

**Indenture of Conveyance of Flat Mark ____ in ____ Floor
at 12, Chandi Ghosh Road, Kolkata 700 040**

THIS INDENTURE OF CONVEYANCE made this ____ day of ____ 201_ BETWEEN 1) **SRI JOY BRAHMACHARI**, by occupation: Service, aged about 49 years (2) **SRI JAYANTA BRAHMACHARI**, by occupation: Legal Practitioner, aged about 49 years (3) **SMT. SUMANA CHAKRABORTY** wife of Late Dulal Ranjan Chakraborty, by occupation housewife, aged about 55 years (4) **SMT. SONA LAHIRI** alias **SUMITRA LAHIRI** wife of Sri Alok Lahiri by occupation housewife, aged about 53 years (5) **SMT. CHANDRIMA CHAKRABORTY** wife of Sri Bidyut Chakraborty by occupation housewife aged about 45 years all the above children of Late Tark Nath Brahmachari (6) **SRI SAMBHU NATH BRAHMACHARI**, son of Late Sudha Ranjan Brahmachari, by occupation: Retired, aged about 80 years. No. 1 to 6 represented by their Constituted Attorney **SRI BHOLANATH BRAHMACHARI**, son of late Sudha Ranjan Brahmachari, by virtue of Registered General Power of Attorney dated 24.04.2011 & 06.12.2016 respectively which were registered at the office of A.D.S.R. Alipore, South 24 Parganas, and recorded in Book No. IV, Volume No.3, Pages from 790 to 801, Being No. 00935, for the and year 2011 and Book No.IV, Volume No. 1605 to 2016 Pages from 20382 to 20399, Being No. 160501270, for the year 2016, and (7) **SRI BHOLA NATH BRAHMACHARI**,son of Late Sudha Ranjan Brahmachari, by occupation service aged about 78 years , (8) **SMT. JAPAMALA MUKHERJEE**, wife of Sri Abhijit Mukherjee, daughter of Late Biswanath Brahmachari, by occupation: Housewife, aged about 47 years, all by religion: Hindu, all are residing at Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040, District: South 24-Parganas, hereinafter jointly and severally called and referred to as the **OWNERS/VENDORS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART** ;

AND

MITRA GUHA ASSOCIATES, a proprietor concern having permanent certificate of enlistment number 000104006594 dated 6th December 2015 having its Registered Office at 10, Amita Ghosh Road, Kolkata 700029, and having an another place of business at 7B, Kiron Shankar Roy Road represented by its Proprietor **SRI HIMADRI GUHA**, son of Late Debabrata Guha, having his Office at 7B, Kiron Shankar Roy Road, Kolkata 700001, 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 his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART** ;

AND wife of PAN: aged about
... years by faith Hindu by profession residing at

AND
, PAN: aged about years by
faith Hindu by profession

hereinafter called the **Allottee / PURCHASER** (which expression shall unless excluded by or repugnant to the context include his/their heirs, executors, administrator) of the **THIRD PART**.

WHEREAS:-

1. One Tarak Nath Brahmachari, since deceased, Biswanath Brahmachari, since deceased, Sri Sambhu Nath Brahmachari and Sri Bhola Nath Brahmachari, all sons of Late Suddha Ranjan Brahmachari, are the absolute joint Owners and are seized and possessed of the land messuage hereditaments and premises containing an area of measuring 1 (one) Bigha 9 (nine) Cottahs 10 (ten) Chittaks 35 (thirty five) Square feet be it little more or less together with building standing thereon known numbered and reputed as Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040, within the limits of The Kolkata Municipal Corporation, District: South 24-Parganas, as absolute joint owners free from all encumbrances, charges, liens, attachments and mortgages by inheritance from their father Suddha Ranjan Brahmachari, since deceased, who purchased the said land by virtue of Title Deed recorded in

Book No. I, Volume No. 88, Pages from 267 to 269, Being No. 3627 for the year 1934, with the Office of the District Sub Registrar, at Alipore, South 24-Parganas and are/were sufficiently entitled to the same in its indefeasible estate of inheritance.

2. The said Tarak Nath Brahmachari, since deceased, Biswanath Brahmachari, since deceased, Sambhu Nath Brahmachari and Sri Bhola Nath Brahmachari agreed to sell ALL THAT a piece or parcel of land messuage hereditaments and premises containing an area of 9 (nine) Cottahs 2 (two) Chittaks and 37 (thirty seven) Square feet be the same a little more or less of the said Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040, unto and in favour of M/s. Mitra & Guha Company, a Partnership Firm having its registered place of business at 7B, Kiran Shankar Roy Road, Kolkata 700001, the Developer therein by virtue of an Agreement for Sale dated 16th day of December, 1991 and registered and recorded in Book No. I, Volume No.305, Pages 450 to 459, Being No. 18230 for the year 1991, of the office of District Sub-Registrar, Alipore, District: South 24-Parganas;

3. The said Tarak Nath Brahmachari died intestate on 12th October, 1995 leaving behind surviving him his wife Smt. Gouri Brahmachari, two sons namely, Sri Joy Brahmachari and Sri Jayanta Brahmachari and three daughters namely, Smt. Sumana Chakraborty, Smt. Sumitra Lahiri and Smt. Chandrima Chakraborty as his/heirs and legal representatives in respect of his undivided

1/4th (one-fourth) share or interest in the said property at Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040, District: South 24-Parganas ;

4. By a Deed of Gift dated 19th August, 1997, made and executed by the said Sumana Chakraborty, Sona Lahiri alias Sumitra Lahiri and Chandrima Chakraborty, as Donors in favour of their brothers the said Joy Brahmachari and Jayanta Brahmachari, as Donees therein registered in the Office of Additional District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 201, Pages 399 to 408, Being No. 5216 for the year 1998, the said Donors gifted, transferred and conveyed ALL THAT their undivided 1/8th (one-eighth) share or interest in the land measuring 1 (one) Bigha 9 (nine) Cottahs 10 (ten) Chittaks 35 (thirty five) Square feet be it

little more or less together with building standing thereon known numbered and reputed as Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040, within the limits of The Kolkata Municipal Corporation, District: South 24-Parganas, unto and in favour of the said Donees namely, said Joy Brahmachari and Jayanta Brahmachari ;

5. The said Biswanath Brahmachari died intestate on 22nd December, 2007, leaving behind him surviving his wife Smt. Rina Brahmachari and only daughter namely, Smt. Japamala Mukherjee as his heirs and legal representatives in respect of his undivided 1/4th (one-fourth) share or interest in the said property at Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040, District: South 24-Parganas ;

6. The said Rina Brahmachari, wife of Late Biswanath Brahmachari, died intestate on 4th January, 2009, leaving behind her surviving her only Smt. Japamala Mukherjee as her only heiress and legal representative and her 1/8th (one-eighth) share or interest in the said property at Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040, District: South 24-Parganas, devolved upon her daughter, the said Japamala Mukherjee and she became the joint owners having 1/4th (one-fourth) share in the aforementioned property;

7. The said Gouri Brahmachari, Joy Brahmachari and Jayanta Brahmachari, Japamala Mukherjee, Sambhu Nath Brahmachari and Bhola Nath Brahmachari are the joint owners of ALL THAT piece and parcel of land measuring 1 (one) Bigha 9 (nine) Cottahs 10 (ten) Chittaks 35 (thirty five) Square feet be it little more or less together with old building standing thereon lying situate at and being Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040, within the limits of The Kolkata Municipal Corporation, District: South 24-Parganas, out of which one ALL THAT piece or parcel of land measuring 9 (nine) Cottahs 2 (two) Chittaks 37 (thirty seven) Square feet be the same a little more or less on the South-Western portion of the aforementioned premises was agreed to be sold in favour of the Developer herein by an Agreement for Sale dated 16th day of December, 1991 and recorded in Book No. I, Volume No.305, Pages 450 to 459, Being No. 18230 for the year 1991, of the office of District Sub-Registrar, Alipore, District: South 24-Parganas and the Owners herein are now

absolute joint owners excepting the Developer's right of the 6.097 metre wide common passage and they, the Owners are seized and possessed of ALL THAT land measuring 1 (one) Bigha 7 (seven) Chittaks 43 (forty three) Square feet be the same a little more or less being the remaining land of the said total land together with one storied old building standing thereon lying situate at and being Premises No. 12, Chandi Ghosh Road, within Police Station:

Regent Park, Kolkata 700040, within the limits of The Kolkata Municipal Corporation, District: South 24-Parganas, free from all encumbrances charges

liens attachments mortgages etc. The said land measuring 1 (one) Bigha 7 (seven) Chittaks 43 (forty three) Square feet be the same a little more or less being the remaining land of the said total land together with one storied old building standing thereon lying situate at and being Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040, more fully described in the **FIRST SCHEDULE** hereunder written.

8. The said Gouri Brahmachari, wife of Late Tarak Nath Brahmachari, died intestate on 20th July 2015 leaving behind her surviving her two sons namely Joy Brahmachari and Jayanta Brahmachari, the Owners No. 1 and 2 herein and three daughters namely, Smt. Sumana Chakraborty, Smt. Sona Lahiri alias Sumitra Lahiri and Smt. Chandrima Chakraborty as her legal heirs;

9. The said legal heirs of deceased Gouri Brahmachari are entitled to each having undivided 1/72nd share being Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040;

10. On 25th April, 2011, one Development Agreement by way of notarized dated 26.04.2011, was made by and between (1) Gouri Brahmachari, now deceased, (2) Sri Joy Brahmachari (3) Sri Jayanta Brahmachari, (4) Sambhu Nath Brahmachari, (5) Smt. Japamala Mukherjee and (6) Sri Bhola Nath Brahmachari, all of Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040 AND M/s. Mitra & Guha Company, having its registered place of business at 7B, Kiran Shankar Roy Road, Kolkata 700001,

represented by its one of the Partners Sri Himadri Guha but due to unavoidable circumstances namely the old age, one of the Partners of said M/s. Mitra & Guha Company namely, Sri Bimal Chandra Mitra, by an Agreement dated 15th January, 2016, expressed his inability not to act any development work in respect of the promotion of Premises No. 12, Chandi Ghosh Road, Kolkata 700040, as such, the said Agreement dated 15th January, 2016 made between Partners of said M/s. Mitra & Guha Company; said Bimal Chandra Mitra handed over all his assets, liabilities rights and obligation of the firm to the only other partner Sri Himadri Guha who has formed the present Developer Company Mitra Guha Associates, a Proprietorship Firm, run by Mr. Himadri Guha, Proprietor, having its registered office at 10, Amita Ghosh Road, P.S. Ballygunge, Kolkata 700029 and an another place of business at 7B, Kiron Shankar Roy Road, Kolkata 700001, and the present Developer Mitra Guha Associates have taken over all assets, liabilities, liens, opening stock, capital, loss and profit from the said erstwhile Developer Company namely said M/s. Mitra & Guha Company and the Development Agreement dated 25th April, 2011 be still subsisted in all respect;

11. The Owners are the absolute joint owners and are seized and possessed of ALL THAT land measuring 1 (one) Bigha 7 (seven) Chittaks 43 (forty three) Square feet excepting the Developer's right of the 6.097 metre wide common passage together with old building standing thereon lying situate at and being Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040, within the limits of The Kolkata Municipal Corporation, District: South 24-Parganas and more fully described in the **FIRST SCHEDULE** hereunder written, as absolute owners thereof free from all encumbrances, charges, liens, lispens, attachments mortgages etc.;

12. In terms of the said Development Agreement dated 25th April, 2011, the Developer have prepared a Scheme Plan in consultation with an approval of the Owners for a Housing Complex in two Blocks namely Block-1 and Block-2 in respect of the land measuring 1 (one) Bigha 9 (nine) Cottahs 10 (ten) Chittaks 35 (thirty five) Square feet be it little more or less together with old building standing thereon lying situate at and being Premises No. 12, Chandi Ghosh Road,

within Police Station: Regent Park, Kolkata 700040, District: South 24-Parganas, more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

13. The Developer, submitted the Plan in Block- I before the Kolkata Municipal Corporation and the same has been sectioned by the Kolkata Municipal Corporation having Building Permit No 2015100150 dated 9th December 2015.

14. After sanction of the said plan from the Kolkata Municipal Corporation the Owners and the Developer have entered into a supplement agreement dated 8th July 2016 where the allocation of the Owners and the allocation of Developer have been clearly indicated Second, Third, fourth and fifth schedule respectively.

15. The Owners and the Developer further entered into a supplementary agreement dated 17th August 2018 for the purpose of registration and additional clarifications registered in Book No – I, Volume No 1605 of 2018, Pages from 180382 to 180449 being No 160505697 for the year 2018 where the allocation of the Owners and the Developers have been clearly indicated in the second, Third and the Fourth schedules.

16. The OWNERS hereby further confirm that the said agreement to sale dated 16th December 1991 for the said land measuring Nine Cottahs Two Chittaks Thirty Seven Square feet shall remain valid and would be continued as before.

17. A building plan comprising of several units was sanctioned on 17th May 2012 from the Kolkata Municipal Corporation in the rear portion of the land by virtue of the agreement dated 16th December 1991 and another building plan comprising of several units was sanctioned on 9th December, 2015 in the front portion of the land by virtue of the agreement dated 25th April, 2011.

18. The OWNERS have agreed to enter into an agreement as a part of their responsibilities and obligations by virtue of the agreements dated 25th April 2011 and 8th July 2016.

19. The PURCHASERS being interested after satisfaction of the title and other information for purchase of an apartment **Mark** _____ having a carpet area of _____ square feet, on _____ floor in the Front Block of the premises along with a mechanically stacked car parking space admeasuring about **130** square feet in the open space of the plot, as permissible under the applicable law and of pro rata share in the Common Areas as defined under clause (m) of Section 2 of the Act hereinafter referred to as the "Flat / Apartment" on the land more particularly described in Schedule A and the apartment more particularly described in the Schedule B and with a floor plan annexed to this indenture depicting the apartment and delineated in Red entered into an Agreement to Sale dated _____ with the Vendors.

NOW THIS INDENTURE WITNESSETH as follows:

I. In pursuance of the said SALE AGREEMENT AND in consideration of a sum of Rs. _____/- (Rupees Eighty one lacs only) which amount includes a sum of Rs. _____/- towards the proportionate cost for transformer and generator etc., of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor/Developer at or before the execution hereof (the receipt whereof the Vendor/Developer doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchaser and also the Said Flat/ Unit hereby intended to be sold and transferred) the Vendor/Developer and the Confirming Party/Land Owner doth hereby sell transfer convey assure and assign and assure unto and in favour of the Purchaser. ALL that the Unit/Flat No. _____ on the _____ Floor in Block No. _____ of the said new building containing a Carpet Area _____ sq.ft and Chargeable Area _____ sq. ft. more or less more fully and particularly mentioned and described in **PART I** of the **THIRD SCHEDULE** hereunder written and shown and delineated in the map or plan annexed hereto and bordered in color Red thereon and right to park one or more car of medium size in or portion of the car parking space, if so specifically and expressly mentioned and described in **PART II** of the **THIRD SCHEDULE** hereunder written together with the undivided impartible proportionate share in the land underneath the building comprised in the said premises

attributable to the said Unit/Flat and together with the proportionate share into or upon the common area and/or utilities and/or facilities in the said premises (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) all of which are hereto before as well as hereinafter collectively referred to as the said Unit/Flat TO HAVE AND TO HOLD the said UNIT and the properties appurtenant thereto absolutely and forever free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever AND TOGETHER WITH the right to use the common areas installations and facilities in common with the Vendor/Developer, the co-Purchasers and the owners and other lawful occupants of the Premises subject to payment of the proportionate share of `maintenance charges' EXCEPTING AND RESERVING such rights easements quasi-easements privileges reserved for the Vendor/Developer and/or the Society and/or Association of Co-owners (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) AND TOGETHER WITH all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Unit And the Properties Appurtenant thereto (more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written) TO HAVE AND TO HOLD THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchasers SUBJECT TO the restrictions and/or Rules regarding the user of the said UNIT (more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written) AND ALSO SUBJECT TO the Purchaser making payment of the maintenance charges and other charges payable in respect of the Said Unit And the Properties Appurtenant thereto (more fully and particularly mentioned and described in the **EIGHTH SCHEDULE**.

II. AND IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES hereto as follows

- i) That the right of the Purchaser shall remain restricted to the said Flat/Unit
- ii) That the Undivided Share appurtenant to said Unit/Flat shall always remain impartible and indivisible
- iii) That the Purchaser shall regularly and punctually make payment of the maintenance charges and other outgoings wholly in respect of the said Flat/Unit and

proportionately for the common parts and portions to the Vendor/Developer and upon formation of the Holding Organization and/or appointment of the Facility Manager to such Holding Organization and/or Facility Manager as the case may be

III. AND THE VENDOR/DEVELOPER HEREBY COVENANTS WITH THE PURCHASER as follows:

- a. THAT notwithstanding any act deed matter or thing whatsoever by the Vendor/Developer done or executed or knowingly suffered to the contrary the

Vendor/Developer is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Flat/Unit And The Properties Appurtenant thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

- b. THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor/Developer now has in itself good right full power and absolute authority to grant convey transfer sell and assign the Said Flat/Unit And The Properties Appurtenant thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.
- c. THAT the said Flat/Unit And The Properties Appurtenant thereto hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases lispens debuttar or trust made or suffered by the Vendor/Developer or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor/Developer.
- d. THAT the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Flat/Unit And The Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor/Developer or any person or persons having or lawfully or equitably claiming as aforesaid.

- e. THAT the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispensens debuttar or trust or claims and demands whatsoever created occasioned or made by the Vendor/Developer or any person or persons lawfully or equitably claiming as aforesaid.
- f. AND FURTHER THAT the Vendor/Developer and all persons having or lawfully or equitably claiming any estate or interest in the Said Flat/Unit And The Properties Appurtenant thereto or any part thereof through under or in trust for the Vendor/Developer shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further and lawful

acts deeds or things whatsoever for further better or more perfectly assuring the Said Flat/Unit And the Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

- g. THAT the Vendor/Developer has not at any time heretofore done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said Flat/Unit and the properties Appurtenant thereto hereby sold granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.
- h. THAT the Vendor/Developer doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser to produce or cause to be produced to the Purchaser or to his/her their attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncancelled.

IV. AND THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE VENDOR/DEVELOPER as follows:

- (a) THAT the Purchaser and all other persons deriving title under these presents it shall and will at all times hereafter shall observe the restrictions/ Rules regarding the user set forth in the SEVENTH SCHEDULE hereunder written.
- (b) THAT the Purchaser shall at all times hereafter (from the date of possession) regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied Building tax, Water Tax,

Urban land Tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the Said Unit and Proportionately for the new Building and the said premises as a whole and for the common parts and portions.

(c) THE Purchaser shall within three months from the date of execution of these presents shall apply to for obtaining mutation of his/her/their/its name as the owner of the Said Unit from the Kolkata Municipal Corporation and shall also obtain separate assessment of the Said Unit and so long the Said Unit is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the New Building, Complex such amount to be determined in its absolute discretion by the Vendor/Developer and upon formation of the Association by such Association/Society/Service Company.

V. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

- a. THAT the Undivided share in the land underneath the building/ Complex comprised in the Said Premises hereby sold and transferred and attributable to the Said Unit shall always remain indivisible and impartible.
- b. The said new Building shall always be known as 'THE EKTAA HIBISCUS.'
- c. At or before entering into these presents the Purchaser has made himself/herself aware that the said New Building is a residential building and the Purchaser agrees to maintain the decency of the said NEW BUILDING and shall not do any act deed of thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said new building.
- d. The Vendor/Developer has already applied to CESC and other authorities for providing meters for each of the said Flats/Units forming part of the said New Building and the Purchaser shall regularly and punctually make payment of the electricity charges as may be recorded in such meters.
- e. The Purchaser hereby acknowledges that the House Rules (more fully and particularly mentioned and described in the SEVENTH SCHEDULE hereunder written) are for the benefit of all the occupants of the said new building and taking into account that such House Rules are for the benefit of

all the occupants the Purchaser agrees not to contravene any of the terms and conditions of the House Rules and agrees to abide by the same

VI. AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. The Vendor has already put the Purchaser in possession of the said flat/unit and the Purchaser acknowledges having taking over possession of the said flat/unit.
2. The Purchaser at or before execution of this deed has fully satisfied itself to the structural stability of the building it being expressly agreed and declared that In the event of there being any structural defect and so certified by the Architect, for the time being in respect of the said Apartment/Unit and such defect is detected within a period of five years from the date of issue of occupancy certificate of the said Apartment/Unit then and in that event the Seller shall cause such defect to be

removed and/or rectified provided that such defect is not occasioned because of any act deed or thing on the part of the Purchaser or any person claiming through or under the Purchaser or because of non-use and/or improper use and/or :

- a) Any negligence and/or laches on the part of the Purchaser
- b) Any act deed or thing on the part of any third party
- c) Any act of vandalism or destruction on the part of any person

3. The Vendor shall remain responsible for providing common services only for a period of three months from the date of execution of this Deed subject to the Purchaser making payment of the proportionate share of common area maintenance charges which includes a reasonable amount payable to the Vendor for rendering such services (hereinafter referred to as the CAM CHARGES).

4. The Purchaser shall cause his/her name to be mutated in the records of the concerned authorities within a period of three months from the date of execution of this Deed.

5. The various unit owners in the said new building shall form an Association in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 within a period of three months and the Vendor has agreed to render all possible assistance for formation of the said Association

6. The Purchaser acknowledges that timely payment of CAM charges is a must and in the event of any delay the same is likely to adversely affect the interest of the other flat owners in the said building and if such CAM Charges shall remain in arrears for a period of 60 days then and in that event in addition to making payment of interest at the rate of 15% per annum the Vendor and/or Adhoc Committee shall be entitled to and the Purchaser hereby consents :

- i) disconnect the supply of water to the said Unit
- ii) disconnect the supply of electricity
- iii) withdraw all utilities including generator facilities

and the same shall not be restored until such time the Purchaser has made payment of all amount lying in arrears together with interest accrued due thereon and such penal interest as may be determined from time to time including a sum of Rs. 5,000/- (Rupees Five thousand only) as and by way of restoration charges.

7. For the purpose of withdrawal and/or suspension of the said facilities and/or utilities it will not be necessary for the Vendor and/or FMC and/or Holding Organization to serve any notice, in writing and the Purchaser hereby waives the right to receive such notice.
8. The right of the Purchaser shall remain restricted to the said Unit and the said Car Parking Space(s) and in no event the Purchaser or any person claiming through these presents shall be entitled to stretch or expand his/her/their its claims over and in respect of the other parts of the building AND the Purchaser hereby further covenants and assures that it shall not interfere with the rights of the Vendor/Developer in selling transferring making out or letting out the remaining unsold Units/ Flats comprised in the new building and to carry out repairs renovations and improvements in the said new building.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(DEFINITIONS)**

IN THIS DEED the following expressions shall have the meaning assigned to them respectively:

- 1.1 AGREEMENT shall mean this agreement together with the schedules and annexures hereto and any other deed and/or document executed in pursuance hereof
- 1.2 APPROVALS shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Housing Project
- 1.3 ACT means the West Bengal Housing Industry Regulation Act 2017 (West Ben. Act XLI of 2017)

- 1.4 ASSOCIATION shall mean the Association of Flat owners which may be formed by the Seller in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 of such association of owners as may be formed by the Seller for taking control of the common parts and portions and for rendition of common services
- 1.5 ADVOCATES shall mean _____ appointed by the Seller, inter alia, for preparation of this agreement and the sale deed for transfer of the said flat/unit.
- 1.6 ARCHITECT shall mean _____, Architects of No. _____ or any other firm or architects appointed by the Seller.
- 1.7 BALCONY shall mean such extended part or portion of any particular flat/unit which shall form an integral part of a particular flat/unit.
- 1.8 BOOKING AMOUNT shall mean 10% of the total purchase price to be paid by the Purchaser to the Seller as hereinafter appearing
- 1.9 CARPET AREA means the net usable floor area of an apartment excluding the area covered by the external walls, areas under service shafts, exclusive

balcony or verandah and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment/unit.

- 1.10 CAM CHARGES shall mean the proportionate share of common area maintenance charges to be paid by the Purchasers inter alia for the maintenance of the Unit/Building/Property, costs of insurances and supervisory expenses but shall not include property taxes payable in respect of the various units but will include property taxes payable for the common parts and portions
- 1.11 COMMON PARTS PORTIONS AREAS AND AMENITIES shall mean the common areas and amenities as are available to and/or in respect of the Unit/Building/Project as the case may be (more fully and particularly mentioned and described in the Third Schedule hereunder written)
- 1.12 CAR PARKING SPACE/S shall mean covered car parking spaces in the ground floor and podium (1st floor) covered car parking spaces of the said new

building/s and also include the open car parking spaces in the open compound at the ground floor of the said premises as expressed or intended by the Seller in its absolute discretion for parking of motor cars.

- 1.13 COMMON EXPENSES shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Purchaser for rendition of common services briefly described and without limitation is in the SEVENTH SCHEDULE hereunder written.
- 1.14 COMMON FACILITIES shall mean the facilities which shall remain common for all the owners and/or occupiers of the said new building for beneficial use and enjoyment of their respective Flats/Units.
- 1.15 COMPLEX shall mean the new building(s) to be constructed at the said Premises and to be commonly known as “THE EK TAA LOTUS” or such other name as the Seller in their absolute discretion may deem fit and proper.
- 1.16 COMMON SERVICE/MAINTENANCE shall mean those services which are to be rendered by the Seller and upon formation by the Committee/Association and/or by FMC after appointment of the FMC as the case may be subject to the Purchaser making payment of proportionate share of such maintenance charges.
- 1.17 COMMON ROOF shall mean a part or portion of the ultimate roof as may be determined by the Seller which shall form part of the common parts and portions and shall remain available for common use and enjoyment of all owners and/or occupiers of the new building/s situated at the said premises and shall also include demarcated portion of the roof of the podium as well.
- 1.18 COMMENCEMENT DATE shall mean the date of execution of this Agreement.
- 1.19 DATE OF COMMENCEMENT OF LIABILITY shall mean the date of the completion of the project and/or from the date of the notice of possession to the Purchaser of the said Flat/Unit after fulfilling his/her/their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Seller to the Purchaser to take possession of the said Flat/Unit irrespective of

whether the Purchaser takes actual physical possession of the said unit or not, whichever be earlier.

- 1.20 DATE OF OFFER OF POSSESSION (for fit outs) shall mean the date on which the SELLER shall endeavor to make available to the Purchasers the Unit for fit outs subject to the receipt of the total consideration and all other advances and deposits payable under this agreement. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the Seller plus fifteen days.
- 1.21 DATE OF OFFER OF POSSESSION shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation)
- 1.22 EXTRA PAYMENTS shall mean the amount required to be paid by the Purchaser to the Seller apart from the total consideration amount as hereinafter appearing
- 1.23 FEDERATION/ASSOCIATION/HOLDING ORGANISATION shall mean a federation of the society/condominium/company to be formed to manage and control the property, the common areas and amenities comprised in the said housing complex
- 1.24 FLATS/UNITS shall mean independent and self-contained flats/units and/or other constructed spaces built and constructed or intended to be built and constructed by the Seller at the said Premises capable of being exclusively held or occupied by a person and/or persons at the said Premises.
- 1.25 HOUSE RULES/USE shall mean the rules and regulations regarding the use/holding of the said Flat/Unit as hereinafter stated
- 1.26 LICENCES shall mean and include all licences consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project
- 1.27 NEW BUILDING shall mean the New Building to be constructed by the Seller at the said Premises in accordance with the said Plan and to comprise of various self-contained Units apartments constructed spaces and car parking spaces

capable of being held and/or enjoyed independently of each other on ownership basis.

1.28 OCCUPANCY CERTIFICATE shall mean the Occupation certificate to be granted by Kolkata Municipal Corporation to be granted by Kolkata

Municipal Corporation certifying completion of the new building and permitting the Flatowner to take possession of the Apartment intended to be acquired by the Purchaser

1.29 PLAN shall mean the Building Plan sanctioned by the Kolkata Municipal Corporation being Building Permit No. 2016070053 dated 27th July 2016 and shall include all modifications or variations as may be made by the Seller from time to time with prior sanction from the authorities concerned if required.

1.30 PREMISES shall mean ALL THAT the Premises No.18 Gobra Gorasthan Road, Kolkata 700 046 TOGETHER WITH all structures standing thereon (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written).

1.31 PURCHASER shall be deemed to mean and include :-

- a) In case the Purchaser be an individual or a group of persons, then his/her/their respective heirs legal representatives, executors, administrators and assigns.
- b) In case the Purchaser be a Hindu Undivided family, then its Karta, coparceners or other members for the time being of the said HUF and their respective heirs legal representatives executors and administrators.
- c) In case the Purchaser be a partnership firm, then the partners for the time being, of the said Partnership Business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said Partnership Firm or such other person and/or persons who may carry on the business of the partnership Firm and their respective heirs, legal representatives, executors, administrators and assigns.
- d) In case the Purchaser be a company, then its successors or successors-in-interest.

e) In case the Purchaser be Trust, shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representative executors administrators and assign.

1.32 PROPORTIONATE OR PROPORTIONATELY shall mean the built up area of any Unit to bear to the built up area of all the Flats/Units in the said building provided that where it refers to the share of the Purchasers or any co-owner in the 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 on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit)

1.33 POSSESSION shall mean the date on which possession is made over by the Seller to the Purchaser after occupancy certificate is obtained

1.34 RULES means the West Bengal Housing Industry Regulations Rules, 2018 made under the West Bengal Housing Industry Regulation Act 2017

1.35 REGULATIONS means the regulations made under the West Bengal Industry Regulation Act 2017

1.36 SAID UNIT AND THE PROPERTIES APPURTENANT THERETO shall mean ALL THAT the Flat/Unit No. on the floor in Block No. at the said premises (more fully and particularly mentioned and described in PART I of the SECOND SCHEDULE hereunder written with fittings and fixtures to be provided therein by the Seller as mentioned in the Sixth Schedule hereunder written together with Purchaser proportionate undivided share in common areas and installations as also in the land comprised in the said premises attributable to the said unit and further wherever the context so permits shall include the right of parking one or more motor car/s in the

car parking space if so specifically and expressly mentioned and described in the within stated PART-II of the SECOND SCHEDULE

1.37 SAID SHARE IN THE SAID PREMISES shall mean proportionate undivided indivisible impartible share in the land comprised in the said premises attributable to the said unit agreed to be purchased hereunder by the Purchaser and to be determined by the Seller in its absolute discretion

- 1.38 SELLER shall mean the said BUILDCON DEVELOPERS and shall mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns.
- 1.39 SERVICE INSTALLATIONS shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soakways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.
- 1.40 SINKING FUND/RESERVE FUND shall mean the fund to be paid and/or contributed by each of the unit owners including the Purchaser herein towards maintenance fund which shall be held by the Seller and after the said new building is completed and possession is made over and upon formation of the Association the said amount shall be transferred by the Seller to such Association.
- 1.41 SERVICE/MAINTENANCE CHARGES shall mean the service/maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Seller and/or the Association incorporated for the said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Seller and/or the Association either in its absolute discretion may deem proper. The proportionate amount agreed to be paid by the Purchaser on account of

the service and maintenance charges shall be determined by the Seller and/or the Association in their absolute discretion.

1.42 TERRACE shall mean an open terrace attached to a particular flat/unit and to form an integral part of such flat without any right of any other flat owners.

1.43 TOTAL PURCHASE PRICE shall mean the total purchase price as hereinafter appearing agreed to be paid by the Purchaser to the Seller in terms of this agreement.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)

ALL THAT piece or parcel of land messuage hereditaments and premises containing by estimation of an area of 1 (one) Bigha 7 (seven) Chittaks 43 (forty three) Square feet be the same a little more or less recorded in C.S. Dag Nos. 1569 and 1570, C.S. Khatian No. 760/12 of the District Settlement Record of Right of Mouza – Chandpur, J.L. No. 41. Additional District Sub Registrar office at Alipore , Police Station: Regent Park, District: South 24-Parganas, together with old building standing thereon lying situate at and being Premises No.12, Chandi Ghosh Road, Kolkata -700040, as shown and delineated in the Map or Plan attached therein in the said Development Agreement dated 25.04.2011 and bordered “Green” therein together with all easement rights, within Ward No. 97 of The Kolkata Municipal Corporation.

ON THE NORTH: By Nanda Lal Mitra Lane (Public Road)

ON THE EAST : By Chandi Ghosh Road (Public Road)

ON THE SOUTH: By partly portion of Premises No. 12, Chandi Ghosh Road and partly by Premises No. 11, Chandi Ghosh Road;

ON THE WEST : By Nanda Lal Mitra Road (Public Road);

THE THIRD SCHEDULE ABOVE REFERRED TO
PART - I
(THE SAID FLAT/UNIT)

ALL THAT the Flat/Unit No. on ___Floor in Block No. _____ having a carpet area of sq.ft (more or less) and chargeable area being sq.ft (more or less) of the said Building now in course of construction at the said Premises (more fully and particularly described in SECOND SCHEDULE hereinabove written) TOGETHER WITH the undivided proportionate share in the common parts, portions, areas, facilities & amenities AND TOGETHER WITH the undivided

proportionate impartible share in the land comprised in the said Premises allocable and/or attributable thereto (hereinafter referred to as the said Flat/Unit) and the Properties Appurtenant thereto.

PART-II

(Specification)

- a) Reinforcement concrete framed structure with brick walls and plaster in wall and ceiling as constructed or to be constructed by the Developer.
- b) Vitrified tiles in floor and lintel height glazed tiles in bathrooms. Plaster of Paris with a coat of primer in interiors of the flat.
- c) Wooden door frames.
Flush Door shutters in rooms and PVC shutter in bathrooms.
- d) Aluminum window and plain glass panes with M.S grills.
- e) Kitchen Table with integrated sink.
- f) `Jaquar` or equivalent C.P. fittings.
- g) `PARRY` or equivalent white porcelain fittings in bathrooms with Johnson or equivalent PVC cistern.
- h) Steel or Aluminium hardware with joinery and a Godrej night latch at entrance.
- i) Copper wire concealed wirings complete with `Anchor` or equivalent brand switches but excluding the electrical fittings.
- j) Car parking space shall be finished with IPS flooring and white washing.

PART –III

(THE CAR PARKING SPACE)

ALL THAT covered / stacked / open stacked car parking space for parking one car at such place in the Ground Floor of the said premises marked as _____ and as shown in drawings attached herewith.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Areas and Installations)

1. Entrance and exit gates of the premises.

2. Paths passages and open spaces in the building other than those intended to be reserved for parking of motor cars or marked by the Vendor/Developer for use of any Co-owner,
3. Entrance lobby in the ground floors of the building.
4. Driveway in the ground floor of the premises.
5. Staircase including landing on all the floors of the said building upto top floor.
6. Lifts and lift machine room upto top floor.
7. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said unit to the extent allocated to the owners herein and/or in the other Units during power failure and generator room in the ground floor of the building
8. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor.
9. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different units.
10. Underground water reservoir for municipal water with a pull on pumps installed thereat.
11. Water waste and sewerage evacuation pipes from the Units to drains and sewers to the municipal drain.
12. Room for darwan/security guard, caretaker's office in the ground floor of the premises.
13. Requisite arrangement of Intercom/EPABX with connections to each individual flat from the reception in the ground floor.
14. Boundary walls.
15. Ultimate roof and demarcated portion of the roof of the podium as well.
16. Fire fighting system/control room.
17. Community Hall, Gym Room, Swimming Pool and Children's Play Area.
18. Drainage and Sewers
19. Meter Room
20. Common passages including Main entrance for homes.
21. Main gates for Units/Flats
22. Solar Panels installed over the roof
23. Water Body and/or any green area

24. Common toilets in the ground floor of the said premises

THE FIFTH SCHEDULE ABOVE REFERRED TO
(EASEMENTS OR QUASI-EASEMENTS)

(The under mentioned rights easements and quasi easements privileges shall be reserved for the Vendor/Developer and/or the Society and/or the Association of Co-Owners and/or the Service Company of the New Building

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the New Building(s) as aforesaid for the ownership and use of common part or parts of the New Building(s) including its installations staircases open space(s) in ground floor covered space(s) electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the Said Unit(s)) of the other part or parts of the New Building(s) through pipes, drains, wires, conduits lying or being under through or over the Said Unit(s) so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the New Building(s) for all purposes whatsoever.
3. The right of protection for other portion or portions of the New Building(s) by all parts of the Said Unit(s) as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the Said Unit(s) or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the New Building(s).
4. The right by the Vendor/Developer and/or occupier or occupiers of other part or parts of the New Building(s) for the purpose of ingress and egress to and from such other Part or parts of the New Building(s), the front entrances staircase, electrical installation open and covered space(s) and other common passages or paths of the New Building(s).
5. The right of the Vendor/Developer/ Service Company or its authorized agents) with or without workmen and necessary materials to enter from time to time upon the Said Unit(s) for the purpose of repairing so far as may be necessary such pipes drains wires

and conduit under ground/ overhead Reservoir, fire fighting equipment as aforesaid PROVIDED ALWAYS the Vendor/Developer and other person or persons shall give to the Purchaser twenty four hours' prior notice in writing of their intention of such entry as aforesaid.

THE SIXTH SCHEDULE ABOVE REFERRED TO

1. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Unit(s) or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Vendor/Developer the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the Fourth Schedule hereto.
2. The right of access and passage in common with the Vendor/Developer and/or the co-owners and occupiers of the Building(s) at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, tube well, lifts and electrical installations and all other common areas installations and facilities in the New Building(s) and the Said Premises.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Unit(s) with or without vehicles over and along the drive-ways and pathways PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants agents employees and invitees of the Purchaser to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Vendor/Developer and the Society/Service Company along such driveway and pathways as aforesaid.
4. The right of support shelter and protection of the Said Unit(s) by or from all parts of the New Building(s) so far they now support shelter or protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the Said Unit(s) through pipes drains wires and conduits lying or being in under through or

over the New Building(s) and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said Unit(s) and for all purposes whatsoever.

6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the New Building(s) and the Said Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Unit(s) in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Owners and occupiers of the other units and portion of the Building(s).

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(USER'S COVENANTS/RESTRICTIONS)

As from the date of possession of the said Flat the Purchaser agrees and covenants -

- 1) To co-operate with the other co-purchasers and the Vendor/Developer in the management and maintenance of the said New Building.
- 2) To observe the rules framed from time to time by the Vendor/Developer and upon the formation of the Holding Organization by such Holding Organization for quiet and peaceful enjoyment of the said building as a decent building.
- 3) To use the said Flat for residential purposes and not for any other purposes whatsoever.
- 4) To allow the Vendor/Developer with or without workmen to enter into the said Unit/Flat for the purpose of maintenance and repairs but only with 48 hours prior notice in writing to the Purchaser.
- 5) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said Flat and proportionately for the new building and/or common parts/areas and wholly for the said Flat and/or to make deposits on account thereof in the manner mentioned hereunder to the Vendor/Developer and upon the formation of the Holding Association to such Holding Organization. Such amount shall be deemed to be

due and payable on and from the date of possession whether physical possession of the said Flat has been taken or not by the Purchaser. The said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within to the Vendor/Developer and upon formation of the Holding Organization to such Holding Organization.

- 6) To deposit the amounts reasonably required with the Vendor/Developer and upon the formation of the Holding Organization with such Holding Organization towards the liability for rates and taxes and other outgoings.
- 7) To pay charges for electricity in or relation to the said Flat wholly and proportionately relating to the common parts.
- 8) Not to subdivide the said Flat and/or the parking Space if allotted or any portion thereof.
- 9) To maintain or remain responsible for the structural stability of the said Flat and not to do anything which has the effect of affecting the structural stability of the building.
- 10) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the Building.
- 11) Not to store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- 12) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- 13) Not to fix or install air conditioner in the said Unit save and except at the place, which have been specified in the said Unit for such installation.
- 14) Not to do or cause anything to be done in or around the said Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner

interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

- 15) Not to damage demolish or cause to be damaged or demolished the said Flat or any part thereof or the fittings and fixtures affixed thereto.
- 16) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Flat which in the opinion of the Vendor/Developer differs from the colour Scheme of the building or deviation or which in the opinion of the Vendor/Developer may affect the elevation in respect of the exterior walls of the said building.
- 17) Not to install grills the design of which have not been suggested and approved by the Architect.
- 18) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- 19) Not to make in the said Flat any structural additional and/or alterations such as beams columns partition walls etc or improvements of a permanent nature except with the prior approval in writing of the Vendor/Developer and with the sanction of the authorities concerned as and when required.
- 20) Not to use the said Flat for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or for any or industrial activities whatsoever.
- 21) Similarly shall not keep in the parking place anything other than private motor car or motor cycle and shall not raise or put up any kutchha or pucca constructions grilled wall or enclosure 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 permitted.

- 22) Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
- 23) Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ its and shall use the pathways as would be decided by the Vendor/Developer.
- 24) Not to change 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 and the Vendor/Developer and/or association shall be entitled to remove the same without its any way be liable for any loss and in no event the Purchaser shall be entitled to have any claim whatsoever against the Vendor/Developer and/or association.
- 25) To abide by such building rules and regulations as may be made applicable by the Vendor/Developer before the formation of the Holding Organization and after the Holding Organization is incorporated to comply with and/or adhere to the building rules and regulations of such holding organization.
- 26) Not to fix or install any antenna on the roof or terrace of the said building nor shall fix any window antenna excepting that the Purchaser shall be entitled to avail of the cable connection facilities.
- 27) Not to wash any car(s) or vehicle in or upon the said Parking Space. In the event of the Purchaser washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the Purchaser to clean up the entire space.
- 28) Not to store nor permit anybody to store any articles or things into or upon the said Parking Space.
- 29) Not to let out grant lease or sell or transfer or deal with or in any way encumber or charge or part with the possession of the said Parking Space independently of the Said Unit.
- 30) None of the flat owners shall be entitled to use any common areas, lobbies, driveways, entrances for slaughter of any living animal or birds nor shall display outside their unit any slaughtered bird or animal nor shall exhibit or permit to be exhibited nor shall bring any slaughtered animal openly through the

corridor/entrance and nor do any act deed or thing which may hurt or injure the sentiments of any other owners/occupiers of the said Residential Building.

- 31) To abide by such building rules and regulation as may be made applicable by the Vendor/Developer for the use of the Parking Space from time to time before the formation of the Association and after it's incorporation to comply with and/or adhere to the building rules and regulation of such Association.

HOUSE RULES:

- (a) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Flat in the Building.
- (b) Children shall not play in the public halls, stairways or elevators of the Building.
- (c) Each Owner shall keep such apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (d) No article shall be allowed to be placed in the halls or on the staircase landings, lobbied, corridors or fire tower nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building.
- (e) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Vendor/Developer.
- (f) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Vendor/Developer nor shall anything be projected out of any window of the Building without similar approval.
- (g) Water-closets and other water apparatus in the Building shall not be used for any purpose other that those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of water-closets or apparatus shall be paid for by the Flat-owner in whose apartment it shall have been caused.

- (h) None of the members shall be entitled to nor shall use or permit to be used his or her flat/units and/or any common areas, lobbies, driveways entrances for slaughter of any living animals or birds nor shall display outside their unit any slaughtered bird or animal nor shall exhibit or permit to be exhibited nor shall bring any slaughtered animal openly through the corridor/entrance. No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied.
 - (i) No radio or television aerial shall be attached to or hung from the exterior of the building.
 - (j) Garbage and refuse from the apartments shall be deposited in such specified place in the Building and at such time and in such manner as the superintendent of the Building may direct.
 - (k) No vehicle belonging to a Buyer or to a member of the family or guest, sub-tenant or employee of a lessee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
 - (l) The Unit Owner/Flat Owners to whom a particular terrace has been sold and transferred as part of a particular flat/unit shall use the same as an open space which shall always remain open to sky and the said unit owner/flat owner shall not be use the same as Roof Garden which may effect the structural stability of the building.
- (1) These house rules may be added to, amended or repealed at any time by the Vendor /Developer and after formation by the Society/ Association.

Until formation of such Holding Organization the Vendor/Developer shall manage and maintain the said building and the common parts thereof. The Purchaser agrees that:

- (a) The Purchaser shall pay regularly and punctually within 7th day of every month and month by month the common expenses as described in the EIGHTH SCHEDULE hereunder written at such rate as may be decided, determined and apportioned by the Vendor/Developer to be payable from the date of possession to the Vendor/Developer and upon formation and transfer of management of the building to the Holding Organization. Such payments are required to be made without any abatement or demand.
- (b) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Vendor/Developer from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser's flat only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the Vendor/Developer shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same provided that the billing is reasonable. In the event of the transfer of the management and administration of the said building to the Holding Organization in terms of these presents the employees of the Vendor/Developer such as watchmen, security staff, liftmen etc. shall be employed and/or absorbed in the employment of such Holding Organization with continuity of service and on the same terms and conditions of employment with the Vendor/Developer and the Purchaser shall not be entitled to raise any objection thereto and hereby consents to the same.
- (c) After the formation of the Holding Organization the Purchaser shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Holding Organization.
- (d) So long as each Flat in the said Premises shall not be separately mutated and separated the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the Vendor/Developer from the date of possession. Such proportion is to be determined by the Vendor/Developer on the basis of the area of such Flat in the said Building.
- (e) If the Purchaser fails to pay the aforesaid expenses or part thereof within time as aforesaid the Purchaser shall be liable to pay interest at the rate of 2% per month and further that if any amount including interest remains unpaid for sixty days, the

Vendor/Developer or upon formation of Holding Organization. Such Holding Organization shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's Unit/Flat such as use of lifts, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

- (f) The Purchaser acknowledges that the aforesaid Restrictions and/or House Rules is for the benefit of all the owners and/or occupiers of the said New Building and even though some of the House Rules may be unreasonable but taking into account that the same is for the benefit of all the owners and/or occupiers of the said new building the Purchaser covenants not to contravene any of the aforesaid Restrictions and/or House Rules and to abide by the same.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. MAINTENANCE : All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and waters pipes for all purposes, drains and electric cables and wires in under or upon the block and enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat at the said premises, main entrance and exit gates, landings and staircases of the said block and enjoyed by the Purchaser or used by him/her in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said premises so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. OPERATIONAL : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator, Fire Fighting equipments and accessories, Security Systems Deep Tube Well, Gym Equipments, Community Hall etc.) and also the costs of repairing, renovating and replacing the same.

3. STAFF : The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftman, etc.) including their bonus and other emoluments and benefits.
4. ASSOCIATION : Establishment and all other expenses of the Association and also similar expenses of the Vendor/Developer or any agency looking after the common purposes, until handing over the same to the Association.
5. TAXES : Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately of any Unit.)
6. INSURANCE : Insurance premium for insurance of the said new building under clause U(ii) hereinabove and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured) other than Section 12 of W.B. Act, XX of 1993.
7. COMMON UTILITIES : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. RESERVES : Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. OTHER : All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor/Developer and/or the Association for the common purposes.

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

SIGNED AND DELIVERED by the
VENDORS /LAND OWNERS at Kolkata in the presence of :
SIGNED AND DELIVERED by the

DEVELOPER at Kolkata

in the presence of :

SIGNED AND DELIVERED by the

PURCHASER at Kolkata in the presence of :

MEMO OF CONSIDERATION

(Rupees only)

VENDOR/DEVELOPER

WITNESSES: _____ Prepared in our office:

Advocate

DATED THIS DAY OF 201

BETWEEN

LAND OWNERS

----- CONFIRMING PARTY/LAND OWNER

MITRA GUHA ASSOCIATES

----- VENDOR/DEVELOPER

AND

----- PURCHASER