

being the Authorised Signatory of SUN RAY DEVCON PRIVATE LIMITED, duly appointed by virtue of a registered Development Power of Attorney dated 7th February, 2018 registered in the Office of the District Sub-Registrar – II at Alipore, South 24 Parganas and registered in Book No.I, Volume No....., Pages to, Being No.01567 for the year 2018.

AND

....., son of,
having PAN :, by creed :, Indian by
National, by occupation :, residing at
....., Post Office :, Police Station :
....., Kolkata : 7000....., District : 24 Parganas (South),
hereinafter called and referred to as “the PURCHASER” (which
term or expression shall unless excluded by or repugnant to the
subject or context or subject be deemed to mean and include his
heirs, executors, administrators, legal representatives and assigns)
of the SECOND PART.

AND

SUN RAY DEVCON PRIVATE LIMITED, having PAN : AAPCS0973G,
having its registered Office at 21/4, Aswini Dutta Road, 2nd Floor,
Post Office : Sarat Bose Road, Police Station : Lake P.S., Kolkata :

700029, being represented by its Authorised Signatory MR. JAY S. KAMDAR, having PAN : AKWPK2270L, son of Late Sharad H. Kamdar, by creed : Hindu, Indian by National, by occupation : Business, residing at 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053 and duly authorised under the Board Resolution of the Company dated 31st January, 2018, hereinafter called and referred to as "the DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office and assigns) of the THIRD PART.

WHEREAS by purchase by way of a registered Deed of Sale dated 15th September, 1959, one Kailash Chandra Batra, since deceased, son of Late Ramdev Batra and Smt. Sushila Batra, since deceased, wife of Kailash Chandra Batra were the joint Owners of ALL THAT piece and parcel of Niskar Brahmottar Rayoti Sthitiban bastu land measuring 19 (Nineteen) Cottahs 12 (Twelve) Chittacks 10 (Ten) Square Feet more or less, situate and lying at Mouza : Purba Barisha, Pargana : Khaspur, J.L. No.23, R.S. No.43, under Khatian Nos.219, appertaining to Dag No.129, Touzi Nos.1-6, 8-10 & 12-16, being the then known and numbered as Holding No.61 formerly 60 prior thereto 55/1, under Police Station : previously Behala at present Haridevpur, within the limits of the then South Suburban Municipality now the Kolkata Municipal Corporation,

Ward No.123, Borough No.XVI, District : 24 Parganas (South). The aforesaid Deed was duly registered on 15th September, 1959 in the Office of the District Sub-Registrar at Alipore Sadar and recorded in Book No.1, Volume No.151, Pages 27 to 33, Being No.8231 for the year 1959.

AND WHEREAS after the aforesaid purchase and while absolutely seized and possessed the aforesaid property as joint Owners thereof, the said Kailash Chandra Batra died intestate on 10th November, 1981 leaving behind him surviving his wife Sushila Batra, two sons viz. Sri Sunil Batra, Sri Anil Batra and two daughters viz. Smt. Shanta Kesh, Smt. Nita Batra as his only legal heirs and successors, who jointly inherited the aforesaid property as per Hindu Succession Act, 1956.

AND WHEREAS thereafter the aforesaid persons duly mutated their names with the Office of the Kolkata Municipal Corporation in respect of their aforesaid property and after such mutation the aforesaid property known and numbered as Municipal Premises No.99, Santosh Roy Road (mailing address 61, Santosh Roy Road), Police Station : Haridevpur, Kolkata : 700008, under Ward No.123, being Assessee No.41-123-19-0096-6, Borough No.XVI, morefully described in the FIRST SCHEDULE hereunder written and

hereinafter collectively called and referred to as "the SAID PREMISES/PROPERTY" and paying taxes thereto.

AND WHEREAS while absolutely seized and possessed the said property as joint Owners thereof, the said Sushila Batra died intestate on 18th November, 2012 leaving behind her aforesaid two sons viz. Sri Anil Batra and Sunil Batra and two daughters viz. Smt. Shanta Kesh and Smt. Nita Batra as her only legal heirs and successors, who jointly inherited the undivided share of the said property left by their mother as per Hindu Succession Act, 1956.

AND WHEREAS subsequently thereafter the said Anil Batra also died intestate on 6th October, 2013 leaving behind him surviving his wife Smt. Bela Batra and two sons viz. Sri Chirag Batra and Sri Deep Batra, as his only legal heirs and successors, who jointly inherited the aforesaid property as per Hindu Succession Act, 1956.

AND WHEREAS during the life time of said Sushila Batra along with the Owner Nos.1 to 3 herein have filed a suit for partition against the predecessor-in-interest of the Owner Nos.4, 4(a) & 4(b) bearing Title Suit No.258 of 1999. During pendency of the said suit several Deed of Gifts were executed by and between the Plaintiffs of the aforesaid suit.

AND WHEREAS while seized and possessed the said property as joint Owners thereof, the Party hereto of the One Part amongst themselves filed a suit for partition and preliminary Decree on 23rd November, 2017 of the said suit yet to be passed by the Learned Court declaring 3/4th share of Sri Sunil Batra, Smt. Shanta Kesh and Smt. Nita Batra jointly and remaining 1/4th share of Smt. Bela Batra, Sri Chirag Batra and Sri Deep Batra, which the Parties herein have jointly accepted.

AND WHEREAS at this juncture, the aforesaid Owners being the Vendors herein have decided to raise a multistoried Building over their said property for their better use and enjoyment.

AND WHEREAS by the Development Agreement dated 5th February, 2018, which was duly registered in the Office of the District Sub-Registrar – II at Allpore, South 24 Parganas and registered in Book No.I, Volume No.1602-2018, Pages from 50830 to 50895, Being No.160201465 for the year 2018, the Vendors herein appointed the Developer herein for the development of the said premises by way of construction of the new Buildings and agreed to sell to Unit Owners procured by the Developer herein, the undivided impartible proportionate share in the premises appurtenant to certain Units TOGETHER WITH the benefit of the Plans relating to such Units and the proportionate benefit of the

Plans relating to the common portions, all of which are collectively called "the DEVELOPER'S ALLOCATION", in consideration of the Developer herein constructing, completing, finishing and handing over to the Vendors herein, certain specific Units in the new Building, which TOGETHER WITH the proportionate share in the land contained in the premises and the common portions are collectively called "the AREA OF OWNERS' ALLOCATION".

AND WHEREAS by the Development Power of Attorney dated 7th February, 2018, which was duly registered in the Office of the District Sub-Registrar - II at Alipore, South 24 Parganas and registered in Book No.I, Volume No....., Pages to, Being No.01567 for the year 2018, the Vendors herein appointed SRI JAY S. KAMDAR being the Authorised Signatory of "SUN RAY DEVCON PRIVATE LIMITED" as their constituted Attorney and empowered him to do all acts, Deeds and things regarding development of the said property by way of constructing Building and for doing all allied jobs as stated in the said Development Power of Attorney.

AND WHEREAS the Developer herein at its own cost and expenses mutated the name of the Owner No.1 herein viz. SUNIL BATRA with the Office of the B.L. & L.R.O. in respect of the aforesaid property and accordingly the said Authority issued one Mutation Certificate vide Reference : M/CND-3440/18/ 3097/TMB/2018 dated 22nd

May, 2018 in the name of said SUNIL BATRA and finally published the same.

AND WHEREAS the Developer herein at its own cost and expenses mutated the name of the Owner No.2 herein viz. SMT. SHANTA KESH with the Office of the B.L. & L.R.O. in respect of the aforesaid property and accordingly the said Authority issued one Mutation Certificate vide Reference : M/CND-3441/18/ 3098/TMB/2018 dated 22nd May, 2018 in the name of said SMT. SHANTA KESH and finally published the same.

AND WHEREAS the Developer herein at its own cost and expenses mutated the name of the Owner No.3 herein viz. SMT. NITA BATRA with the Office of the B.L. & L.R.O. in respect of the aforesaid property and accordingly the said Authority issued one Mutation Certificate vide Reference : M/CND-3442/18/ 3099/TMB/2018 dated 22nd May, 2018 in the name of said SMT. NITA BATRA and finally published the same.

AND WHEREAS the Developer herein at its own cost and expenses mutated the name of the Owner No.4 herein viz. SMT. BELA BATRA with the Office of the B.L. & L.R.O. in respect of the aforesaid property and accordingly the said Authority issued one Mutation Certificate vide Reference : M/CND-3443/18/ 3100/TMB/2018

dated 22nd May, 2018 in the name of said SMT. BELA BATRA and finally published the same.

AND WHEREAS the Developer herein at its own cost and expenses mutated the name of the Owner No.5 herein viz. CHIRAG BATRA with the Office of the B.L. & L.R.O. in respect of the aforesaid property and accordingly the said Authority issued one Mutation Certificate vide Reference : M/CND-3444/18/ 3101/TMB/2018 dated 22nd May, 2018 in the name of said CHIRAG BATRA and finally published the same.

AND WHEREAS the Developer herein at its own cost and expenses mutated the name of the Owner No.6 herein viz. DEEP BATRA with the Office of the B.L. & L.R.O. in respect of the aforesaid property and accordingly the said Authority issued one Mutation Certificate vide Reference : M/CND-3445/18/ 3102/TMB/2018 dated 22nd May, 2018 in the name of said DEEP BATRA and finally published the same.

AND WHEREAS in pursuance of the Development Agreement, the Developer herein got the Plan sanction from the Kolkata Municipal Corporation bearing No..... dated in the name of the Vendors herein.

AND WHEREAS the Developer herein has formulated a scheme where under it shall nominate the Unit Owners of the said Developer's area to purchase the proportionate land share and the benefit of the Plans from the said Vendors conditional upon such Unit Owners also purchasing the respective Units and the proportionate share in the common portions in the new Buildings from the Developer herein in consideration of the Unit Owners directly paying to the Developer herein a total consideration and other costs.

AND WHEREAS the Purchaser herein approached the Developer herein for purchasing of a Unit comprised in the said Developer's area, being the said Unit and described in the SEVENTH SCHEDULE hereunder written and the Developer herein agreed to transfer the convey out of the said Developer's area, the said share in the land and the rights and properties appurtenant thereto i.e. the undivided impartible proportionate share in the premises, morefully described in the SECOND SCHEDULE hereto TOGETHER WITH the proportionate benefit of the Plans relating wholly to the said Unit, morefully described in the SEVENTH SCHEDULE hereto and proportionately the common portions, morefully described in the THIRD SCHEDULE hereto.

AND WHEREAS the Purchaser have inter-alia agreed to acquire from the Vendors, the undivided impartible proportionate share of

land in the said premises, morefully described in the SECOND SCHEDULE hereunder written, free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever TOGETHER WITH the proportionate share and the benefit of the Plans relating to the said Flat, exclusively belonging to the Developer's allocation, hereinafter called "the SAID UNIT", which is morefully described in the SEVENTH SCHEDULE hereunder written, also with the right of use of the common portions, morefully described in the THIRD SCHEDULE hereunder written and TOGETHER WITH all right or rights in respect of said Unit and the common portions, proportionately from the Developer, which is morefully described in the SEVENTH SCHEDULE hereunder written on the terms and conditions as agreed upon by and between the Parties hereto as per Agreement at or for the total consideration of Rs...../- (Rupees)

only paid by the Purchaser to the Developer. The consideration money is excluding of G.S.T. and if G.S.T. is required, the Purchaser shall have to pay as per Provisions of Law.

AND WHEREAS the Developer has represented and assured the Purchaser that the said Unit of the Building, which has already been constructed as multistoried one, is free from all encumbrances charges, liens, lispendences, attachments, trusts whatsoever or howsoever and the Vendors have also represented and assured the Purchaser that they have absolute power and authority to sell and transfer the undivided proportionate share or

interest in the land comprised in the said premises attributable to the said Unit.

AND WHEREAS in pursuance of the aforesaid, the Vendors at the request of the Developer is completing the sale of the undivided share of land in the said premises attributable to the said Unit and the Developer is also completing the sale of the said Unit and the undivided proportionate share in the common portions in the New Building and/or the said premises by these presents.

NOW THIS INDENTURE WITENSSETH that :-

- I. In consideration of the premises and in consideration of the sum Rs...../- (Rupees)
only paid by the Purchaser to the Developer, towards the price of the said Unit including the undivided proportionate share in the land and common portions (the receipt whereof the ^{Developer} Vendors do hereby also by the receipt and Memo hereunder written, admit and acknowledge and of and from the payment of the same forever, release, discharge and acquit the Purchaser and the said share in the land and the rights and properties appurtenants thereto and the said Unit) the Vendors do hereby grant, sell, convey, transfer, assign and assure unto the Purchaser ALL THAT the undivided impartible proportionate share in the land

contained in the premises i.e. Municipal Premises No.99, Santosh Roy Road (mailing address 61, Santosh Roy Road), Police Station : Haridevpur, Kolkata : 700008, within the limits of the Kolkata Municipal Corporation, under Ward No.123, Assessee No.41-123-19-0096-6, District : 24 Parganas (South), morefully described in the SECOND SCHEDULE hereunder together with the proportionate share and/or the benefits of the plans relating to the said Unit, morefully described in the SEVENTH SCHEDULE hereto, morefully and particularly shown and delineated in the MAP or PLAN bordered with "RED" verges thereon, AND ALSO the common portions, morefully described in the THIRD SCHEDULE hereto, in common with the Co-Owners and/or occupiers of the new Buildings (which are all hereafter as well as hereinbefore collectively called "the SAID SHARE AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO) and the Developer doth hereby grant, scil, convey, transfer, assign and assure and the Vendors do hereby confirm unto the Purchaser the said Unit, morefully described in the SEVENTH SCHEDULE hereto, including the undivided proportionate share in the common portions, morefully described in the THIRD SCHEDULE hereto AND the reversion or reversions, remainder or remainders, and the rents, issues and profits of the said Unit and the

the reversion or reversions, remainder or remainders, and the rents, issues and profits of the said Unit and the appurtenant rights and other rights hereby conveyed AND all the estate, right, title, interest, property, claim and demand whatsoever of the Developer into or upon the said Unit and appurtenant rights and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out therefrom AND TOGETHER FURTHER WITH all rights, liberties and appurtenances whatsoever TO AND UNTO the Purchaser, free from all encumbrances, trusts, liens, lispendens and attachments whatsoever save only those as are expressly mentioned herein, AND TOGETHER FURTHER WITH AND SUBJECT TO the easements or quasi-easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the premise, the land and the new Buildings by the Purchaser and the Co-Owners, as mentioned in the FIFTH SCHEDULE hereunto, TO HAVE AND TO HOLD the said Unit and the appurtenant rights and all other properties and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out therefrom to and

SIXTH SCHEDULE hereto and/or elsewhere herein, AND ALSO SUBJECT TO the Purchaser paying and discharging all taxes, impositions and other common expenses relating to the premises, proportionately and the said Unit, wholly and the undivided proportionate share in the common portions and/or the said premises in the land and the rights and properties appurtenant thereto, wholly, details whereof are morefully mentioned in the FOURTH SCHEDULE and the EIGHT SCHEDULE hereto and the description of the Definitions are morefully described in the FIRST SCHEDULE hereto.

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

- i. THAT the interest which the Vendors and the Developer do hereby profess to transfer, subsists and that the Vendors and the Developer have the sole right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto the Purchaser the said share in the land and the rights and properties appurtenant thereto and the said Unit and the undivided proportionate share in the common portion respectively, TOGETHER WITH the benefits rights and properties hereby sold and conveyed.

- ii. AND THAT it shall be lawful for the Purchaser from time to time and at all times hereafter, to enter into and upon and to use, hold and enjoy the said share in the land and the rights and properties appurtenant thereto and the said Unit and the undivided proportionate share in the common portion and all benefits, rights and properties hereby conveyed and every part, thereof and to receive the rents, issues and profits thereof, without any interruption, disturbance, claim or demand whatsoever from or by the Vendors and the Developer or any person/s claiming through, under or in trust for the Vendors, unless otherwise expressly mentioned herein AND freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever SAVE only those as are expressly contained herein.
- iii. AND THAT the Vendors and the Developer shall from time to time and at all times hereafter, upon every request and at the costs of the Purchaser, make, do, acknowledge, exercise, execute and perfect, all such further and/or other lawful, and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said share in the

land and the rights and properties appurtenant thereto and the said Unit and the undivided proportionate share in the common portion TOGETHER WITH the benefits, rights and properties hereby granted, unto the Purchaser in the manner aforesaid.

- iv. AND THAT the Vendors and the Developer and/or the Association, upon its formation, shall unless prevented by fire or some other irresistible force, from time to time and at all times hereafter, upon reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to his Attorney/s or Agent/s or before or at any trial, commission, examination, tribunal, board or authority for inspection or otherwise, as occasion shall require, the original Title Deeds of the Premises and also shall at the like request and costs of the Purchaser, deliver to the Purchaser such attested or other copies or extracts therefrom, as the Purchaser may require and shall in the meantime. Keep the same safe, unobliterated and un-cancelled.
- v. AND THAT the Vendors and the Developer shall not do anything or make any grant or term, whereby the

rights of the Purchaser hereunder may be prejudicially affected and shall do all acts as be necessary to ensure the rights available to the Purchaser as a Purchaser and as a Co-Owner hereunder.

- vi. AND FURTHER THAT the Vendors and the Developer shall duly fulfill and perform all their respective obligations and covenants elsewhere herein contained.

III. THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER as follows :-

- i. To observe, fulfill and perform the rules, regulations and covenants hereunder written SAVE those thereof as have already been observed, fulfilled and performed. Including those described in the SIXTH SCHEDULE hereto and to regularly pay and discharge, all taxes, impositions and all other outgoings on and In connection with the said Unit, wholly and the common portions and/or the new Buildings, proportionately, including the common expenses.

IV. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as flows :-

- i. THAT the said Unit in terms hereof completed and tenantable and vacant possession thereof has been delivered by the Developer and received by the Purchaser.

- ii. AND THAT the Purchaser neither has nor shall claim from the Vendors and the Developer and/or the other Co-Owners any right, title or interest in any other part or portion of the premises and/or the new Buildings SAVE the said share in the land and the rights and properties appurtenant thereto and the said Unit and the benefits, rights and properties hereby sold and conveyed.

- iii. AND THAT the Purchaser neither have nor shall claim to have any share in the common portions included in any other Block of the new Buildings excepting BLOCK : "....." viz. roof, staircase, lobbies, pump, motors, lights etc.

THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE DEFINITIONS)

- A. The terms used in this indenture shall, unless they be contrary and/or repugnant to the context, mean and include the following :-

1. ASSOCIATION shall mean a limited Company or Society or Syndicate or Association to be promoted and formed by the Developer herein and/or the Co-Owners for the common purposes and shall include any Ad-hoc Committee formed by the Developer herein and/or the Co-Owners prior to the formation of the Association.

2. COMMON AREAS shall mean all the common areas, drive ways, facilities, amenities, erections, constructions and installations comprised in the premises and/or the new Buildings, morefully mentioned in the THIRD SCHEDULE hereto and expressed or intended for common use and enjoyment of the Co-Owners.

3. COMMON EXPENSES shall include all expenses to be incurred by the Co-Owners for the maintenance, management and upkeep of the new Buildings and the premises and/or expenses for the common purposes, including, those mentioned in the FOURTH SCHEDULE hereto.

4. COMMON PURPOSES shall mean the purposes of managing and maintaining the new Buildings and the

premises, particularly the common portions, collection and disbursement of the common expenses and dealing with matters of common interest of the Co-Owners and relating to their mutual rights and obligations, for the most beneficial use and enjoyment of their respective Units, exclusively and the common areas in common.

5. CO-OWNERS shall according to its context, mean all the persons who have acquired or may agree to acquire or own Units in all Blocks of the new Buildings or BLOCK : “.....” of the new Buildings.
6. CORPORATION shall mean the Kolkata Municipal Corporation and shall also include the Kolkata Metropolitan Development Authority and other concerned Authorities, which have sanctioned the Plans and ratified the construction of the new Buildings and/or are otherwise concerned with imposition of rates and taxes.
7. DEVELOPMENT AGREEMENT shall mean the Development Agreement dated 5th February, 2018, which was duly registered in the Office of the District

Sub-Registrar – II at Alipore, South 24 Parganas and registered in Book No.I, Volume No.1602-2018, Pages from 50830 to 50895, Being No.160201465 for the year 2018, made between the Owners and the Developer herein, whereby Owners herein appointed the Developer herein for the development of the premises.

8. LAND shall mean the land contained in the premises, morefully described in the SECOND SCHEDULE hereto.
9. MAP shall mean the MAPS or PLANS of the premises, the said Unit annexed hereto.
10. NEW BUILDINGS shall mean the Building or Blocks of Buildings as have been constructed by the Developer herein on the said premises.
11. PLANS shall mean the plans, drawings and-specifications of the new Buildings, prepared by the Architect and sanctioned by the concerned Authorities including the Corporation vide Sanction No.2018160384 dated 21st February, 2019 PROVIDED

THAT it shall also include all alterations/modifications therein, from time to time, made with the approval of the Architect and/or the Corporation.

12. PREMISES shall mean the premises described in the SECOND SCHEDULE hereto and shall also include the New Building constructed and completed thereon.

13. PROPORTIONATE OR PROPORTIONATELY shall mean the proportion which the super built up area of any Unit be to the super built up area of the all Units in the new Buildings PROVIDED THAT where it refers to share of any rates and/or taxes amongst the common expenses, then, such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied, i.e. in case the basis of any levy be area, rental income or user, then the same shall be shared on the basis of area, rental income or user of the respective Units by the Co-Owners respectively.

14. SAID SHARE IN THE LAND AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO shall mean and include the undivided impartible proportionate share in the land appurtenant to the said Unit TOGETHER WITH the benefit and/or share of the Plans relating wholly to the said Unit and proportionately to the common portions.
15. SAID UNIT shall mean the Unit described in the SEVENTH SCHEDULE hereto and delineated on the MAP and bordered "RED" thereon.
16. SUPER BUILT UP AREA mean the plinth area of the said Unit or all the Units in Block : "....." of the new Buildings, including, the bathrooms and balconies, open terrace, if any and also the thickness of the boundary walls, internal walls and pillars and also including a proportionate share of the area of the common portions PROVIDED THAT if any wall be common between 2 (Two) Units, then $\frac{1}{2}$ (One-Half) of the area under such wall shall be included in each such Unit.
17. TOTAL CONSIDERATION shall mean and include all sums paid/payable by the Purchaser to the Developer

herein, for and towards the consideration for sale of the said share in the land and the rights and properties appurtenant thereto, the said Unit, wholly and the common portions proportionately.

18. UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE shall mean the undivided share in the land contained in the premises, described in the SECOND SCHEDULE hereto, appurtenant to the said Unit and inter-alia, agreed to be sold to Purchaser, which shall always be impartible and shall be proportionate to the covered area of the said Unit and shall also include such shares appurtenant to all other Units comprised in the new Buildings, wherever the context permits.
19. UNITS shall mean the spaces constructed in the new Buildings, intended and/or capable of being exclusively owned, held and/or occupied by any Co-Owners.

NOTE :-

1. SINGULAR shall include the plural and vice versa.
2. MASCULINE GENDER shall include the feminine and neuter gender and vice versa.

THE SECOND SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID PREMISES/PROPERTY)

ALL THAT the Buildings and structures TOGETHER WITH the piece or parcel of land or ground thereunto belonging and on which the same is erect and built, land measuring an area of 19 (Nineteen) Cottahs 12 (Twelve) Chittacks 10 (Ten) Square Feet be the same a little more or less, situate and lying at Mouza : Purba Barisha, Pargana : Khaspur, J.L. No.23, R.S. No.43, under Khatian Nos.219, appertaining to Dag No.129, Touzi Nos.1-6, 8-10 & 12-16, being known and numbered Municipal Premises No.99, Santosh Roy Road (mailing address 61, Santosh Roy Road), Police Station : Haridevpur, Kolkata : 700008, within the limits of the Kolkata Municipal Corporation, under Ward No.123, Assessee No.41-123-19-0096-6, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto and the entire property is butted & bound as follows :-

ON THE NORTH	:	56/1D, Santosh Roy Road ;
ON THE SOUTH	:	33' wide Santosh Roy Road ;
ON THE EAST	:	101/A, Santosh Roy Road ;
ON THE WEST	:	Premises No.59/A, Santosh Roy Road.

THE THIRD SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON PORTIONS)

1. AREAS :-

- A. Open and/or covered paths and passages.
- B. Boundary walls and gates.
- C. Lobbies and staircase.
- D. Common installations on the roof.
- E. Pump room and electric meter room.
- F. Right of access to the roof/terrace.
- G. Elevator.

2. WATER, PLUMBING AND DRAINAGE :-

- A. Drainage and sewage lines and other installations for the same (except only those are installed within the exclusive area of any Unit and/or exclusively for its use).
- B. Water supply system.

C. Water pump with motor, underground and overhead water reservoir together with all common plumbing installations for carriage water (save only those are within the exclusive area of any Unit and/or exclusively for its use).

3. ELECTRICAL INSTALLATIONS :-

A. Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any Unit and/or exclusively for its use).

B. Lighting of the common portions.

4. OTHERS :-

A. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the premises and/or new Building as are necessary for passage to or use of the Units in common by the Co-Owners.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON EXPENSES)

1. MAINTENANCE :-

All costs of maintaining, operating, replacing, repairing, white-washing, painting, gardening, re-decoration, re-

building, re-constructing, lighting and renovating the common portions, including, the exterior or interior (but not inside any Unit) walls of the new Buildings.

2. OPERATIONAL :-

All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including, lift, pumps, motors and other common installations, including, their license fees, taxes and other levies, if any and the lights of the common portions.

3. STAFF :-

The salaries of and all other expenses of the staff to be employed for the common purposes, including durwans, gardeners, sweepers, plumbers, electricians etc. and their perquisites, basins and other emoluments and benefit.

4. ASSOCIATION :-

Establishment and all other expense of the Association including its formation, office and miscellaneous expenses and also similar expenses.

5. INSURANCE :-

Insurance premium and other expenses for insuring the new Buildings and/or the common portions, inter-alia, against

earth quake, fire, mob violence, damages, civil commotion etc.

6. FIRE FIGHTING :-

Costs of installing and operating the fire lighting equipments, if any.

7. COMMON UTILITIES :-

All charges and deposits for suppliers of common utilities to the Co-Owners in common.

8. ELECTRICITY :-

Electricity charges for the electrical energy consumed for the operation of the common portions.

9. LITIGATION :-

All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.

10. RATES AND TAXES :-

Municipal tax, multistoried Building tax, water tax, urban land tax and other levies in respect of the premises and the new Buildings SAVE those separately assessed on the Purchaser.

11. RESERVE AND MISCELLANEOUS :-

All other expenses, taxes, rates and other levies as are required or necessary or incidental or liable to be paid by the Co-Owners in common including such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic expenses relating to the common portions.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE EASEMENTS)

The Co-Owners shall allow each other and the Association, upon the formation, the following rights, easements, quasi-easements, privileges and/or appurtenances.

- i. The right of common passage, user and movement in all common portions.
- ii. The right of passage of utilities including connection for telephones, elevations, pipes, cables etc. through each and every part of the new Buildings including the said Unit.
- iii. Right of support, shelter and protection of each portion of the new Buildings by other and/or other thereof.
- iv. The absolute unfettered and unencumbered right over the common portions SUBJECT TO the terms and conditions herein contained.

- v. Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the said share in the land and the rights and properties appurtenant thereto and/or the said Unit.
- vi. The right, with or without workmen and necessary materials, to enter upon the new Buildings, including the said or any other Unit for the purpose of repairing any of the common portions or any appurtenances to any Unit and/or anything comprised in any Unit, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (Forty-Eight) hours previous notice in writing to the Co-Owners affected thereby.
- vii. Right of access to the roof and/or terrace above the Top Floor of the new Buildings.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE COVENANTS, RULES & REGULATION)

1. TRANSFER & DISMEMBERMENT :-

- 1.1 The Purchaser shall not, at any time, claim partition of the undivided proportionate share in the land and/or the common portions.

1.2 SUBJECT TO the provisions contained in these presents AND SUBJECT TO the provisions of law for the time being in force, the Purchaser shall be entitled to the ownership, possession and enjoyment of the said share in the land and the rights and properties appurtenant thereto, the said Unit and the same shall be heritable and transferable as other immovable properties. As from the date hereof the Purchaser shall be free to sell and/or transfer the said Unit and/or mortgage the same with any other Party in the manner he/she/they desire without any further reference to or consent from the Vendors and/or any Co-Owner of the New Buildings.

1.3 In case the Purchaser divests himself of his right in the said share in the land and the rights and properties appurtenant thereto, the said Unit, then such transfer shall be accompanied by the transfer of all share or interest the Purchaser may have in the new Buildings, the premises and the Association and such transfer shall be SUBJECT TO the condition that the transferee shall become the proportionate shareholders and/or Owners of the equity capital and/or Members of the Association and abide by all the

covenants and pay all amounts payable by the Purchaser hereunder (including additional deposits, if any) and such transferee shall also have all the rights as the Purchaser may have hereunder. Moreover, any transfer shall not be, in any manner inconsistent herewith and the covenants herein shall run with the said share in the land and the rights and properties appurtenant thereto and the said Unit.

2. MUTATION, TAXES AND IMPOSITIONS :-

- 2.1 The Purchaser at his costs, apply for and has the said Unit separately assessed for the purpose of assessment of the Municipal rates and taxes.
- 2.2 Until such time as the said Unit, be not separately assessed and/or mutated in respect of any tax or imposition, the Purchaser shall bear and pay the proportionate share of all rates and taxes.
- 2.3 Upon the mutation of the said Unit, in the name of the Purchaser for the purpose of liability of any tax or imposition, the Purchaser shall pay, wholly, such tax or imposition, in respect of the said Unit and proportionately in respect of the common portions.

2.4 Apart from the amount of such taxes and impositions, the Purchaser shall be liable to pay the penalties, interests, costs, charges and expenses, for and in respect of such taxes or impositions, proportionately or wholly, as the case may be.

2.5 All taxes, impositions and outgoings, including penalties, costs, charges and expenses, in respect of the said Unit accruing till the date hereof shall be paid borne and discharged by the Developer exclusively and those accruing for the period hereafter shall be paid, borne and discharged by the Purchaser, wholly, in case the same relates exclusively to the said Unit and proportionately. In case the same relates to the premises and the New Buildings.

2.6 The terms "TAXES" and "IMPOSITIONS" referred to in the various sub-clauses of Clause : 2 immediately preceding, shall include land revenue, Corporation rates and taxes, Municipal surcharge, multistoried building tax, urban land tax, betterment fees, water tax etc. and/or taxes of similar nature and/or any other new taxes as may be imposed from time to time.

3. MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS :-

3.1 Until formation of the Association from time to time appoint Ad-hoc Committee or Committees of the Co-Owners for such purposes and on such terms as to its election, constitution, authority, delegation and/or function.

3.2 The Purchaser shall not, in any manner, interfere or raise any objection whatsoever in or with the said functions of the Ad-hoc Committee and/or of the Association, relating to the Common purposes.

3.3 Upon its formation, the Association shall frame such rules, regulations and bye-laws for the common purposes, as the Association may consider reasonable, but not inconsistent with the provisions herein and with the Purchaser shall abide by the same.

4. THE ASSOCIATION :-

4.1 The Purchaser, the Vendors and also the Developer herein (if it retains any Unit) shall become Members of the Association and shall pay proportionately all costs

for and/or relating to the formation and the establishment of the Association and shall sign such forms, papers, documents, memorandum, articles, declaration constitution, rules and/or regulations as be necessary and be reasonably required.

5. TITLE DEED :-

5.1 The Developer shall keep the title deeds in respect of the said premises, as are in its possession, in its safe custody. Upon formation of the Association, the Developer herein shall hand over the original of the title deeds to the Association. In the interim period, the Developer herein shall at the costs of the Purchaser, arrange for inspection thereof and allow the Purchaser to take copies and/or extracts therefrom, as be required by the Purchaser and shall also, at the like request and cost, arrange for production of the same before such authorities as the Purchaser may reasonably require.

6. AIDITIONS, ALTERATIONS AND PAYMENT OF BETTERMENT FEES, ETC. :-

6.1 The Purchaser shall at his cost, wholly, in case it relates to the said Unit or any part thereof and

proportionately, in case it relates to all the Units in the new Buildings and/or the common portions, make all alterations and/or additions as be required to be made by the Corporation or other Statutory Bodies and shall, similarly, pay all betterment fees and other similar levies and/or penalties required to be paid in respect thereof.

7. USER OF THE SAID UNIT AND COMMON PORTIONS :-

7.1 The Purchaser shall, at his own costs and expenses, do the following :-

7.1.1 Keep the said Unit and every part thereof and all fixtures and fittings therein or exclusive thereto, properly painted, in good repairs, in a neat and clean condition and as a decent and respectable place.

7.1.2 Use the said Unit and all common portions carefully, peacefully and quietly and only for the purpose for which it is meant.

7.1.3 Use all paths, passage and staircases (save those reserved hereunder by the Association,

upon its formation) for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Association upon its formation in writing.

7.1.4 Use and affix grills as be specified by the Developer.

7.2 The Purchaser shall NOT do the following :-

7.2.1 Obstruct the Association in his acts relating to the common purposes.

7.2.2 Violate any of the rules and/or regulations laid down for the common purposes and for the user of the common portions.

7.2.3 Injure, harm or damage the common portions or any other Units in the new Buildings, by making any alterations or withdrawing any support or otherwise.

7.2.4 Alter any portion, elevation or colour scheme of the new Buildings.

7.2.5 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse

in the common portions SAVE at the places indicated therefor.

- 7.2.6 Place or cause to be placed any article or object in the common portions.
- 7.2.7 Use the said Unit or any part thereof, for any purpose other than for residential purpose.
- 7.2.8 Carry on or cause to be carried on any obnoxious or injurious, noisy, dangerous, hazardous, illegal or immoral activity, in or through the said Unit or the common portions.
- 7.2.9 Do or permit anything to be done, which is likely to cause nuisance or annoyance to the occupants of the other Units in the new Buildings and/or the adjoining Building or Buildings.
- 7.2.10 Use or allow the said Unit or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, entering place, restaurants or other public

purpose without the written consent of the Association. This clause will not be applicable for the Purchaser, who will purchase the commercial portion of the Building.

- 7.2.11 Put up or a any sign board, name-plate or other things or other similar articles in the common portions or outside walls of the new Buildings and/or outside walls of the said Unit, SAVE at the place or places provided therefor or approved in writing by the Association PROVIDED THAT this shall not prevent the Purchaser from displaying a decent name-plate outside the main door of the said Unit. This clause will applicable for the Purchaser, who will purchase the commercial portion.
- 7.2.12 Obstruct or object to the Association using, allowing others to use, transferring or making any construction on any part of the premises and/or the new Buildings SAVE the said Unit.
- 7.2.13 Obstruct or object to the Association or granting rights to any person on any part of the premises and/or the new Buildings (excepting in the said Unit).
- 7.2.14 Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Unit.

7.2.15 Keep or allow to be kept in the said Unit any lunatic or any person suffering from any virulent, dangerous, obnoxious or infectious disease.

7.2.16 Keep any domestic animal or pet SAVE in the manner permitted in writing by the Association or the Corporation and other Authorities.

7.2.17 Affix or draw any wire, cable, pipe, from, to or through any common portions or outside walls of the new Buildings or other Units SAVE in the manner indicated by the Association.

7.2.18 Keep any heavy articles or things which are likely to damage the floors or operate any machine SAVE usual office appliances.

7.2.19 Install or keep or run any generator, so as to cause nuisance to the occupants of the other portions of the new Buildings.

7.2.20 Install any air-conditioner except according to the Specifications of the Association, upon its

formation and on obtaining prior written permission of the Association upon its formation.

7.2.21 Affix or change windows or grills other than according to the approved Specifications of the Association, upon its formation and on obtaining prior written permission of the Association upon its formation.

7.2.22 Change the colour scheme of the windows and grills of the said Unit, other than according to the Specifications of the Association, upon its formation and on obtaining prior written permission of the Association upon its formation.

8. PAYMENTS AND DEPOSITS TOWARDS TAXES AND IMPOSITIONS AND THE COMMON EXPENSES :-

8.1 The deposits and payments to be made by the Purchaser in terms hereof, including, those mentioned hereinabove in the FOURTH SCHEDULE hereto shall be made by the Purchaser immediately to the

Association, upon its formation, leaving its bill for the same in the said Unit and/or at the above or last notified address of the Purchaser.

8.2 The Purchaser shall, regularly and punctually, pay the proportionate share of the common expenses on the dates and in the manner elsewhere contained.

8.3 It is clarified that, out of the payments and deposits mentioned hercinabove, in case there be any deficit, the Purchaser shall pay further amounts and in case there be any excess, the same shall be refunded to the Purchaser and/or adjusted with the future payments by the Purchaser to the Association at its direction.

9. MISCELLANEOUS :-

9.1. Any delay or indulgence by the Association in enforcing the terms of these presents or any forbearance or giving of time to the Purchaser, shall not be construed as a waiver of any breach or non-compliance nor shall the same, in any manner, prejudice the rights of the Association, upon its formation.

9.2. Whenever any amounts are expressly payable by the Purchaser hereunder, the same shall, wholly be

payable by the purchaser, in case the same relates only to the said Unit and proportionately, in case they relate to the premises and the common portions, unless otherwise specifically mentioned.

9.3. All amounts becoming due and payable hereunder and the liability for the same shall be and shall remain a charge on the said Unit.

9.4. All charges for the electricity consumed in the said Unit, shall be borne and paid by the Purchaser.

9.5. As between the Association and the Purchaser, the Parties shall indemnify and keep each other saved, harmless and indemnified in respect of all losses, damages, claims, demands, costs, proceedings and actions arising due to any nonpayment or other default in observance of the terms and conditions contained in these presents.

9.6. In case any terms, conditions, covenants, stipulations, descriptions or definitions given herein are contradictory and/or at variance then and in such event, such terms, conditions, covenants, stipulations, descriptions or definitions given herein shall prevail.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID UNIT)

ALL THAT a self compact and contained Flat bearing Flat No..... having super built up area of Square Feet more or less with marble flooring on the Fourth Floor at its side in BLOCK : "....." of the new Buildings named "....." being known and numbered Municipal Premises No.99, Santosh Roy Road (mailing address 61, Santosh Roy Road), Police Station : Haridevpur, Kolkata : 700008, within the limits of the Kolkata Municipal Corporation, under Ward No.123, District : 24 Parganas (South) and morefully and particularly shown and delineated with "RED" border in the MAP or PLAN attached hereto.

THE EIGHT SCHEDULE OF THE COST OF E.D.C.
ABOVE REFERRED TO

1. Transformers (including cost of incidental charges) @ Rs.12/- (Rupees Twelve) only, the Purchaser also deposited prorate cost as extra Rs...../- (Rupee) only already paid to the Developer in the consideration money.
2. Deposited as pro-rate charge Generator maximum to 1 K.V.A. per Flat @ Rs.12/- (Rupees Twelve) only i.e. Rs...../- (Rupee) only already paid to the Developer in the consideration money.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

by the Parties at Kolkata

in the presence of :-

WITNESSES :-

1.

Signature of the *VENDORS*

2.

Signature of the *PURCHASER*

Drafted by me :-

SANTANU ADHIKARY
Advocate
Alipore Judges' Court, Kol : 27.

Signature of the *DEVELOPER*

Computer Typed by :-

DEBASISH NASKAR
Alipore Judges' Court, Kol : 27.

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs...../- (Rupees) only being the consideration in full towards sale of the said Unit including the price of undivided proportionate share or interest in the common portions in the said Building and/or said property.

Sl. No.	DATE	CHEQUE No.	BANK WITH BRANCH	AMOUNT
1.				Rs...../-
2.				Rs...../-
3.				Rs...../-
4.				Rs...../-
5.				Rs...../-
6.				Rs...../-
7.				Rs...../-
8.				Rs...../-
9.				Rs...../-
10.				Rs...../-
Total :				Rs...../-
(RUPEES) ONLY				

WITNESSES :-

1.

Signature of the *DEVELOPER*

2.