud Chandra Chatterjee had undivided 1/4th share each in it. The said Dev Prosad Chatterjee, Satya Prosad Chatterjee, Nilamba Prosad Chatterjee, Gournga Prasad Chatterjee, Sakti Prosad Chatterjee, Pronab Prosad Chatterjee, Ram Prasad Chatterjee, all sons of Late Charu Chandra Chatterjee and Pankajini Devi, widow of Charu Chandra Chatterjee as defendants appeared in the suit and filed their written statement and claimed that that whole properties including the aforesaid property and the business was the self acquired property of Charu Chandra Chatterjee, since deceased.

AND WHEREAS the defendant Nos. 6 to 9 namely Gournga Prasad Chatterjee, Sakti Prosad Chatterjee, Pronab Prosad Chatterjee, Ram Prasad Chatterjee were the minors and Smt. Pankojini Chatterjee for and on behalf of her minor sons, as natural guardian mother represented and appeared in the suit.

AND WHEREAS with the intervention of the well wishers, dear and near one of the parties, the said suit was subsequently ended in compromise on 03.09.1949 in terms of the compromise application filed in the suit.

AND WHEREAS on the basis of the compromise application, it was settled between the parties that the share of allotment in paragraph No. 2 in its sub-para C, being land measuring 4 (four) Bigha 9 (nine) Cottahs 6(six) Chittacks 22 (twenty two) Square Feet, at and being Municipal Premises No. 67, Shah Alum Road, subsequently renumbered and known as Municipal Premises No. 372, Russa Road, namely "Charu Market" Police Station: Tollygunge, District; 24 Parganas had been divided amongst the plaintiff and the defendants in Title Suit No. 198 of 1948 jointly in the following manner:-

- a)The plaintiff Subodh Chandra Chatterjee got 1 (one) anna share containing land measuring 5 Cottahs 9 Chittacks and 18.25 Square Feet.
- b)The defendant No. 1 Probodh Chandra Chatterjee got 2 (two) anna share containing land measuring 11 Cottahs 2 Chittacks and 36.5 Square Feet.
- c)The defendant No. 2 Kumudh Chandra Chatterjee got 2 (two) anna share containing land measuring 11 Cottahs 2 Chittacks and 36.5 Square Feet.
- d)The defendant Nos. 3 to 9 - Dev Prosad Chatterjee, Satya Prosad Chatterjee, Nilamba Prosad Chatterjee, Gournga Prasad Chatterjee, Sakti Prosad Chatterjee, Pronab Prosad Chatterjee and Ram Prasad Chatterjee, got 1 (one) anna 6(six) paise share each containing total land measuring 2 Bighas 13 Cottahs 12 Chittacks and 24 Square Feet each having undivided land measuring 7 Cottahs 10 Chittacks and 42 Square Feet .
- e)The defendant No. 10 Smt. Pankajini Chatterjee got 6 (six) paise share containing land measuring 7 Cottahs 10 Chittacks and 41.75 Square Feet.

AND WHEREAS Pankajini Chatterjee died intestate on 28.01.1982, leaving behind her seven sons Dev Prasod Chatterjee, Satya Prasad Chatterjee, Nilambu Prasad

Chatterjee, Gouranga Prasad Chatterjee, Sakti Prasad Chatterjee, Pranab Prasad Chatterjee, Ram Prasad Chatterjee and two daughters-Anupama Banerjee and Pusparani Banerjee as her heirs and after the demise of Pankajini Chatterjee her undivided share in the property developed upon her seven sons and two daughters jointly according to law and become the Joint OWNERS/VENDORS.

AND WHEREAS Dev Prasad Chatterjee died intestate on 29.02.2000 leaving behind his son – Prithwiraj Chattopadhyay and six married daughters – Padmini Bhattacharya, Rukmini Mukhopadhyay, Nandini Bandyopadhyay, Indrani Mukherjee, Sarbani Banerjee and Debjani Biswas (NRI) as his heirs and after the demise of Dav Prasad Chatterjee, his one son and six married daughters inherited undivided share in the aforesaid property jointly according to law and become the Joint OWNERS/VENDORS.

AND WHEREAS Satya Prasad Chatterjee died intestate on 20.05.1978 leaving behind his wife Bina Chatterjee and two sons – Raghuraj Chatterjee and Abhiraj Chatterjee as his heirs and after the demise of Satya Prasad Chatterjee his wife and two sons inherited undivided share in the aforesaid property jointly according to law and become the Joint OWNERS/VENDORS.

ANDWHEREAS Raghuraj Chatterjee died intestate on 09.06.1982 leaving behind his wife Smt. Sukla Chatterjee and one married daughter – Smt. Saheli Mukherjee as his heirs and after the demise of Raghuraj Chatterjee his wife and married daughter inherited undivided share in the aforesaid property jointly according to law and become the Joint OWNERS/VENDORS.

AND WHEREAS Gouranga Prasad Chatterjee died intestate on 04.01.2013 leaving behind his one son -Deepraj Chatterjee, two married daughters- Diponi Chakrabarti and Dipanjani Banerjee as his heirs and after the demise of Gouranga Prasad Chatterjee his son and two married daughters inherited undivided share in the aforesaid property jointly according to law and become the Joint OWNERS/VENDORS. Purnima Chatterjee, the wife of Gouranga Prasad Chatterjee predeceased on 10.01.1992.

AND WHEREAS Sakti Prasad Chatterjee died intestate on 10.08.1988 leaving behind his wife Snehakana Chatterjee and one married daughter Smt. Irani Mitra as his heirs and after the demise of Sakti Prasad Chatterjee his wife and married daughter inherited undivided share in the aforesaid property jointly according to law and become the Joint OWNERS/VENDORS.

AND WHEREAS Pranab Prasad Chatterjee died intestate on 11.02.2003 leaving behind his wife Aparna Chatterjee and one married daughter Smt. Chandrani Mukherjee as his heirs and after the demise of Pranab Prasad Chatterjee his wife and married daughter inherited undivided share of the aforesaid property jointly according to law and become the Joint OWNERS/VENDORS.

AND WHEREAS Ram Prasad Chatterjee died intestate on 21.06.2001 leaving behind his wife Swapna Chatterjee, one son Ranaraj Chatterjee and one daughter Smt. Priyadarshini Ganguly as his heirs and after the demise of Ram Prasad Chatterjee his wife, son and married daughter inherited undivided share of the aforesaid property jointly according to law and become the Joint OWNERS/VENDORS.

AND WHEREAS Swapna Chatterjee died intestate on 28.05.2013 leaving behind her one son Ranaraj Chatterjee and one daughter Smt. Priyadarshini Ganguly as her heirs and after the demise of Swapna Chatterjee her son and married daughter

inherited her undivided share in the aforesaid property and become the joint OWNERS/VENDORS according to law and become the Joint OWNERS/VENDORS.

AND WHEREAS Anupama Banerjee died intestate on 25.12.2002 leaving behind her son Anshu Nath Banerjee as her heirs and after the demise of Anupama Banerjee her son inherited undivided share of the aforesaid property according to law and become the Joint OWNERS/VENDORS.

AND WHEREAS Anshu Nath Banerjee died intestate on 22.04.2010 leaving behind his wife Rajashree Banerjee and one daughter Smt. Debduty Banerjee as his heirs and after the demise of Anshu Nath Banerjee his wife and daughter inherited undivided share in the aforesaid property jointly according to law and become the Joint OWNERS/VENDORS.

AND WHEREAS Pushpa Rani Banerjee died intestate on 30.12.2002 leaving behind her son Amiya Nath Banerjee and Ashesh Nath Banerjee as her heirs and after the demise of Pushpa Rani Banerjee her sons inherited undivided share in the aforesaid property jointly according to law and become the Joint OWNERS/VENDORS.

AND WHEREAS Ashesh Nath Banerjee died intestate on 04.06.2012 leaving behind his wife Sulekha Banerjee as his heir and after the demise of Ashesh Nath Banerjee his wife inherited undivided share in the aforesaid property according to law and become the Joint OWNERS/VENDORS.

AND WHEREAS Probodh Chandra Chatterjee had undivided 1/8th share in respect of the aforesaid property containing land measuring 11 Cottahs 2 Chittacks and 36.5 Square Feet, be the same or a little more or less, who died testate on 12.03.1977 leaving behind a Will dated 17.03.1973. In the said Will Probodh Chandra Chatterjee appointed his son Sri Ram Prasad Chatterjee as executor to obtain probate of the Will from the competent court of law .

AND WHEREAS after the demise of Probodh Chandra Chatterjee on 12.03.1977, an application was filed by the executor Ram Prasad Chatterjee before the Learned District Delegate at Alipore for obtaining probate of the Will dated 17.03.1973, which was registered as Act 39 (Probate) Case No.127 of 1987.

AND WHEREAS an objection was raised in regards to genuineness of the Will and the Probate proceeding was contentious. Thereafter, the said Ram Prasad Chatterjee filed Original Suit before the Learned District Judge at Alipore, which was registered as O.S. No.1 of 1991.

AND WHEREAS during pendency of the Suit, the eldest son of Probodh Chandra Chatterjee, namely Amarendra Nath Chatterjee died intestate on 24.12.1986 leaving behind his wife Gouri Chatterjee, married daughter Manjushree Mukherjee and Ashok Chatterjee.

AND WHEREAS subsequently the said Original Suit No.1 of 1991 was transferred to the 10th Additional District Judge at Alipore and in the said Suit a compromise application was filed, wherein a decree was passed by the Learned Court and wherefrom it appeared that Probodh Chandra Chatterjee had undivided 1/8th share in respect of the aforesaid property and it has been distributed amongst the Legatees under the Will in the manner following:-

- a. Sri Sourendra Nath Chatterjee shall get 72% of 1/8th share in the aforesaid property during his life time and after his demise his share will be devolved upon Shomenath Chatterjee, Subhrendu Chatterjee, Abhrendu Chatterjee, Subhodip Chatterjee equally.

- b. Sri Ashok Kumar Chatterjee shall get 18% of 1/8th share in the aforesaid property.
- c. Smt. Manjushree Mukherjee shall get 10% of 1/8th share in the aforesaid property.

AND WHEREAS Manjushree Mukherjee died intestate on 02.11.2010 leaving behind her son Indranil Mukherjee, who inherited undivided share in the aforesaid property after the demise of Manjushree Mukherjee and become the Joint OWNERS/VENDORS.

AND WHEREAS Subodh Chandra Chatterjee had undivided 1/16th share in respect of the aforesaid property. During the lifetime the Subodh Chandra Chatterjee executed a Will dated 19.04.1963 bequeathing his undivided 1/16th share in respect of the aforesaid property and other property in favour of his wife-Rakh Hari Devi in life with the restriction that she will not be able to sell, transfer and assign the property covered under the Will in favour of the Third Party. After her demise, his son Rama Prasad alias Bhola Nath Chatterjee will be entitled to get the property under the Will absolutely and forever with liberty to sell, transfer and assign to the third party. In the said Will, the said Subodh Chandra Chatterjee appointed his son-Rama Prasad alias Bholanath Chatterjee as Executor to obtain probate of the Will from the competent court of law without furnishing any security.

AND WHEREAS the said Subodh Chandra Chatterjee died testate on 20.10.1966.

AND WHEREAS after the demise of Subodh Chandra Chatterjee, the Executor Rama Prasad alias Bholanath Chatterjee applied for probate of the Will dated 19.04.1963 before the Learned District Judge Burdwan, which was registered as Will Case No. 212 of 1969. The Learned District Judge, Burdwan, granted probate of the Will on 15.07.1970 in favour of Executor Rama Prasad alias Bholanath Chatterjee. On submission of appropriate stamp duty the formal probate of the Will was granted on 16.09.1974.

AND WHEREAS in terms of the Will and its probate, Rakh Hari Devi got the property under the Will in life, and after the demise of Rakh Hari Devi, the said Rama Prasad alias Bholanath Chatterjee become the absolute Owner of the property covered under the Will dated 19.04.1963 left by Subodh Chandra Chatterjee.

AND WHEREAS Rama Prasad Chatterjee died intestate on 30.05.2012, leaving behind his wife – Ava Chatterjee, two sons – Sankar Chatterjee, Siddhartha Chatterjee and one married daughter Jayshree Senapati as his heirs, after the demise of Rama Prasad Chatterjee his wife, two sons and married daughter inherited the undivided share in the aforesaid property jointly according to law and become the Joint OWNERS/VENDORS.

AND WHEREAS Kumud Chandra Chatterjee died intestate on 11.02.1986 leaving behind his two sons Sudhir Kumar Chatterjee and Sushil Kumar Chatterjee and after the demise of Kumud Chandra Chatterjee his two sons inherited the aforesaid property jointly according to law and become the Joint OWNERS/VENDORS.

AND WHEREAS Sudhir Kumar Chatterjee died intestate on 18.06.1993 leaving behind his wife Smt. Arati Chatterjee, one son Samprit Chatterjee and two married daughters Ambalika Pande and Monalisha Dutta as his heirs and after the demise of Sudhir Kumar Chatterjee his wife, son and two daughters inherited the aforesaid property jointly according to law and become the Joint OWNERS/VENDORS.

AND WHEREAS the Municipal Premises No. 67, Shah Alum Road, subsequently renumbered and known as Municipal Premises No. 372, Russa Road containing **ALL THAT** piece and parcel of land measuring 4 (four) Bighas 9 (nine) Cottahs 6 (six) Chittacks 22 (Twenty Two) Square Feet be the same or a little more or less whereupon several structure and building standing thereon, which has since been divided into 12 (twelve) premises and known as (1) Municipal Premises No. 11, Despran Shasmal Road, (2) Municipal Premises No. 54, Sultan Alam Road, (3) Municipal Premises No. 81, Sultan Alam Road, (4) 87, Sultan Alam Road, (5) Municipal Premises No. 88 Sultan Alam Road, (6) Municipal Premises No. 89, Sultan Alam Road, (7) Municipal Premises No. 90, Sultan Alam Road, (8) Municipal Premises No. 91, Sultan Alam Road, (9) Municipal Premises No. 46, Charu Chandra Place (East), (10) Municipal Premises No. 48, Charu Chandra Place (East), (11) Municipal Premises No. 50, Charu Chandra Place (East) and (12) Municipal Premises No.56, Charu Chandra Place (East), all of Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89 (hereinafter referred to as the “**Entire property**”).

AND WHEREAS the said (1) Sri Nilambu Prasad Chatterjee (since deceased), (2) Sri Deepraj Chatterjee, (3) Smt. Diponi Chakraborty, (4) Smt. Dipanjani Banerjee, (5) Sri Prithwiraj Chattopadhyay, (6) Smt. Padmini Bhattacharyya, (7) Smt. Rukmini Mukhapadhyay, (8) Smt. Nandini Bandyopadhyay, (9) Smt. Indrani Mukherjee, (10) Smt. Sarbani Banerjee, (11) Smt. Bina Chatterjee, (12) Sri Abhiraj Chatterjee, (13) Smt. Sukla Chatterjee, (14) Smt. Saheli Mukherjee, (15) Smt. Snehakana Chatterjee, (16) Smt. Irani Mitra, (17) Smt. Aparna Chatterjee, (18) Smt. Chandrani Mukherjee, (19) Sri Ranaraj Chatterjee, (20) Smt. Priyadarshini Ganguly, (21) Smt. Rajashree Banerjee, (22) Smt. Debduty Banerjee, (23) Sri Amiya Nath Banerjee, (24) Smt. Sulekha Banerjee, (25) Sri Sourendra Nath Chatterjee (since deceased), (26) Sri Ashok Kumar Chatterjee (since deceased), (27) Sri Indranil Mukherjee, (28) Smt. Ava Chatterjee, (since deceased) (29) Sri Sankar Chatterjee, (30) Sri Siddhartha Chatterjee, (31) Sri Sushil Kumar Chatterjee, (32) Smt. Jayashree Senapati (33) Smt. Arati Chatterjee, (34) Sri Samprit Chatterjee, (35) Smt. Monalisa Dutta (36) Smt. Debjani Biswas (NRI) and (37) Smt. Ambalika Pande had been owning and possessing the entire property being **ALL THAT** piece and parcel of land measuring 4 (four) Bighas 9 (nine) Cottahs 6 (six) Chittacks 22 (Twenty Two) Square Feet be the same or a little more or less whereupon several structure and building standing thereon, lying and situate at and being (1) Municipal Premises No. 11, Deshpran Shasmal Road, (2) Municipal Premises No. 54, Sultan Alam Road, (3) Municipal Premises No. 81, Sultan Alam Road, (4) 87, Sultan Alam Road, (5) Municipal Premises No. 88 Sultan Alam Road, (6) Municipal Premises No. 89, Sultan Alam Road, (7) Municipal Premises No. 90, Sultan Alam Road, (8) Municipal Premises No. 91, Sultan Alam Road, (9) Municipal Premises No. 46, Charu Chandra Place (East), (10) Municipal Premises No. 48, Charu Chandra Palce (East), (11) Municipal Premises No. 50, Charu Chandra Place (East) and (12) Municipal Premises No.56, Charu Chandra Place (East), all of Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89.

AND WHEREAS the part of the entire property was occupied by the several tenants and/or occupiers. The OWNERS/VENDORS of the entire property formed an AOP namely- **S.C. CHATTERJEE AND OTHERS**, having its registered Office at 11, Deshpran Sasml Road Post Office- Tollygunge, Police Station- Charu Market, Kolkata-700033, represented by its Authorized Signatory- (1) **SRI SUSHIL KUMAR CHATTERJEE**, son of Late Kumud Chandra Chatterjee, residing at 63, Charu

Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata-700033 and (2) **SRI ABHIRAJ CHATTERJEE**, son of Late Satya Prasad Chatterjee, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033, who is administering the estate and collection of rent from the tenant and occupiers of the entire property namely “**Charu Market**” including all other acts, deeds and things for and on behalf of all the OWNERS/VENDORS.

AND WHEREAS in the entire property, there were several tenants/ occupiers occupying part of it and the OWNERS/VENDORS (1) Sri Nilambu Prasad Chatterjee (since deceased), (2) Sri Deepraj Chatterjee, (3) Smt. Diponi Chakraborty, (4) Smt. Dipanjani Banerjee, (5) Sri Prithwiraj Chattopadhyay, (6) Smt. Padmini Bhattacharyya, (7) Smt. Rukmini Mukhapadhyay, (8) Smt. Nandini Bandyopadhyay, (9) Smt. Indrani Mukherjee, (10) Smt. Sarbani Banerjee, (11) Smt. Debjani Biswas (12) Smt. Bina Chatterjee, (13) Sri Abhiraj Chatterjee, (14) Smt. Sukla Chatterjee, (15) Smt. Saheli Mukherjee, (16) Smt. Snehakana Chatterjee, (17) Smt. Irani Mitra, (18) Smt. Aparna Chatterjee, (19) Smt. Chandrani Mukherjee, (20) Sri Ranaraj Chatterjee, (21) Smt. Priyadarshini Ganguly, (22) Smt. Rajashree Banerjee, (23) Smt. Debduty Banerjee, (24) Sri Amiya Nath Banerjee, (25) Smt. Sulekha Banerjee, (26) Sri Sourendra Nath Chatterjee, (27) Sri Ashok Kumar Chatterjee (since deceased), (28) Sri Indranil Mukherjee, (29) Smt. Ava Chatterjee, (since deceased) (30) Sri Sankar Chatterjee, (31) Sri Siddhartha Chatterjee, (32) Sri Sushil Kumar Chatterjee, (33) Smt. Jayashree Senapati (34) Smt. Arati Chatterjee, (35) Sri Samprit Chatterjee, (36) Smt. Monalisa Dutta and (37) Smt. Ambalika Pande were desirous of developing the entire property by constructing thereupon multistoried residential building including commercial complex in several Blocks in accordance with the sanction building plan to be approved by the Kolkata Municipal Corporation after rehabilitating existing tenants/occupiers. But due to financial stringency and/or paucity of funds and experience, the OWNERS/VENDORS were unable to start construction of the entire property and had been in search of a Promoter and/or Developer, who can undertake the responsibility of construction of such building upon the said entire property of his/her/their/ own arrangement and expenses.

AND WHEREAS having come to know the intention of the aforesaid OWNERS/VENDORS, the Developer contacted them and requested to allow them to develop the entire property by constructing the proposed residential buildings including commercial complex in several blocks in accordance with the sanction building plan to be approved by the Kolkata Municipal Corporation at its own arrangement, cost and expenses.

AND WHEREAS the said (1) Sri Nilambu Prasad Chatterjee, (since deceased) (2) Sri Deepraj Chatterjee, (3) Smt. Diponi Chakraborty, (4) Smt. Dipanjani Banerjee, (5) Sri Prithwiraj Chattopadhyay, (6) Smt. Padmini Bhattacharyya, (7) Smt. Rukmini Mukhapadhyay, (8) Smt. Nandini Bandyopadhyay, (9) Smt. Indrani Mukherjee, (10) Smt. Sarbani Banerjee, (11) Smt. Bina Chatterjee, (12) Sri Abhiraj Chatterjee, (13) Smt. Sukla Chatterjee, (14) Smt. Saheli Mukherjee, (15) Smt. Snehakana Chatterjee, (16) Smt. Irani Mitra, (17) Smt. Aparna Chatterjee, (18) Smt. Chandrani Mukherjee, (19) Sri Ranaraj Chatterjee, (20) Smt. Priyadarshini Ganguly, (21) Smt. Rajashree Banerjee, (22) Smt. Debduty Banerjee, (23) Sri Amiya Nath Banerjee, (24) Smt. Sulekha Banerjee, (25) Sri Sourendra Nath Chatterjee (since deceased), (26) Sri Ashok Kumar Chatterjee (since deceased), (27) Sri Indranil Mukherjee, (28) Smt. Ava Chatterjee, (since deceased) (29) Sri Sankar Chatterjee, (30) Sri Siddhartha Chatterjee, (31) Sri Sushil Kumar Chatterjee, (32) Smt. Jayashree Senapati (33) Smt.

Arati Chatterjee, (34) Sri Sampriti Chatterjee, (35) Smt. Monalisa Dutta as OWNERS/VENDORS have executed and registered a Development Agreement on 07.07.2013 in respect of their shares in the entire property mentioned in **SCHEDULE-"A"** therein in favour of the Promoter- Muskan Highrise Private Limited. The said Development Agreement was registered at the Office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 23 Page Nos. 2194 to 2276, Being No. 05537 for the year 2013.

AND WHEREAS the said (1) Sri Nilambu Prasad Chatterjee(since deceased), (2) Sri Deepraj Chatterjee, (3) Smt. Diponi Chakraborty, (4) Smt. Dipanjani Banerjee, (5) Sri Prithwiraj Chattopadhyay, (6) Smt. Padmini Bhattacharyya, (7) Smt. Rukmini Mukhapadhyay, (8) Smt. Nandini Bandyopadhyay, (9) Smt. Indrani Mukherjee, (10) Smt. Sarbani Banerjee, (11) Smt. Bina Chatterjee, (12) Sri Abhiraj Chatterjee, (13) Smt. Sukla Chatterjee, (14) Smt. Saheli Mukherjee, (15) Smt. Snehakana Chatterjee, (16) Smt. Irani Mitra, (17) Smt. Aparna Chatterjee, (18) Smt. Chandrani Mukherjee, (19) Sri Ranaraj Chatterjee, (20) Smt. Priyadarshini Ganguly, (21) Smt. Rajashree Banerjee, (22) Smt. Debduty Banerjee, (23) Sri Amiya Nath Banerjee, (24) Smt. Sulekha Banerjee, (25a) Sri Sourendra Nath Chatterjee, (26) Sri Ashok Kumar Chatterjee (since deceased), (27) Sri Indranil Mukherjee, (28) Smt. Ava Chatterjee, (since deceased) (29) Sri Sankar Chatterjee, (30) Sri Siddhartha Chatterjee, (31) Sri Sushil Kumar Chatterjee, (32) Smt. Jayashree Senapati (33) Smt. Arati Chatterjee, (34) Sri Sampriti Chatterjee, (35) Smt. Monalisa Dutta have executed and registered a Power of Attorney on 07.07.2013 in respect of their shares in the entire property mentioned in **SCHEDULE-"A"** therein in favour of the Promoter- Muskan Highrise Private Limited. The said Power of Attorney was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 23, Page Nos. 2156 to 2193 Being No. 05538 for the year 2013.

AND WHEREAS it is pertinent to mention herein that Municipal Premises No. 88 Sultan Alam Road, containing land measuring 1(one) Cottah 13 (thirteen) Chittacks and 35(thirty five) square feet, be the same or a little more or less has been ousted from the said entire property and 11(eleven) premises being (1) Municipal Premises No. 11, Despran Shasmal Road; (2) Municipal Premises No. 54, Sultan Alam Road; (3) Municipal Premises No. 81, Sultan Alam Road; (4) 87, Sultan Alam Road, (5) Municipal Premises No. 89, Sultan Alam Road; (6) Municipal Premises No. 90, Sultan Alam Road, (7) Municipal Premises No. 91, Sultan Alam Road; (8) Municipal Premises No. 46, Charu Chandra Place (East); (9) Municipal Premises No. 48, Charu Chandra Place (East); (10) Municipal Premises No. 50, Charu Chandra Place (East) and (11) Municipal Premises No.56, Charu Chandra Place (East), all of Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89, were subsequently mutated and amalgamated into one premises after ratification of all formalities before the Kolkata Municipal Corporation and after amalgamation 11 Premises have since been known as Municipal Premises No. 11, Despran Shasmal Road, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 89, containing land measuring 4 (four) Bighas 7 (Seven) Cottahs 3(Three) Chittacks 13 (Thirteen) Square Feet, be the same or a little more or less, whereupon several structure and building standing thereon.

AND WHEREAS the said Nilambu Prasad Chatterjee died intestate on 12.03.2014 leaving behind his wife- Padma Chatterjee and two sons – Shubhoraj Chatterjee and Indraraj Chatterjee, as his heirs and after the demise of Sri Nilambu Prasad Chatterjee his wife and two sons inherited his undivided share jointly in the entire property according to law and become the Joint OWNERS/VENDORS.

AND WHEREAS the said Smt. Ava Chatterjee died intestate on 16.10.2014 leaving behind her two sons Sri Sankar Chatterjee, Sri Siddhartha Chatterjee, and a married daughter Smt. Jayashree Senapati as her heirs and after the demise of Smt. Ava Chatterjee her two sons and married daughter inherited her undivided share in the property according to law and become the Joint OWNERS/VENDORS.

AND WHEREAS the said Sourendra Nath Chatterjee had undivided 72% of 1/8th share in the entire premises.

AND WHEREAS on basis of the Will dated 17.03.1973 executed by Probodh Chandra Chatterjee and its order of probate dated 23.04.1999 by the Learned 10th Additional District Judge at Alipore, and also in terms of solenama filed by the Plaintiff and the Defendants in Original Suit No. 1 of 1991, the said Sri Sourendra Nath Chatterjee got 72% of 1/8th share in the entire premises left by Probodh Chandra Chatterjee. In the Will it has been stipulated that after the demise of Sri Sourendra Nath Chatterjee, his share will be devolved upon Shomenath Chatterjee, Subhrendu Chatterjee, Abhrendu Chattopadhyay and Subhodip Chatterjee in equal share.

AND WHEREAS the said Sourendra Nath Chatterjee died intestate on 18.06.2016. On basis of the Will dated 17.03.1973 executed by Probodh Chandra Chatterjee and its order of probate dated 23.04.1999 by the Learned 10th Additional District Judge at Alipore, and also in terms of solenama filed by the Plaintiff and the Defendants in Original Suit No. 1 of 1991, after the demise of Sourendra Nath Chatterjee, his share in the entire premises devolved upon his four sons Shomenath Chatterjee, Subhrendu Chattopadhyay, Abhrendu Chatterjee and Subhodip Chatterjee in equal share. Thus, Shomenath Chatterjee, Subhrendu Chattopadhyay, Abhrendu Chatterjee and Subhodip Chatterjee became the OWNERS/VENDORS in respect of undivided share in the entire premises.

AND WHEREAS Ashok Kumar Chatterjee died intestate on 05.07.2016, leaving behind his wife-Smt. Pratima Chatterjee and two sons Sri Avijit Chatterjee and Sri Joyjit Chatterjee as his heirs and after the demise of Ashok Kumar Chatterjee his wife and two sons inherited undivided share in the entire property and become the Joint OWNERS/VENDORS.

AND WHEREAS It is pertinent to mention herein that Municipal Premises No. 88 Sultan Alam Road, containing land measuring 1(one) Cottah 13 (thirteen) Chittacks and 35(thirty five) square feet, be the same or a little more or less has been ousted from the said entire property .

AND WHEREAS the said (1) Smt. Padma Chatterjee (2) Sri Shubhoraj Chatterjee, (3) Sri Indraraj Chatterjee, (4) Sri Deepraj Chatterjee, (5) Smt. Diponi Chakraborty, (6) Smt. Dipanjani Banerjee, (7) Sri Prithwiraj Chattopadhyay, (8) Smt. Padmini Bhattacharyya, (9) Smt. Rukmini Mukhapadhyay, (10) Smt. Nandini Bandyopadhyay, (11) Smt. Indrani Mukherjee, (12) Smt. Sarbani Banerjee, (13) Smt. Debjani Biswas (14) Smt. Bina Chatterjee, (15) Sri Abhiraj Chatterjee, (16) Smt. Sukla Chatterjee, (17) Smt. Saheli Mukherjee, (18) Smt. Snehakana Chatterjee, (19) Smt. Irani Mitra, (20) Smt. Aparna Chatterjee, (21) Smt. Chandrani Mukherjee, (22) Sri Ranaraj Chatterjee, (23) Smt. Priyadarshini Ganguly, (24) Smt. Rajashree Banerjee, (25) Smt. Debduty Banerjee, (26) Sri Amiya Nath Banerjee, (27) Smt. Sulekha Banerjee, (28) Sri Shomenath Chatterjee, (29) Subhrendu Chatterjee, (30) Abhrendu Chatterjee, (31) Subhodip Chatterjee, (32) Smt. Pratima Chatterjee, (33) Sri Avijit Chatterjee (34) Sri Joyjit Chatterjee (35) Sri Indranil Mukherjee, (36) Sri Sankar Chatterjee, (37) Sri Siddhartha Chatterjee, (38) Sri Sushil Kumar Chatterjee, (39) Smt. Jayashree Senapati (40) Smt. Arati Chatterjee, (41) Sri Sampriti

Chatterjee, (42) Smt. Monalisa Dutta and (43) Smt. Ambalika Pande (hereinafter collectively referred to as the “**OWNERS/VENDORS**”) are the joint OWNERS/VENDORS and owned and possessed of, after final measurement at the time of Boundary Declaration dated 22nd November,2019 it has been found, **ALL THAT** piece and parcel of land measuring 4 (four) Bighas 7 (Seven) Cottahs 3 (Three) Chittacks 13 (Thirteen) Square Feet, be the same or a little more or less, whereupon several structure and building had been built and stood thereon at and being Municipal Premises No. 11, Despran Shasmal Road, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 89, District-South 24 Parganas, which has been specifically described in the **SCHEDULE “A”** hereunder and hereinafter referred to as the “**SAID PROPERTY**”.

AND WHEREAS the said Smt. Debjani Biswas (NRI) as Owner has executed and registered a Development Agreement on 25.08.2015 in respect of her share in the said property mentioned in **SCHEDULE-“A”** hereunder in favour of the Promoter-Muskan Highrise Private Limited. The said Development Agreement was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 1605-2015 Page Nos. 60238 to 60270, Being No. 160505949 for the year 2015.

AND WHEREAS the said Smt. Ambalika Pande as Owner has executed and registered a Development Agreement on 25.08.2015 in respect of her share in the said property mentioned in **SCHEDULE “A”** hereunder in favour of the Promoter - Muskan Highrise Private Limited. The said Development Agreement was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 1605-2015 Page Nos. 60205 to 60237, Being No. 160505948 for the year 2015.

AND WHEREAS the OWNERS/VENDORS have undivided share in the said premises in the following manner:-

Sl. No.	NAME	SHARE (%)
1	Smt. Padma Chatterjee	3.24
2	Sri Shubhoraj Chatterjee	3.24
3	Sri Indraraj Chatterjee	3.24
4	Sri Deepraj Chatterjee	5.83
5	Smt. Diponi Chakraborty	1.94
6	Smt. Dipanjani Banerjee	1.94
7	Sri Prithwiraj Chattopadhyay	1.39
8	Smt. Padmini Bhattacharyya	1.39
9	Smt. Rukmini Mukhapadhyay	1.39

10	Smt. Nandini Bandyopadhyay	1.39
11	Smt. Indrani Mukherjee	1.39
12	Smt. Sarbani Banerjee	1.39
13	Smt. Bina Chatterjee	3.24
14	Sri Abhiraj Chatterjee	3.24
15	Smt. Sukla Chatterjee	1.62
16	Smt. Saheli Mukherjee	1.62
17	Smt. Snehakana Chatterjee	4.86
18	Smt. Irani Mitra	4.86
19	Smt. Aparna Chatterjee	4.86
20	Smt. Chandrani Mukherjee	4.86
21	Sri Ranaraj Chatterjee	6.42
22	Smt. Priyadarshini Ganguly	3.31
23	Smt. Rajashree Banerjee	0.18
24	Smt. Debduty Banerjee	0.17
25	Sri Amiya Nath Banerjee	0.17
26	Smt. Sulekha Banerjee	0.18
27	Sri Shomenath Chatterjee,	2.25
28	Sri Subhrendu Chatterjee	2.25
29	Sri Abhrendu Chatterjee	2.25
30	Sri Subhodip Chatterjee,	2.25
31	Smt. Pratima Chatterjee	.75
32	Sri Avijit Chatterjee	.75
33	Sri Joyjit Chatterjee	.75
34	Sri Indranil Mukherjee	1.25
35	Sri Sankar Chatterjee	2.08

36	Sri Siddhartha Chatterjee	2.09
37	Smt. Jayashree Senapati	2.08
38	Sri Sushil Kumar Chatterjee	6.25
39	Smt. Arati Chatterjee	1.56
40	Sri Samprit Chatterjee	1.57
41	Smt. Monalisa Dutta	1.56
42	Smt. Debjani Biswas (NRI)	1.39
43	Smt. Ambalika Pande	1.56
	TOTAL	100

AND WHEREAS as some of the OWNERS/VENDORS died and to avoid future complications, the OWNERS/VENDORS (1) Smt. Padma Chatterjee Chatterjee (2) Sri Shubhoraj Chatterjee, (3) Sri Indraraj Chatterjee, (4) Sri Deepraj Chatterjee, (5) Smt. Diponi Chakraborty, (6) Smt. Dipanjani Banerjee, (7) Sri Prithwiraj Chattopadhyay, (8) Smt. Padmini Bhattacharyya, (9) Smt. Rukmini Mukhapadhyay, (10) Smt. Nandini Bandyopadhyay, (11) Smt. Indrani Mukherjee, (12) Smt. Sarbani Banerjee, (13) Smt. Bina Chatterjee, (14) Sri Abhiraj Chatterjee, (15) Smt. Sukla Chatterjee, (16) Smt. Saheli Mukherjee, (17) Smt. Snehakana Chatterjee, (18) Smt. Irani Mitra, (19) Smt. Aparna Chatterjee, (20) Smt. Chandrani Mukherjee, (21) Sri Ranaraj Chatterjee, (22) Smt. Priyadarshini Ganguly, (23) Smt. Rajashree Banerjee, (24) Smt. Debduy Banerjee, (25) Sri Amiya Nath Banerjee, (26) Smt. Sulekha Banerjee, (27) Sri Sourendra Nath Chatterjee (since deceased), (28) Sri Ashok Kumar Chatterjee (since deceased), (29) Sri Indranil Mukherjee, (30) Sri Sankar Chatterjee, (31) Sri Siddhartha Chatterjee, (32) Sri Sushil Kumar Chatterjee, (31) Smt. Jayashree Senapati (32)Smt. Arati Chatterjee, (33) Sri Samprit Chatterjee, and (34) Smt. Monalisa Dutta as joint OWNERS/VENDORS have executed and registered a Power of Attorney on 20.09.2015 in respect of their share in the said premises mentioned in **SCHEDULE-“A”** therein in favour of the Promoter - Muskan Highrise Private Limited. The said Power of Attorney was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 1605-2015, Page Nos. 74160 to 74281 Being No. 160506512 for the year 2015.

AND WHEREAS the said Smt. Debjani Biswas (NRI) as Owner has executed Power of Attorney on 23.09.2015 in respect of her share in the said premises mentioned in **SCHEDULE-‘A’** hereunder in favour of the Promoter - Muskan Highrise Private Limited. The said Power of Attorney was notarized by Peter Heywood Baker, Notary Public 405/7 Holloway Road, London, N7 6HG and adjudicated by the Kolkata Collector on 29.12.2015.

AND WHEREAS the said Shomenath Chatterjee, Subhrendu Chattopadhyay, Abhrendu Chatterjee and Subhodip Chatterjee as OWNERS/VENDORS have executed and registered a Power of Attorney on 30.06.2016 in respect of their shares which they have got from their father Sourendra Nath Chatterjee, in terms of the Development Agreement dated 07.07.2013 in the said premises mentioned in **SCHEDULE-‘A’** hereunder in favour of the Promoter - Muskan Highrise Private

Limited. The said Power of Attorney was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 1605-2016 Page Nos. 12406 to 12432, Being No. 160500744 for the year 2016.

AND WHEREAS the said Shomenath Chatterjee, Subhrendu Chattopadhyay, Abhrendu Chatterjee and Subhodip Chatterjee as OWNERS/VENDORS jointly affirmed an Affidavit on 30.06.2016 before the Notary Public at Alipore, thereby affirmed that their father as one of the OWNERS/VENDORS, had executed Development Agreement and Power of Attorney dated 07.07.2013 and Supplementary Agreement dated 20.09.2015 in respect of the said property and they shall abide by all the terms, conditions, covenants mentioned in the Development Agreement dated 07.07.2013 and subsequent First Supplementary Agreement dated 20.09.2015, in respect of the said premises.

AND WHEREAS the said Smt. Pratima Chatterjee, Sri Avijit Chatterjee and Sri Joyjit Chatterjee, wife and sons of Late Ashok Kumar Chatterjee as OWNERS/VENDORS have executed and registered a Power of Attorney on 13.02.2017 in respect of their shares which they have got from Ashok Kumar Chatterjee, in terms of the Development Agreement dated 07.07.2013 in the said premises mentioned in **SCHEDULE-'A'** hereunder in favour of the Promoter-Muskan Highrise Private Limited. The said Power of Attorney was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. IV, Volume No. 1605-2017 Pages from 2168 to 2187 Being No. 131 for the year 2017.

AND WHEREAS the said Smt. Pratima Chatterjee, Sri Avijit Chatterjee and Sri Joyjit Chatterjee as OWNERS/VENDORS jointly affirmed an Affidavit on 13.02.2017 before the Notary Public at Alipore, thereby affirming that Ashok Kumar Chatterjee (since deceased) as one of the OWNERS/VENDORS, had executed Development Agreement and Power of Attorney dated 07.07.2013 in respect of the said premises and they shall abide by all the terms, conditions, covenants mentioned in the Development Agreement dated 07.07.2013, in respect of the said property.

AND WHEREAS the said Smt. Ambalika Pande as Owner has executed and registered a Power of Attorney on 24.01.2017 in respect of her share in terms of the Development Agreement dated 28.05.2015 in the said premises mentioned in **SCHEDULE-'A'** hereunder in favour of the Developer- Muskan Highrise Private Limited. The said Power of Attorney was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. IV, Volume No. 1605-2017 Pages from 8192 to 8207 Being No. 349 for the year 2017.

AND WHEREAS in the mean time, the Promoter has made payment of the amount to the OWNERS/VENDORS and S.C. CHATTERJEE & OTHERS (AOP) and also to the Kolkata Municipal Corporation as due tax and for benefit of all the OWNERS/VENDORS and the Developer regarding eviction of few tenants and /or occupiers from the said premises for viability of the project and out of the 12 premises, being the entire premises, one premises has been ousted and 11 Premises have been amalgamated and it has since been known as Municipal Premises No. 11, Despran Shasmal Road, Police Station: Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 89 containing land measuring 4 (four) Bigha 7 (Seven) Cottahs 3 (Three) Chittacks 13 (Thirteen) Square Feet, be the same or a little more or less and also the Promoter has been able to get possession of the property from the tenants.

AND WHEREAS the Developer in the name of the OWNERS/VENDORS obtained the all the requisite permissions from the government department and local

authority for the purpose of construction of the a multistoried building at the said premises.

AND WHEREAS the Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____20____ under Registration No. HIRA/P/KOL/20____/000_____;

AND WHEREAS the Developer in the name of the OWNERS/VENDORS got a plan sanctioned from the Kolkata Municipal Corporation for the purpose of construction of the building being **Building Permit No. 2019100143 dated 17.12.2019** upon the said premises.

AND WHEREAS the Developer in conformity with the aforesaid sanction plan started the construction of the multistoried building named **“THE SKYLAKE”** consisting of (B+G+ 22 storied building) flats/ units/ shops /commercial spaces / open/covered/ mercantile parking spaces and other various amenities mentioned in the Schedule hereunder, upon **ALL THAT** piece and parcel of land measuring 4 (four) Bighas 7 (Seven) Cottahs 3 (Three) Chittacks and 13 (Thirteen) Square Feet, be the same or a little more or less, on the said Municipal Premises No. 11, Deshpran Shasmal Road, Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89, District and Additional District Sub Registration office at Alipore, District: South 24 Parganas, together with all right of easements, common facilities and amenities appurtenant thereto.

AND WHEREAS during construction of the building, the Developer declared to sell **ALL THAT** a self contained flat, being Flat No.measuring Square Feet carpet area,built up area andsuper built up area be the same or a little more or less on theside of the Floor, and a covered / open/ mercantile car parking space measuring square feet, be the same or a little more or less, on the ground floor of the building of the said premises together with undivided impartible proportionate share of the land underneath including right of easements, common facilities and amenities annexed thereto, to the intending Purchaser/s.

AND WHEREAS being aware of such intention of the Developer, the Purchaser after inspecting sanctioned building plans, its measurement, dimensions, documents of chain of title deeds and other documents has agreed and offered to purchase the aforesaid flat and a car parking space, being Flat No. measuring Square Feet carpet area , built up area andsuper built-up area, be the same or a little more or less on theside of the Floor, and a covered / open/ mercantile car parking space measuring square feet, be the same or a little more or less, on the ground floor / basement of the building specifically described in the **SCHEDULE-B** hereunder written **TOGETHER WITH** undivided impartible proportionate share and/or interest in the land comprised in the said premises and attributable to the aforesaid flat and car parking space and the proportionate share in the common areas, portions, facilities and amenities in the said building (hereinafter collectively referred to as the (**said flat and car parking space and the properties appurtenant thereto**”) from the Developer.

AND WHEREAS the Purchaser/s has also made necessary searches in the Registration office , Courts and the Kolkata Municipal Corporation in respect of the title of the Owners/ Vendors of the said premises and he/she is fully satisfied with the title and has seen and inspected the various Plans sanctioned by the Kolkata Municipal Corporation relating to the said Project and has fully satisfied himself/herself/themselves about the validity and all other aspects thereof and agrees and covenants not to raise any objection with regard thereto. The Purchaser (s) also consents and confirms that the Promoter shall be at liberty to have the Plan modified and/or altered from time to time.

AND WHEREAS the Purchaser/s agrees and consents to the fact that in case at any time additional constructions /floors are sanctioned by the concerned authorities, then the Developer shall be entitled to construct and deal with the same, to which the Purchaser/s hereby consents and agrees not to raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the occupants of such additional areas shall be entitled to proportionate ownership of land and common user of the common areas.

AND WHEREAS on negotiation between the Developer and the Purchaser, the price for the said flat and car parking space has been settled at a total sum of Rs./- (Rupees.....) only and also G.S.T. charges as applicable under the law . The price mentioned as aforesaid for the said flat and car parking space includes costs of undivided proportionate share of the land and the properties appurtenances thereto. The OWNERS/VENDORS, Developer and the Purchaser have executed an Agreement for Sale on in respect of sale of the said flat and car parking space on which has been registered atin Book no. I Volume No. Pages to Being Deed No.....for the yearfor the consideration and on the terms ,conditions and covenants therein contained and on the part of the parties herein to be observed and performed (hereinafter referred to as the said **“Agreement for Sale”**).

AND WHEREAS at the time of negotiation the OWNERS/VENDORS and the Developer do hereby assured, represented and covenant with the Purchaser/s as follows:-

- a. The OWNERS/VENDORS and the Developer are absolutely seized and possessed of and/or well and sufficiently entitled to the said flat and car parking space mentioned in the **SCHEDULE-B** hereunder.
- b. Save and except the OWNERS/VENDORS and the Developer, nobody else have any right, title, interest, claim and demand whatsoever or howsoever in respect of the said flat and car parking space.
- c. The OWNERS/VENDORS and the Developer have not sold, transferred, conveyed and/or executed any Agreement for Sale (save and except in favour of the Purchaser/s) in respect of the said flat and car parking space in favour of the third party.
- d. There is no legal bar or impediment restraining the OWNERS/VENDORS and the Developer from selling, transferring

and/or dealing with disposing off the said flat and car parking space in any manner whatsoever.

- e. There is no case or suit pending before any competent court of law in respect of the said flat and car parking space.
- f. The said flat and car parking space is free from all encumbrances, charges, liens, lispendens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever.
- g. The OWNERS/VENDORS have good, clear and marketable title in respect of the said flat and car parking space.

AND WHEREAS on or before execution of this Deed of Conveyance, the Purchaser/s has paid the entire consideration amount to the Developer and the Developer delivered possession of the said flat and car parking space to the Purchaser/s and the OWNERS/VENDORS and the Developer are hereby executing the Deed of Conveyance in respect of the said flat and car parking space including undivided impartible proportionate share of the land together with proportionate share in the common areas, portions, easement rights, facilities and amenities appurtenant thereto in favour of the Purchaser/s.

NOW THIS INDENTURE WITNESSETH as follows :-

- I. In pursuance of said Agreement for Sale dated and in consideration of the said sum of Rs./- (Rupees) only paid by the Purchaser/s to the Developer on or before the execution of these presents (the receipt whereof the Developer doth hereby as well as by the receipt hereunder written admit, acknowledge and confirm and of and from the same and every part thereof, the OWNERS/VENDORS do hereby forever acquit, release, exonerate and discharge the said flat, car parking space, undivided impartible proportionate share or interest in the land also proportionate share in the said common areas, portions, easement rights, facilities and amenities appurtenant thereto unto the Purchaser/s) **THEY** the OWNERS/VENDORS do hereby sell, grant, convey, transfer and the Developer doth hereby assign assure and confirm unto the Purchaser/s **ALL THAT** the said flat and car parking space morefully described in the **SCHEDULE-B** hereunder written of the said building together with the undivided proportionate impartible share and/or interest in the land comprised in the said premises morefully described in the **SCHEDULE-A** hereunder written **AND TOGETHER WITH** the specifications and the fixtures and fittings affixed in the said flat morefully described in the **SCHEDULE-C** hereunder written and together with the right to use the common areas, portions, facilities, amenities and installations in the said Building morefully described in the **SCHEDULE-D** hereunder written in common with the co-owner and/or occupiers of the other flats/units in the said Building (which is hereinafter collectively called "**THE SAID FLAT , CAR PARKING SPACE AND THE PROPERTIES APPURTENANT THERETO**") **AND TOGETHER WITH** all easements or quasi-easements or other stipulations or provisions for the beneficial use and enjoyment of the said flat and car parking space more fully described in the **SCHEDULE-E** hereunder written subject to the terms, conditions, covenants and stipulations several restrictions morefully described in the **SCHEDULE -F** hereunder written **AND FURTHER ALSO** subject to the Purchaser's regularly and punctually paying the proportionate costs of maintenance charges and other expenses as mentioned the Purchaser's covenant hereunder written and the rights appurtenant thereto **AND** all the estate, right, title interest, profits, claim and demand whatsoever

both at law and in equity of the Owner/ Vendor into and/or upon the said flat, car parking space and the properties appurtenant thereto together with undivided share in the land and the undivided proportionate share or interest in the common areas portions facilities and amenities appertaining thereto respectively and every part thereof and all deeds, documents, writings and evidences of title exclusively relating to or concerning to the said flat, car parking space and the properties appurtenant thereto **TOGETHER WITH** all boundary walls, areas, sewers, drains, ditches, paths, passages, water, water courses and all manner of ancient and other lights rights liberties easements privileges emoluments advantages appendages and appurtenances whatsoever standing and being into or upon or belonging thereto or any part thereof with which the same now are or is or at any time or times heretofore were or was usually held used occupied enjoyed accepted reputed deemed taken or known as part parcel or member thereof or appurtenant thereto **AND** the reversion or reversions remainder or remainders and Together with the rights to receive realise and collect the rent, issues and profits arising there from **AND** all and every manner or other right, lights ,liberties, easements or quasi easements privileges and profits appendages and appurtenances whatsoever standing and being into and upon or belonging or in anywise appertaining to the said premises hereby conveyed in connection with the beneficial use and enjoyment of the said flat and car parking space and the properties appurtenant thereto **AND** all deeds pattahs muniments writings and other evidences of the title whatsoever exclusively relating to the said Flat, car parking space and the rights & properties appurtenant thereto which now are or is or at any time or times hereafter shall or may be in the custody power or possession of the OWNERS/VENDORS or the Developer or any person or persons from whom they can or may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the said Flat and car parking space and the properties appurtenant thereto hereby sold, granted ,conveyed, transferred, assigned and assured unto and to the use of the Purchaser/s absolutely and forever free from all mortgages, charges, liens, lispensens, trust, attachments,acquisitions, requisitions and encumbrances whatsoever.

THE OWNERS/VENDORS DO AND EACH OF THEM DOTH AND THE DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASER/S as follows :-

- a) That notwithstanding any act, deed, matter or thing whatsoever hereto-before done committed or knowingly suffered by the Owners / Vendors to the contrary, the Owner/Vendors are lawfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said flat and car parking space, and the properties appurtenants thereto hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.
- b) That the Owners/Vendors have rightful power and absolute and indefeasible authority to sell, grant, transfer and convey the said flat and car parking space and the properties appurtenants thereto unto and in favour of the Purchaser in the manner aforesaid and according to the true intent and meaning of these present.
- c) That it shall be lawful for the Purchaser/s at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said flat and car parking space and the properties appurtenants thereto and receive the rents issues and profits thereof without any lawful eviction interruption hindrance disturbance claim or demand whatsoever from or by the Owners/Vendors or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said flat and car parking space and the properties

appurtenants thereto through or under or in trust for the Owners/Vendors and free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Owners/Vendors well and sufficiently saved defended kept harmless and indemnified or from and against all charges lispens and encumbrances whatsoever made done executed or knowingly suffered by the Owners/Vendors.

- d) That the Owners/Vendors and all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said flat and car parking space and the properties appurtenants thereto from through or under or in trust for the Owners/Vendors 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 acknowledge and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said flat and car parking space and the properties appurtenants thereto hereby sold granted transferred conveyed assigned and assured and every part thereof unto and to the use of the Purchaser/s as shall or may be reasonably required.
- e) That the Owners/Vendors and the Developer shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonably request and at the cost of the Purchaser produce or cause to be produced before the Purchaser or 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 so long as the same shall remain with the Owner/Vendor and shall also at the like request and costs deliver to the Purchaser such attested or other copies of or extracts there from as the Purchaser may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe whole unobliterated and uncanceled.
- f) That the Owners/Vendors hereby further declare that they have no right, title and interest whatsoever in the said flat and car parking space and the properties appurtenants thereto.
- g) That the Owners/Vendors have not done and/or shall not do anything or make any grant or term whereby the right of the Purchaser /s here under granted may be prejudicially affected and shall make do all such acts, deeds and things as may be necessary to assure the rights available to the Purchaser/s.
- h) That the Purchaser/s shall have exclusive and free right to sell, lease, gift, mortgage, transfer and/or assigns the said flat and car parking space and the properties appurtenants thereto in any manner whatsoever.
- i) That the Owners/Vendors and the Developer shall help and assist the Purchaser/s in mutating his/her /their name/s in the assessment records of the Kolkata Municipal Corporation and other authorities in respect of the said flat and car parking space .
- j) That the Developer has paid the outstanding taxes and maintenance charges in respect of the flat and car parking space till execution and registration of the Deed of Conveyance.
- k) That the Owner/Vendor and the Developer shall duly fulfil and perform all its obligations and covenants elsewhere and herein expressly contained.
- l) The Developer has agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the

Developer relating to such development in the said Flat is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser(s) from the date of completion certificate or handing over possession whichever is earlier, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. **PROVIDED THAT** the obligation or liability of the Developer shall not arise if the defect has arisen owing to act or omission of the Purchaser(s) or Association of Purchaser and/or any other persons **OR** in case the Purchaser, without first notifying the Developer and without giving to the Developer the opportunity to inspect assess and determining the nature of such defect, alter the state and condition of such defect or if the related annual maintenance contracts and other licenses are not validly maintained, then the Developer shall be relieved of its obligations contained herein and the Purchaser(s) shall not be entitled to any cost or compensation in respect thereof.

II. THE PURCHASER /S DO HEREBY COVENANT WITH THE OWNERS/VENDORS AND THE DEVELOPER as follows:-

- The Developer shall be responsible to provide and maintain the essential services in the Project, till the taking over of the maintenance of the Project by the Association of Purchasers upon the issuance of the completion certificate of the Project. The cost of such maintenance will be borne by the Purchaser(s) from the date of taking the possession of the said Flat, car parking space and the properties appurtenant thereto or from the date of obtaining completion certificate whichever is earlier.
- The terms conditions covenants restrictions etc, pertaining the use and enjoyment of the common area and common expenses of the project are contained in House Rules (more-fully described in **SCHEDULE-F**) hereinafter mentioned and all the Purchasers of the flats/units / commercial spaces shall be bound and obliged to comply with the same.
- The Developer /maintenance agency/association of Purchaser(s) shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Purchaser/s agrees to permit the association of Purchaser(s) and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- The Purchaser/s shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said flat and keep the said flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper

condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- The Purchaser/s further undertakes, assures and guarantees that he/she/they would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the said Flat or place any heavy material in the common passages or staircase of the Building. The Purchaser/s shall also not remove any wall including the outer and load bearing wall of the said Flat.
- The Developer may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area and the Purchaser/s shall not have any objection to it.
- The right of the Purchaser/s shall remain restricted to his/her/their respective Flat, car parking space and the properties appurtenant thereto and the Purchaser/s shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other flats /units or space and/or any other portions of the Project.
- After taking possession of the said Flat the Purchaser/s shall pay followings:-
 - Establishment and all other capital and operational expenses of the Association.
 - All charges and deposits for supplies of common utilities.
 - All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
 - Cost of operating the fire fighting equipments and personnel, if any.
 - All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.
 - All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not in side any Flat) walls of the New Building/s.

- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant if any, Firefighting equipment, CCTV, EPABX etc. and other common installations including their AMC, license fees, taxes and other levies (if any) and all the lights of the common area.
- Municipal tax, multi-storeyed building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said flat/unit of Purchaser.
- Creation of sinking funds for replacement, renovation and other periodic expenses of equipments.
- The salaries of and all other expenses of the staffs to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Housekeeping Staff, Plumbers, electricians, Gardener etc. including perquisites, Bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.
- Co-operate in the management and maintenance of the said project :-**“THE SKYLAKE”**.
- Observe, comply and abide by the rules framed from time to time by the Developer and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
- Pay and bear the proportionate share of the expenses to be incurred in common to the Developer, until formation of the Association including the GST.
- The Purchaser/s shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Purchaser/s shall be liable to pay interest @ 2% per month on the due amounts and if such default shall continue for a period of three months then and in that event the Purchaser/s shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said project and the Developer /Association as the case may be, shall be entitled to take the following measures and the Purchaser/s hereby consents to the same:
 - i) To discontinue the supply of electricity to the “Said Flat” .
 - ii) To disconnect the water supply.

- iii) Not to allow the usage of lifts, either by Purchaser/s, his/her/their family members, domestic help and visitors.
 - iv) To discontinue the facility of DG Power back-up
 - v) To discontinue the usage of all amenities and facilities provided in the said project **“THE SKYLAKE”** to the Purchaser/s and his/her/their family members/guests.
- The discontinuation of aforesaid services and facilities shall not be restored until such time the Purchaser/s have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Developer/Association to realize the due amount from the Purchaser/s.
 - Use the said flat/unit for residential purpose only.
 - Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Developer or the Association, upon formation, in writing.
 - Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area, save at the provisions made thereof.
 - Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other flats/units in the New Building and/or the adjoining building/s.
 - Not to place or cause to be placed any article or object in the common area.
 - Not to injure, harm or damage the Common Area or any other flats/units in the New Building by making any alterations or withdrawing any support or otherwise.
 - Not to park any vehicle 2/4-wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Purchaser/s.
 - Not to make any addition, alteration in the structure of the building, internally within the flat or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Developer) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building/elevation, duly approved and finalized by the architect of the project.
 - Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Owners/Vendors and/or occupiers of the said Project.

- Not to keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said project.
- Not to close or permit the closing of verandas 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 Verandas, lounges or any external walls or the fences of external doors and windows including grills of the said Flat which in the opinion of the developer / Society / Association differs from the colour scheme of the building or deviation or which in the opinion of the Developer/ Society / Association may affect the elevation in respect of the exterior walls of the said building.
- 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/Vendors and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, 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 parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha 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.
- Not to use the car parking space, if allotted or permit the same to be used for any other purpose whatsoever other than parking of his/her /their own car/cars.
- Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else or excepting to a person who owns a Flat in the building and the Purchaser/s will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- Use the Community Hall for small functions of their families or for the meeting of all the flat owners of the project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the

Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said project **“THE SKYLAKE”** for sprinkling or spraying of colour and paints/lighting up of fire/sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other owners /occupants of the Project..

- To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Developer and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Developer/ Association from time to time.
- To bear and pay the charges and membership fees of the club, Swimming Pool and Gymnasium as ill be fixed by the Developer or Association of the Project
- To ensure that all interior work of furniture, fixtures and furbishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Purchaser(s).
- The Purchaser/s hereby undertakes that if he/she/they transfers the said Flat, car parking space and the properties appurtenant thereto to any other person, firm and company, such transferee shall observe and follow all the terms and conditions and Rules and Regulations made by the Developer/ Association of the Project and observed and performed by the Purchaser in respect of the said Flat, car parking space and the properties appurtenant thereto.

THE SCHEDULE "A" ABOVE REFERRED TO
(Said Premises)

ALL THAT piece and parcel of land measuring 4 (four) Bigha 7 (Seven) Cottahs 3 (Three) Chittacks 13 (Thirteen) Square Feet, be the same or a little more or less, whereupon multistoried building consisting of (B+G+22 storied) named as (**“THE SKYLAKE”**) is under construction, lying and situated at and being Municipal Premises No. 11, Deshpran Sashmal Road, Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89, District and Additional District Sub Registration office at Alipore, District: South 24 Parganas, together with all right of easements, common facilities and amenities annexed thereto, which is butted and bounded:-

ON THE NORTH BY :- Charu Chandra Place (East);

ON THE SOUTH BY :- Sultan Alam Road;

ON THE EAST BY :- Charu Chandra Place (East);
ON THE WEST BY :- Deshpran Sashmal Road;

SCHEDULE 'B'
(Said Flat)

ALL THAT the Flat No. ____, containing a carpet area of ____ Sq. Ft., type **BHK**, with Exclusive balcony area of ____ Sq. Ft., built up area ofsq. ft. Chargeable/Super Built-up area being ____ Sq. Ft. be the same a little more or less on the ____ Floor of the Project to be known as "**THE SKYLAKE**" together with right to park **One** car at the **open/covered/ mercantile** parking space measuringsq. ft. in the ground floor level/basement situated on the said Land within the said Project, together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in **Schedule-D**, of the said project "**THE SKYLAKE**" which is under construction at and being Municipal Premises No. 11, Deshpran Sashmal Road, Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89 more particularly described in the **Schedule -A** mentioned above.

SCHEDULE 'C'

(Specifications, Amenities, Facilities)

FOUNDATION AND STRUCTURE

RCC frames structure with pile foundation.

WALL FINISH

Gypsum plaster for extra finish.

FLOORING

Vitrified tiles in bedrooms, living & dining room.

Skirting of same as floor.

DOOR AND WINDOWS

Door frame : made of wood
 Main door : polished /painted solid core flush doors
 Main door fittings : Reputed make with latch & eyepiece
 Internal Door : Painted flush doors with hardware fittings
 Windows : Fully glazed anodized/power coated aluminium/UPVC with glass panes.

KITCHEN

Granite Counter top.

Dado of ceramic tiles up to 2 feet above kitchen counter.

Stainless Steel Sink.

Exhaust fan Point.
 Flooring: Anti-Skid ceramic tiles.
 Electrical point for Chimney.

TOILET

Flooring: Anti-Skid ceramic tiles.
 Toilet walls: Ceramic tiles on the walls.
 Sanitary ware of reputed make.
 CP fittings of reputed make.
 Electrical point for geyser & exhaust fan.
 Provision for hot/cold water line.

ELECTRICALS

Concealed copper wiring of reputed brands.
 Telephone and/or Internet wiring in living or dining area.
 Electrical points in all bedrooms, living, dining, kitchen & toilets.
 Modular switches and MCB of reputed brands.
 DTH/Cable TV cabling in all bedrooms and living room.

ELEVATORS

Modern automatic lifts of reputed brand with well decorated lift cage.

COMMON LIGHTING

Overhead illumination for compound and street lighting.
 Necessary illumination in all lobbies, Staircases and common areas.

COMMON AREAS

Well-designed common lobbies.
 Sufficient power back up facilities.
 Designer lobby with premium tiles/marble finish flooring.

STAIRCASE

Flooring Marble/Kota stones.

SECURITY & FIRE PREVENTION

Video door phone and intercom facility in each unit.
 CCTV surveillance in the complex.
 Fire fighting systems as per recommendation of The Fire & Emergency. Services,
 Govt. of West Bengal (As per Provisional NOC).

EMERGENCY EVACUATION SERVICES:

Fire refuge area will be made in the building and premise as per Fire Plan and Fire
 NOC .

WATER SUPPLY

24 hours water supply. KMC Drinking water connection will be in Kitchen.

GENERATOR

Provision for standby supply in every unit.

SCHEDULE 'D'
(Common Areas, Amenities & Facilities)

A: Areas: (a) Open and/or covered paths and passages (and not any other vacant land), (b) Lift & Stair Lobbies and Staircases, (c) The Open Roof and/or Terrace on the Top floor of the New Building/s, (d) Stair Head Room, (e) Lift Machine Room and Lift Well, (f) Boundary walls and main gates of the Project (g) Common Toilet on the ground floor, (h) Durwan /Guard/Caretaker's Room, (i) Electrical Meter Room (j) Community Hall, (k) Children play ground (l) Residents' Club, if any (to be allowed to use to the Purchasers who shall become the members of the Club) and other areas provided for common use of all the residents of the project.

Water, Drainage and Plumbing: (a) UGR/OHT (b) All pipes and fittings for water supply (save those inside any Flat,) (d) Deep Tube Well, (e) Water Treatment Plant (f) all the pipes and fittings provided for sewage and drainage line including connection to the KMC main drain.

Fire Fighting System: All the pipes, valves and fittings, pumps and other equipment provided for fire fighting.

Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Electrical installations relating to meter for receiving electricity from CESC Ltd., (c) Pump and Motor, (d) Lift with all its installations, (e) Diesel Generator Set with its installations, backup power to each unit (s) Intercom /CCTV.

(a) Drains, Sewers and pipes, (b) Drainage connection with KMC.

Others: Other common area and installations and/or equipment as may be provided in the project, which are not included in the above said schedule for common use and enjoyment.

B: Amenities & Features

- Children's Play Area
- Double Height Community Hall with open terrace.
- Indoor Games Room
- Gymnasium
- Swimming Pool
- Changing Room for swimming pool.
- Home Theatre
- Indoor Games
- Yoga & Meditation Zone
- Star Gazing
- RWH

- STP
- Elevators – 10 (Passenger lifts-7 and Service lifts -3)
- Rain Water Harvesting
- Exclusive waiting Lounge
- Solar light for common spaces.

SCHEDULE 'E'

(Disclosures & Acknowledgments)

1 All payments shall be made by the Purchaser(s) against proper receipts by the Developer and the Purchaser(s) shall not be entitled to claim nor to set up any other evidence regarding the payment.

2 The Promoter duly explain and Purchaser(s) understand and agrees that as per law the extra F.A.R. is permissible apart from areas mentioned in sanction plan and the Purchaser(s) hereby grant consent and appoint the Developer as his/her/its authorized attorney to grant and sign all the paper and documents which may be necessary to obtain, modified or renewed Building Sanction Plan with extra available F.A.R. or comply with Green Building or other norms and authorized the Promoter to make additional floors/addition or alteration in the Project with change in location of size and place of the Clubs, Lawn, Car Parking Space and amenities provided however, the carpet area of that Said Unit allotted to the Purchaser(s) will remain unchanged.

3 The Purchaser(s) acknowledges and confirms that the Developer shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Developer shall make any such additional construction upon obtaining approval of plans by Kolkata Municipal Corporation and upon complying with the applicable provisions of the Act and/or Rules.

4 Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas.

5 The payment of all Other Charges and Deposits shall be made by the Purchaser(s) to the Promoter before taking possession of the Said Unit and within 30 days of receiving Intimation for possession from the Promoter.

6 Fittings & Fixtures: Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the Said Unit including the interior decoration shall be done and completed by the Purchaser(s) at its own costs and expenses. In doing and carrying out the said fit out works, the Purchaser(s) shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or

annoyance to the other Co-OWNERS/VENDORS. The Purchaser(s) shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit out works. The Purchaser(s) hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Said Unit.

7 The Purchaser(s) shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the said Building or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Said Unit and/or the Common Areas).

8 The Purchaser(s) admits and acknowledge that the Purchaser(s) has been duly made aware of the fact that the Community hall on thefloor level, which forms part of the common areas and installations, cannot under any circumstances be let out or provided or permitted to be used in any manner whatsoever by the Purchaser/s or the Maintenance company or the Maintenance In-Charge to persons who are not the residents of the said premises and the same is and shall be for the use and enjoyment of the Purchaser(s) / residents of the building on subject to the rules regulations and by-laws governing the same from time to time.

9 The Purchaser(s) shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Flat in the records of concerned authorities.

10 In case of any amount (including maintenance charges) being due and payable by the Purchaser(s) to the Developer and/or the Maintenance In-Charge, the Purchaser(s) shall not be entitled to let out, transfer or part with possession of the said Flat till the time the same are fully paid and No Dues Certificate is obtained from the Developer and/or the Maintenance In-Charge, as applicable.

11 The Developer shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings at the said Premises and also the covered spaces in the Buildings (including car parking spaces but not the one expressly provided for to the Purchaser(s) under these presents) in such manner as the Developer shall in its absolute discretion think fit and proper.

12 The Owners/Vendors/ Developer would convey proportionate undivided indivisible share in the Common Areas in favour of the Purchaser(s) and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Purchaser(s) hereby agrees.

13 Save the said flat the Purchaser(s) shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other flats/ units and spaces or constructed areas or car parking spaces at the said Premises and the Developer shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Developer in its absolute discretion shall think fit and proper and the Purchaser(s) hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Developer and/or the Owners/Vendors exclusively.

14. The Developer may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the Owners/Vendors/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such Owners/Vendors/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the flats/ units –owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.

15 The ownership and enjoyment of the Said flat /unit by the Purchaser(s) shall be Subject to the observance, fulfillment and performance of the terms and conditions of the said Agreement for Sale as also the House Rules as stipulated in Schedule “F” hereto.

16 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations are required and to be transferred to the Association etc., then the Developer and/or the Owners /Vendors, as per their respective entitlements, shall be entitled to do so and the Purchaser(s) shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefore and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefore, then the same shall be borne paid and discharged by the all Purchasers (including the Purchaser/s herein) proportionately and the Developer and/or the Owner shall not be liable therefore in any manner and the Purchaser(s) and the other Purchasers shall keep the Developer and the Owners /Vendors fully indemnified with regard thereto.

17 The Purchaser(s) shall be remain responsible for and indemnify the Owners/Vendors and the Developer and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the New Building/s or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser(s) or the servants agents licensees or invitees of the Purchaser(s) of any breach or non-observance non-

fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser(s).

18 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and up kept by and at the costs and expenses of the Purchaser(s) thereof.

SCHEDULE 'F'
(House rules)

The Purchaser(s) binds himself /herself and covenants to abide by the following rules, regulations and restrictions:

1. To use the Said flat only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Developer first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Said flat or any activity which may cause nuisance or annoyance to the Co-owners .

2. That unless the right of parking is expressly granted, the Purchaser(s) shall not park any motor car, tow wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever.

3. In case the Purchaser(s) has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-

i) The Purchaser(s) shall pay the Parking Facility Maintenance Charges punctually and without any delay default.

ii) The Purchaser(s) shall not park any motor car, two-wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;

iii) The Purchaser(s) shall use the Parking Facility, only for the purposes of parking of his/her medium sized motor car that could comfortably fit in the allotted parking spaces and/or two-wheeler as the case may be.

iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep or servants, drivers or any person whosoever.

v) The Purchaser(s) shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him/her.

vi) The Purchaser(s) shall not grant transfer let out or part with the Parking Facility independent of the Said flat nor vice versa, with the only exception being that the Purchaser(s) may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.

vii) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.

viii) Any use of the Mechanical Parking System by the Purchaser(s) Co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the developer and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

4. In case the facilities pertaining to Play Area, gym and Plunge pool as if available and provided the Purchaser(s) binds himself and agrees as follows: -

i) The said facilities may be used by the Purchaser(s) and its family members residing at the Said flat in common with other persons who may be permitted by the Maintenance-in-Charge. In case any visitor or guest of the Purchaser(s) desires to avail such facilities, the Purchaser(s) shall obtain a written consent from the Maintenance In-Charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

ii) The Purchaser(s) shall comply with all rules and regulations as framed by the Maintenance In-Charge for proper management and use thereof. It is expressly agreed and clarified that the use of the said facilities shall be done by the Purchaser(s) using due care and caution and the role of the Developer shall be only to provide the initial infrastructure and appoint agencies specializing in the relevant tasks. The Purchaser(s) shall not hold the Developer liable in any manner for any accident or damage while enjoying any such facilities by the Purchaser(s) or his/her family members or any other person. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser(s) shall also be liable to pay the separate additional charges as prescribed by the Developer or the Maintenance In-Charge from time to time for use of the Community Hall for hosting his/her private functions or ceremonies, if permitted by the Developer or the Maintenance In-Charge in writing and the Developer or the Maintenance In-Charge shall be at liberty to refuse the same without assigning any reason thereof.

5. The use of the Common Areas including but not limited to the recreation Facility shall be done by the Purchaser(s) using due care and caution and the role of the Developer shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of

the same. The Purchaser(s) shall not hold the Owners/Vendors or the Developer liable in any manner for any accident or damage while enjoying the Common Areas including any recreation, other Facilities by the Purchaser(s) or his/her family members or any other persons. In doing and carrying out the said fit out works, the Purchaser(s) shall be obliged to adhere to the following:

6. Not to make any construction or addition or alteration or close any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.

8. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Said Unit PROVIDED HOWEVER THAT nothing contained herein shall prevent the Purchaser(s) to put a decent nameplate outside the main gate of his her flat. It is hereby expressly made clear that in no event the Purchaser(s) shall open out any additional window or any other apparatus protruding outside the exterior of the Said flat save that the Purchaser(s) shall have the right install window/split air-conditioners at the place/s provided therefore in the said flat.

9. Not to partition or sub-divide the Said flat nor to commit or permit to be committed any form of alteration or changes in the Said flat or in the beams, columns, pillars of the Said Buildings passing through the Said flat or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other flats units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.

10. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Developer or the Association/Maintenance company differs from the colour scheme of the buildings or deviation of which in the opinion of the Developer or the Association may affect the elevation in respect of the exterior walls of the building.

11. In case any Open Terrace be attached to any Said flat /unit, then the same shall be a right appurtenant to such Said flat/unit and the right of use and

enjoyment thereof shall always travel with such Said flat/unit and the following rules terms conditions and covenants shall be applicable on the Purchaser(s) thereof in relation thereto.

i) The Purchaser(s) thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Said flat owned by such Purchaser(s)in the said building.

ii) The Purchaser(s) thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including Shamianas, etc.

iii) The Purchaser(s) thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.

iv) Not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.

12. Not to use the ultimate roof of the Buildings or the Common Areas for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.

13. Not to install or keep or operate any generator in the Said flat or in the balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Said flat is situated or in any other common areas of the Said Building or the said Land save the battery operated inverter inside the said flat..

14. Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.

15. To keep his /her /their respective flat and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other flats in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particulars and without prejudice to the generality to the foregoing, the Co-owners shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

16. Not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser(s) or his Agents to sleep or squat in the common

passage/lobby/terrace/ corridors/loft room/children play ground etc.

17. No bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.

18. To allow the Association of the building and its authorized representatives with or without workmen to enter into and upon the said flat at all reasonable times for construction and completion of the Said Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the said flat within seven days of giving of a notice in writing by the Association to the Purchaser(s) there about.

19. To use the Common Areas only to the extent required for ingress to and egress from the said flat of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the OWNERS/VENDORS and the Developer and all other persons entitled thereto.

20. To install fire fighting and sensing system gadgets and equipments as required under law and shall keep the said flat free from all hazards relating to fire.

21. To keep the said flat and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other flats/units in the Project in good and substantial repair and conditions so as to support shelter and protect the other units/parts of the Said Buildings and not to do or cause to be done anything in or around the said flat which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the said flat.

22. 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/unit or any part of the Said Building or may cause any increase in the premium payable in respect thereof.

23. Not to commit or permit to be committed any alteration or changes in, or draw from outside the Said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Said flat and any other flats/units in or portion of the Project.

24. To co-operate with the Maintenance In-Charge in the management maintenance control and administration of the Project and the said Land and other Common Purposes.

25. Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish

or refuse or waster therein or in the Common Areas and the said Land.

26. To maintain at his/her/their own costs, the Said flat and the Balcony, in the same good condition state and order in which it be delivered to him /her/them and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC Limited, Fire Service Authorities, Pollution Control Authority and/or any statutory authority and/or local body with regard to the user and maintenance of the said flat as well as the user operation and maintenance of lifts, generators tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

27. Not to alter the outer elevation or façade or color scheme of the Said Building (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Developer as aforesaid nor decorate nor affix any neon-sign, sign board or other things on the exterior of the Said Building otherwise than in the manner agreed by the Association of the building in writing or in which it was previously decorated.

28. Not to install grills the design of which have not been suggested or approved by the Developer or the Architects. It may be installed by Developer at the cost of the Purchaser(s).

29. Not to slaughter or kill any animal in any area (including common areas/parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.

30. Not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony/terraces etc., nor cover the same in any manner, including Shamianas, etc.

31. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna, on any space not demarcated by the Developer .

32. Not to use the said flat or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.

33. To allow and permit the Developer the following rights and authorities: -

i) The Developer shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Developer in their sole discretion, may think fit

and proper) with the OWNERS/VENDORS, suppliers and providers of facilities including but not limited to setting upon telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services there from by the OWNERS/VENDORS/ suppliers/service provider) against applicable charges and terms and conditions there for. The Developer shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring, charges etc., is receivable from any such OWNERS/VENDORS/ suppliers/providers then any surplus arising upon excluding all costs, charges, and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

34. The Purchaser(s) binds himself /herself and covenants to bear and pay and discharge the following expenses and outgoings: -

i) Property tax and/or Municipal rates and taxes and water tax, (if any), assessed on or in respect of the said flat, car parking space and properties appurtenant thereto directly to the Kolkata Municipal Corporation and any other appropriate authority Provided That so long as the said flat is not assessed separately for the purpose of such rates and taxes, the Purchaser(s) shall pay to the Association of the building the proportionate share of all such rates and taxes assessed on the said premises.

ii) All other taxes land revenues, impositions, levies, cess and outgoings, betterment fees development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the said flat car parking space and properties appurtenant thereto or the Building or the said Land and whether demanded from or payable by the Purchaser(s) or the Association of the building and the same shall be paid by the Purchaser(s) wholly in case the same relates to the said flat and proportionately in case the same relates to the Building or the said Land or any part thereof.

iii) Electricity charges for electricity consumed in or relating to the said flat car parking space and properties appurtenant thereto (including any applicable minimum charges and proportionate share of transmission loss) and until a separate electric meters are obtained by the Co-owners for their respective flats/units, the Developer/ Association of the building shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Co-owners shall pay electricity charges to the Association of the building based on the reading shown in the sub-meter provided for their respective flats/units at the rate at which the Association of the building shall be liable to pay the same to the concerned service provider.

iv) Charges for water, and other utilities consumed by the Purchaser(s) and/or attributable or relatable to the said flat against demands made by the concerned authorities and/or the Association of the building and in using enjoying and/or availing any other utility or facility, if exclusively in or for the said flat, wholly and if in common with the other Co-owners, proportionately to the Association of the building or the appropriate authorities as the case may be.

v) Proportionate share of all Common Expenses to the Association of the building from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser(s) shall pay to the Association of the building, recurring monthly maintenance charges calculated @ Rs..../- (Rupees.....) only per Square foot per month of the Maintenance Chargeable Area of the said flat and balcony/verandah/ open terrace. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Association of the building at its sole and absolute discretion after taking into consideration the common services provided.

vi) Proportionate share of the operation, fuel and maintenance cost of the generator, charges for enjoying and/or availing power equivalent to Rs. .../- (.....) watt per Square Feet of built-up area of the respective units from the common Generator installed/to be installed and the same shall be payable to the Association of the building or at such rate as may prescribed from time to time (which is intended to take into account both fixed and variable costs, including diesel, consumables, and other stores, AMC's etc.); And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Co-owners, proportionately to the Association of the building or to the appropriate authorities as the case may be.

vii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser(s) in payment of all or any of the aforesaid rates taxes impositions and/or outgoings shall be paid by the Purchaser(s) proportionately or wholly as the case may be.

viii) All payments to be made by the Purchaser(s) shall, in case the same be monthly payments, be made to the Association of the building within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Association of the building leaving its bill for the same at the above address of the Purchaser(s) or in the letter box earmarked for the said flat. Provided That any amount payable by the Purchaser(s) directly to any authority shall always be paid by the Purchaser(s) within the stipulated due date in respect thereof and the Purchaser(s) shall bear and pay the same accordingly and without any delay, demur or default.

ix) The liability of the Purchaser(s) to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Purchaser(s) to take possession by the Developer or from the date of

possession whichever is earlier.

- x) In the event of the Purchaser(s) failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser(s) under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser(s) hereunder, the Purchaser(s) shall be liable to pay to the Association of the building, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-Charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser(s) and his/her employees customers agents tenants or licensees and/or provided in the said flat.
- xi) The Purchaser(s) shall be and remain responsible for and to indemnify the OWNERS/VENDORS, the Developer and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser(s) and shall also indemnify the OWNERS/VENDORS and the Developer against all actions claims proceedings costs expenses and demands made against or suffered by the OWNERS/VENDORS and/or the Developer as a result of any act omission or negligence of the Purchaser(s) or the servants agents licensees or invitees of the Purchaser(s) and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser(s).
- xii) The Purchaser shall bear and pay the proportionate cost of amount to be spent by the Association of the building towards the major repair, replacement, reinstatement etc., of the Common Areas and Installations and the Purchaser(s) shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Association of the building from time to time. Furthermore, such payment shall be made by the Purchaser(s) irrespective of whether or not the Purchaser(s) uses or is entitled to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for nonpayment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser(s).

IN WITNESS WHEREOF the **PARTIES** hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of witnesses on this the day first above written.

SIGNED SEALED & DELIVERED by the

PARTIES at Kolkata in the Presence of :-

WITNESSES:

(1) Signature:

Name:

Address:

Signature of the **OWNERS**

(2) Signature:

Name:

Address:

Signature of the **DEVELOPER**

Signature of the **PURCHASER(S)**

MEMO OF CONSIDERATION

Received from the _____ within named Purchaser the sum of Rs. _____) only as part consideration for the said Apartment.

<u>Sl. No.</u>	<u>Bank Name</u>	<u>Cheque No.</u>	<u>Date</u>	<u>Amount</u>
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WITNESS

1.

SIGNATURE OF THE DEVELOPER

2.