

DEED OF SALE

THIS **INDENTURE OF SALE** is made on this day of February, 2019

BETWEEN

SRI SRI MADAN MOHAN JEW THAKUR (PAN: AAAZS4042E), a Hindu deity enshrined at 70, Raja Ram Mohan Roy Road, P.O. Barisha, P.S. Haridevpur, Kolkata- 700 008, represented by its Shebait **SRI DIPPAMAN SAMANTA, (PAN: APWPS4629G)** son of Late Ajit Kumar Samanta, by religion Hindu, by occupation Retired Service Holder; residing at 82/2, Raja Ram Mohan Roy Road, Police Station- Haridevpur, P.O. Barisha, Kolkata-700 008 hereinafter referred to as the "**VENDOR**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **FIRST PART**;

AND

1. _____, having PAN _____, having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, aged about _____ years, by Occupation _____, residing at _____, Post Office _____, Police Station _____, PIN _____ and
(2) _____, having PAN _____, having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, aged about _____ years, by Occupation _____, residing at _____, Post Office _____, Police Station _____, PIN _____, hereinafter (jointly/collectively) referred to as the PURCHASER(S) (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**:

OR

[If the Purchaser is a company]:

_____, having PAN _____, having CIN _____, a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013 having its registered office at _____, Post Office _____, Police Station _____, PIN _____, represented by its Director/Authorized Signatory _____, having PAN _____, having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, residing at _____ Post Office _____, Police Station _____, PIN _____, duly authorized vide board resolution dated _____, hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **SECOND PART**:

OR

[If the Purchaser is a Partnership]:

_____, having PAN _____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, Post Office _____, Police Station _____, PIN _____, represented by its authorized partner _____, having PAN _____, having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, residing at _____, Post Office _____, Police Station _____, PIN _____, duly authorized vide _____ hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and such other person(s) who may be taken or admitted for the benefit of the said partnership, their respective heirs, executors and administrators and assigns), of the **SECOND PART:**

OR

[If the Purchaser is a HUF]

_____, having PAN _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at _____, Post Office _____, Police Station _____, PIN _____, hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF,

and their respective heirs, executors, administrators and permitted assigns) of the **SECOND PART**;

AND

M/s BNBK DEVELOPER LLP, (LLP Identification No. AAD-1857), (PAN: AAOFB6745K) a Limited Liability partnership firm, having its registered office at 40 Maulana Abul Kalam Azad Road, "Ambika Towers", P.S.- Golabari, Howrah- 711101, represented by its one of the designated partners (1) Sri. _____ (PAN: _____), son of _____, by faith Hindu, by occupation Business, residing at _____, P.S.- _____, Kolkata- _____ and hereinafter referred to as "**CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include their successor-in-interest and assigns) of the **THIRD PART**.

WHEREAS:

A. One Sri Behari Lal Samanta was the recorded owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring 9 (nine) decimals, be the same or a little more less, lying and situated in Dag No. 391; ALL THAT piece and parcel of land measuring 1.68 (one point six eight) acres, be the same or a little more less, lying and situated in Dag No. 407; ALL THAT piece and parcel of land measuring 17 (seventeen) decimals, be the same or a little more or less, lying and situated in Dag No. 409; and ALL THAT piece and parcel of land measuring 12 (twelve) Decimals, be the same or a little more or less, lying and situated in Dag No. 410, all under C.S. Khatian No. 355, altogether land measuring 2.06 acres, be the same or a little more less, in Mouza – Siriti, Collectorate Touzi Nos. 35, 177 & 411, R.S. No. 186, J.L. No. 11, Pargana-Magura, within the then South Suburban Municipality, now within the limits of the Kolkata Municipal Corporation, District Sub Registration Office at Alipore, Additional District Sub Registration Office at

Behala, District-South 24-Parganas together with all rights, easements, facilities and amenities appurtenant thereto.

- B. By virtue of a Deed of Settlement (Arpannama) dated 12th February, 1947 (hereinafter referred to as “the said Arpannama”), registered at the office of Joint Sub-Registrar of Alipore at Behala and entered in Book No. I, Volume No. 5, Page Nos. 133 to 136, Being No. 211, for the year 1947, the said Behari Lal Samanta, as Settlor, granted, conveyed and transferred the aforesaid land aggregating and measuring about 2.06 acres absolutely and forever as and by way of creating a private Debuttar property unto and in favour of the Owner herein, represented by the then Sole Shebait Sudhir Kumar Samanta, since deceased.
- C. Subsequent to the execution of the said Arpannama, by virtue of a Deed of Permanent Lease dated 12th February, 1947 executed by the said Sudhir Kumar Samanta, Shebait of the Owner herein and registered at the office of Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 3, Page Nos. 195 to 196, Being No. 212, for the year 1947, the Owner herein granted a permanent lease in respect of ALL THAT piece and parcel of Bagan land measuring 8 decimals equivalent to 5 Cottahs, be the same or a little more less, lying and situated in C.S. Dag No. 407, under C.S. Khatian No. 355 of Mouza–Siriti unto and in favour of one Jugal Kishor Samanta, son of Behari Lal Samanta, since deceased.
- D. During the Revisional Settlement, the Owner herein has been recorded to be absolutely seized and possessed and in absolute ownership of ALL THAT piece and parcel of land measuring 9 (nine) decimals, be the same or a little more less, lying and situated in Dag No. 391, ALL THAT piece and parcel of land measuring 1.60 acres, be the same or a little more less, lying and situated in Dag No. 407, ALL THAT piece and parcel of land measuring 17(seventeen) decimals, be the same or a little more less, lying and situated in Dag No. 409, under R.S. Khatian No. 355; ALL THAT piece and parcel of land measuring 12 (twelve) decimals, be the same or a little more less, lying and

situated in Dag No. 410, under R.S. Khatian No. 345, all together measuring 1.98 acres of Land, all in Mouza – Siriti, District-South 24-Parganas.

- E. Furthermore, during Revisional Settlement, the said Bagan Land measuring 8 Decimals equivalent to 5 Cottahs in C.S Dag No. 407 was changed and/or transformed into R.S. Dag No. 407 of 1178 and C.S. Khatian No.355 thereof was changed and/or transformed in to R.S. Khatian No.799 and the same was recorded in the name of one Jugal Kishor Samanta, since deceased, by virtue of the permanent Lease created in favour of Jugal Kishor Samanta as aforementioned.
- F. After getting the aforesaid property, by virtue of a permanent lease, the said Jugal Kishor Samanta, being seized and possessed of the same constructed one storey building and structure upon it and had been residing thereat with the members of his family.
- G. During his lifetime, the said Jugal Kishor Samanta executed a Will on 26.11.1982, in respect of the properties including the aforesaid property bequeathing the same unto and in favour of the legatees under the Will. It had been stipulated in the Will that the wife of Sarojini Samanta would enjoy the property during her life as life interest holder. After the demise of Sarojini Samanta, the youngest daughter of Jugal Kishor Samanta namely Smt. Annapurna Sarkar would be entitled to get the said property being ALL THAT piece and parcel of land measuring 8 decimals equivalent to 5 Cottahs, be the same or a little more less, together with building and structure standing thereon, lying and situated in C.S Dag No. 407, corresponding to R.S. Dag No. 407/1178, under C.S. Khatian No.355, corresponding to R.S. Khatian No. 799 of Mouza-Siriti.
- H. The said Jugal Kishor Samanta died testate leaving behind the said Will dated 26.11.1982. In terms of the will, Smt. Annapurna Sarkar as named Executrix applied for the grant of Probate of the Will before the Learned District Delegate at

Alipore, which was registered as Act 39 Case No. 416 of 1999 (Probate).

- I. After filing of the said case, the other near relations of the Testator Jugal Kishor Samanta filed their objection and consequently the Probate proceeding became contentious and was converted into a suit, which was marked as Suit No. 22 of 2000 before the Learned District Judge at Alipore and subsequently transferred to the Learned 10th Additional District Judge at Alipore, for adjudication and the same was registered as O.S. No. 4 of 2001. On contested hearing the Learned 10th Additional District Judge granted probate of the Will on 31.05.2002 and on submission of stamp duty, the formal probate was issued on 28.06.2002.
- J. By virtue of the Will and its Probate, the said Smt. Annapurna Sarkar, inter alia, become the Lessee in respect of ALL THAT piece and parcel of Bastu land measuring 8 decimals equivalent to 5 Cottahs, be the same or a little more less, together with building and structure standing thereon, lying and situate at C.S Dag No. 407, corresponding to R.S. Dag No. 407/1178, under C.S. Khatian No.355, corresponding to R.S Khatian No. 799 of Mouza-Siriti.
- K. The said Annapurna Sarkar, as Lessee, got her name mutated in respect of ALL THAT piece and parcel of land measuring 8 decimals equivalent to 5 Cottahs, be the same or a little more less, together with building and structure standing thereon, lying and situated in CS Dag No. 407, corresponding to R.S. Dag No. 407/1178, under C.S. Khatian No.355, corresponding to R.S. Khatian No. 799 of Mouza-Siriti in the records of the Kolkata Municipal Corporation as premises No. 197, Raja Ram Mohan Roy Road, Police Station-Thakurpukur now Haridevpur, Kolkata-700008.
- L. The said Sudhir Kumar Samanta, being the then Shebait of the Owner herein, filed one application before the Learned District Judge, South 24 Parganas at Alipore, being Misc. Case No. 19 of 1986, praying for permission to grant a long term lease in

respect of a portion of the said 1.98 acres of land whereupon the Learned District Judge vide his order dated 13th June, 1986, was pleased to dispose of the said Misc. Case No. 19 of 1986 by passing an order to the effect that no permission of the Court was necessary, since by the said Arpannama only a private debuttar had been created by the Settlor, and that for the benefit and welfare of the deity, the Shebait was at liberty to deal with the property in the manner that might suit the object of the trust or Arpannama. In view of such order, some portions out of said 1.98 acres of land of the Owner were sold and/or leased and/or agreed to be sold by the Shebait.

- M. The said Sudhir Kumar Samanta, being the then Shebait of the Owner herein, by virtue of the relevant provision in the said Arpannama, executed a Deed of Appointment of Shebait on 30th July, 1986 and registered at the office of Additional District Sub-Registrar at Behala and entered in Book No. IV, Volume No. 2, Page Nos. 89 to 96, Being No. 61 for the year 1986, thereby appointing Ajit Kumar Samanta, son of Late Behari Lal Samanta the next Shebait inter alia, on the terms and conditions contained therein.
- N. After becoming the Shebait of the Owner herein by virtue of the aforesaid Deed of Appointment, the erstwhile Shebait viz., Late Sri Ajit Kumar Samanta had been regularly performing the dev seva and all the rituals in respect of the tradition of seva puja of the deity, Sri Sri Madan Mohan Jew Thakur, since the time of death of Sudhir Kumar Samanta.
- O. By and under a Deed of Lease dated 6th October, 1989 and registered at the office of Additional District Sub- Registrar, Behala and entered in Book No. I, being no. 3571 for the year 1989, the Owner herein, represented by the said Shebait, granted a lease for a period of 99 years, in favour of one Ranjit Kumar Ta and Dr. Nimai Chandra Ta in respect of the ALL THAI the piece and parcel of land measuring 3 cottahs, be the same or a little more or less, together with structures constructed thereon, lying and situated in Dag No. 407, under R.S Khatian No. 345 of Mouza - Siriti, J.L. No. 11, at and being

part of Municipal Premises No. 214, Raja Ram Mohan Roy Road, Police Station : formerly Thakurpukur now Haridevpur, Kolkata -700008, inter alia, on terms and conditions contained therein.

- P. By a Development Agreement dated 15th June, 2012 entered between the Owner herein, represented by Sole Shebait AJIT KUMAR SAMANTA, and one M/s. Utsha Mines & Minerals Pvt. Ltd., therein referred to as the Confirming Party and registered at the Office of the District Sub-Registrar-II at Alipore in Book No. I, CD Volume No. 8, Pages 10999 to 11046, Being no. 06717 for the year 2012 (hereinafter referred to as the "the said Agreement dated 15th June, 2012") the said M/s. Usha Mines & Minerals Pvt. Ltd. was appointed to develop ALL THAT piece and parcel of land measuring 2 Bighas 19 Cottahs 15 Chittacks and 25 Square Feet, be the same or a little more or less, consisting of (i) land measuring 44 Cottahs 5 Chittacks 3 square feet in Dag No. 407; (ii) land measuring 9 Cottahs 6 Chittacks, in Dag No. 409 and (iii) land measuring 6 Cottahs 4 Chittacks 22 square feet, lying and situated in Dag No. 410, together with structures constructed thereon, all of under R.S. Khatian No. 355, at Mouza Siriti, J.L. No. 11, at and being part of Premises no. 214 Raja Ram Mohan Roy Road, Police Station Thakurpukur now Haridevpur, Kolkata-700008, morefully described in Part I of Schedule A written hereto, on the terms and conditions contained therein.
- Q. Subsequent thereto, the said Shebait viz. Sri Ajit Kumar Samanta, since deceased, filed an application before the Learned District Judge, South 24 Parganas at Alipore, being Misc. Case No. 403 of 2012, praying for permission to, inter alia, develop and sell the said property of the Owner and such application was disposed off by the Learned District Judge by passing an Order dated 18th January, 2013 (as amended on 21st March, 2013) recording that the Shebait had the right to lease, sell, develop and deal with the properties for the betterment of the Trust of the Debuttar property created by the Settlor.

- R. By a Deed of Surrender of Lease dated 24th May, 2013, made between the Smt. Annapurna Sarkar and the Owner herein and registered at the office of the Additional District Sub-Registrar at Behala in Book No. I Volume no 16 at Pages 5651 to 5668, Being no, 04985 for the year 2013, the said Smt. Annapurna Sarkar surrendered the said lease and relinquished her entire leasehold estate and interest in respect of the said land measuring 8 decimals equivalent to 5 Cottahs, together with building and structure standing thereon, lying and situated in C.S Dag No. 407, corresponding to R.S. Dag No. 407/1178, under C.S. Khatian No. 355, corresponding to R.S. Khatian No. 799 of Mouza-Siriti in the records of the Kolkata Municipal Corporation as premises No. 197, Raja Ram Mohan Roy Road, Police Station-Thakurpukur now Haridevpur, Kolkata-700008 in favour of the Owner herein and delivered khas physical and vacant possession thereof to the Owner herein.
- S. Further, by a Deed of Surrender of Lease dated 24th May, 2013, made between the said Ranjit Kumar Ta and Nimai Chandra Ta and the said Owner herein and registered at the office of Additional District Sub- Registrar Behala, in Book No. 1, Being No. 04985 Pages 5651 to 5668 for the year 2013, the said Ranjit Kumar Ta and Nimai Chandra Ta duly surrendered their respective leasehold right, title and interest in respect of the said land measuring 3 cottahs, be the same or a little more or less, together with structures constructed thereon, lying and situated in Dag No. 407, under R.S. Khatian No. 345 of Mouza Siriti, J.L. No. 11, at and being part of Municipal Premises No. 214, Raja Ram Mohan Roy Road, Police Station Thakurpukur now Haridevpur, Kolkata -700 008 and delivered khas physical and vacant possession thereof to the Owner herein.
- T. The said M/s. Utsha Mines & Minerals Pvt. Ltd. entered into a further understanding with the Owner to develop the aforesaid land measuring about 5 Cottahs in Dag No. 407/1179 under Khaitan No.799 with structures constructed thereon situate at Mouza Siriti, J.L. No. 11, P.S. - Haridevpur (previously Tollygunge) being portion of premises No.197 Raja Ram Mohan Roy Road, Kolkata 700 008 together with the said land

measuring about 3 Cottahs in Dag No. 407 under R.S. Khaitan No. 345 with structures thereon at Mouza - Siriti, J.L. No. 11, P.S. - Haridevpur (previously Tollygunge), being portion of premises No. 214 Raja Ram Mohan Roy Road, Kolkata 700 008.

- U. Subsequently, however, by mutual agreement between the Owner and the said M/s. Utsha Mines & Minerals Pvt. Ltd., the Development Agreement dated 15th June, 2012 was mutually cancelled and/or delivered up and/or revoked thereby entitling the Owner to enter into a separate Development Agreement with the Developer/Promoter herein viz. M/s. BNBK Developer LLP with the consent and concurrence of the said M/s. Utsha Mines & Minerals Pvt. Ltd.
- V. Pursuant to and in terms of the aforesaid, by a Development Agreement dated 17th July, 2015 executed between the said Sri. Sri. Madan Mohan Jew Thakur represented by its then Shebait Ajit Kumar Samanta, since deceased and the said M/s. BNBK Developer LLP, the Developer/Promoter herein and registered at the Office of Additional Registrar of Assurance-I, Kolkata in Book No. I, Volume No. 1901-2015, Pages 59280 to 59368 Being No. 190105904 for the year 2015, hereinafter referred to as the Development Agreement, the Developer/Promoter herein was appointed to develop land measuring 3 (Three) Bighas 9 (Nine) Cottahs 15 (Fifteen) Chittacks 25 (Twenty-five) Square Feet comprising of (a) FIRSTLY ALL THAT the land measuring about 2 Bighas 19 Cottahs 15 Chittacks and 25 Square Feet consisting of (i) 44 Cottahs 5 Chittacks 3 square feet in Dag No. 407, (ii) 9 Cottahs 6 Chittacks in Dag No. 409 and (iii) 6 Cottahs 4 Chittacks 22 square feet in Dag No. 410 together with structures constructed thereon, all of under R.S. Khatian No. 355, Mouza - Siriti, J.L. No. 11, at and being part of Premises No. 214 Raja Ram Mohan Roy Road, Police Station : Haridevpur, Kolkata -700008 Police Station Haridevpur within the limits of Kolkata Municipal Corporation, under Ward No. 122; (b) SECONDLY ALL THAT the piece and parcel of land measuring about 8 decimals equivalent to 5 Cottahs, lying and situate in Dag No. 407/1178, under C.S. Khatian No. 355 of Mouza-Siriti at and being Premises no. 197 Raja Ram Mohan

Roy Road, Kolkata 700 008, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 122; (c) THIRDLY ALL THAT the piece and parcel of land measuring about 3 Cottahs, whereupon structure standing thereon, lying and situated in Dag No. 407, under C.S. Khatian No.355 of Mouza Siriti, J.L. No. 11, Police Station: Haridevpur at and being Premises No. 214C, Raja Ram Mohan Roy Road, Police Station: Haridevpur, Kolkata – 700 008 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 122.

- W. Subsequent thereto all that aforementioned property admeasuring 3 Bighas 9 Cottahs 8 Chittacks and 12 Square Feet, be the same or a little more less was amalgamated and renumbered as 214, Raja Ram Mohan Roy Road comprised in Dag No. situated in Dag Nos. 391, 407, 409 under Khatian No. 355 Mouza - Siriti, J.L. No. 11, P.S. – Haridevpur, Kolkata – 700 008 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 122 (hereinafter referred to as “Said Property”) and was mutated in the name of the Owner and its present sole shebait Sri Dippaman Samanta by the Kolkata Municipal Corporation.
- X. Pursuant to the said Development Agreement, the Confirming Party herein obtained final layout plan, sanctioned plan being no. No. 2018130284, dated January 24, 2019 and shall include all subsequent sanctions, additions/alterations made from time to time, specifications and approvals for the Project and also for the apartment from Kolkata Municipal Corporation on the said Property and got the same registered under the provisions of the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no._____;
- Y. By an Agreement dated _____ executed between the Owner, the Vendor herein and the Developer/Promoter, the Confirming Party herein and the Purchaser/ Allottee, the Purchaser herein, the said unit (morefully described in Schedule A-1 hereunder)

was allotted to the Purchaser on terms and conditions morefully contained therein.

Z. The Confirming Party pursuant to and in terms of Agreement dated _____ has completed the construction of the Project called "AMBIKA ICON" and the PURCHASER has requested the VENDOR and the Confirming Party herein to execute and register a formal Deed of Conveyance in favour of the PURCHASER convening and/or transferring the said unit in furtherance to the said Agreement dated _____ executed between the parties hereto.

AA. The VENDOR being desirous to sell and the PURCHASER being interested to purchase, the parties hereto have now agreed that the said Unit (morefully described in Schedule A-1) and the rights and properties appurtenant thereto be sold conveyed and transferred free from all encumbrances, charges, liens, lispensens, acquisitions, requisitions, attachments, trusts of whatsoever nature at and for the consideration of a sum of Rs. _____ and on terms and conditions contained hereinafter.

NOW THIS INDENTURE WITNESSETH THE FOLLOWING:

1. In pursuance of the said registered Agreement for Sale no....., dated _____ and in consideration of Rs. _____ of the lawful money of the Union of India paid by the PURCHASER to the VENDOR as will appear from the memo of consideration hereunder written (the receipt of which the VENDORS herein do and each of them doth hereby admit and acknowledge and the VENDORS herein do and each of them doth hereby acquit, release and forever discharge the PURCHASER from payment of the same and every part thereof as well as the Said Property hereby intended to be sold, transferred and conveyed the Vendors do hereby indefeasibly grant, sell, transfer and convey assign and assure unto and to the Purchaser **ALL THAT** land measuring 3 Bighas 9 Cottahs 8 Chittacks and 12 Square Feet, be the same or a little more less being Premises No. 214, Raja Ram Mohan Roy Road comprised and situated in Dag Nos. 391, 407, 409 under Khatian No. 355 Mouza -

Siriti, J.L. No. 11, P.S. – Haridevpur, Kolkata – 700 008 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 122 (hereinafter referred to as the **“SAID PROPERTY”**), more fully hereunder written in the Schedule “A”, together with all easement right appurtenant to the said land being the said Schedule property hereby conveyed, transferred, expressed or intended so to be the VENDORS herein do and each of them doth hereby grant, transfer, convey, sell, transfer, assign and assure to and unto and in favour of the PURCHASER herein the unit in the “AMBIKA ICON” Project on the said property **TOGETHER WITH** all amenities and facilities attached thereto or to be provided therewith **OR HOWSOEVER OTHERWISE** the said Schedule property, butted, bounded, called, known, numbered, described or distinguished **TOGETHER WITH ALL AND SINGULAR** all erections, walls, structures, fixtures and soil thereof sewers, drains, ways, paths, passages, water sources, lights, rights, benefits of ancient or other rights, liberties, easements, privileges., profits, advantages and appurtenances whatsoever thereto belonging or in any wise appertaining to or with the same or any part thereof now are or is or at any time heretofore were held, used, occupied or enjoyed therewith or reputed to belong or deemed taken or known as part, parcel and number thereof or appurtenant thereto **AND TOGETHER WITH** the right to use the common areas installations and facilities in common with the Co-Purchaser and the other Owners and the other lawful occupants of the Said Property **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 Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser **TO HAVE AND TO HOLD** the said property, hereby granted, transferred, sold, conveyed, assigned and assured **TO AND UNTO** and to the use of the PURCHASER free from all encumbrances and absolutely and forever AND SUBJECT to the payment of the common expenses and the Municipal and other rates and taxes payable to the Maintenance Society and further subject to the observance and compliance of the covenants for the beneficial use and enjoyment of the said Unit exclusively and the common parts

portions and facilities in the manner aforesaid but in common with other users or occupiers at the premises.

2. THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER:

a) THAT notwithstanding any act deed matter or thing whatsoever by the Vendor done or executed or knowingly suffered to the contrary the Vendors are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to said Unit and the rights and 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) AND THAT the said unit in the “AMBIKA ICON” Project and all other rights and benefits hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and each of them are now free from all encumbrances whatsoever.

c) AND THAT the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said unit and the rights and properties appurtenant thereto or any part thereof through under or in trust for the Vendor 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 lawful acts deeds or things whatsoever for further better or more perfectly assuring the said unit and the rights and 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.

d) AND THAT the Purchaser shall and may from time to time and at all times hereafter peacefully and quietly hold possess use and enjoy the unit in the “AMBIKA ICON” Project and other benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid and every part thereof without any lawful

hindrance, eviction, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person equitably claiming from under or in trust for him the Vendor.

e) AND THAT the Vendor do 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 shall produce or cause to be produced to the Purchaser or to his 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 will permit such documents of title to be examined inspected and given in evidence and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts and abstracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncalled.

f) AND THAT the Vendor shall indemnify and keep the Purchaser fully discharged saved harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lis pendens, uses, debuttars, trusts, claim and demands whatsoever created occasioned or by the Vendor or any person lawfully or equitably or rightfully claiming aforesaid.

g) AND ALSO THAT the Vendor has not at any time done or executed or knowingly suffered or been partly or privy to any act deed matter or thing whereby the said unit of the Purchaser in the "AMBIKA ICON" Project or any part thereof can or may be impeached encumbered or affected in title.

3. AND THE PURCHASER HEREBY COVENANTS WITH THE VENDOR:

a) THAT the Purchaser shall use the Said Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing

of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Said Unit or any activity which may cause nuisance or annoyance to the Co-owners.

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

c) THAT the Purchaser shall not at any time hereafter and for any reason whatsoever make any claim in other units or other common passages and portions in the said "AMBIKA ICON" Project;

d) AND THAT the said unit being sold transferred and conveyed in the manner aforesaid shall be impartible for any reason whatsoever;

e) AND THAT the Purchaser shall co-operate in the management and maintenance of the said project '**AMBIKA ICON**'.

f) AND THAT the Purchaser shall observe, comply and abide by the rules framed from time to time by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.

g) AND THAT the Purchaser shall pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.

h) AND THAT the Purchaser shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Purchaser shall be liable to pay interest @2% per mensem on the due amounts and if such default shall

continue for a period of three months then and in that event the Purchaser shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said project and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Purchaser hereby consents to the same:

- i) to discontinue the supply of electricity to the "Said Unit".
- ii) to disconnect the water supply
- iii) not to allow the usage of lifts, either by Purchaser, his/her/their family members, domestic help and visitors.
- iv) to discontinue the facility of DG Power back-up
- v) to discontinue the usage of all amenities and facilities provided in the said project '**AMBIKA ICON**' to the Purchaser and his/her/their family members/guests.

The above said discontinuation of some services and facilities shall not be restored until such time the Purchaser have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Purchaser.

- i) AND THAT the Purchaser shall use the said flat/unit for residential purpose only.
- j) AND THAT the Purchaser shall use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.
- k) AND THAT the Purchaser shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.

l) AND THAT the Purchaser shall not 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 Building and/or the adjoining building/s.

m) AND THAT the Purchaser shall not place or cause to be placed any article or object in the common area.

n) AND THAT the Purchaser shall not injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.

o) AND THAT the Purchaser shall not park any vehicle 2/4-wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Purchaser.

p) AND THAT the Purchaser shall not make any addition, alteration in the structure of the building, internally within the flat or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.

q) AND THAT the Purchaser shall not slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said Project.

r) AND THAT the Purchaser shall not keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by

percolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said project.

s) AND THAT the Purchaser shall not close or permit the closing of verandas or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandas, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Unit' which in the opinion of the Promoter / Society / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Society / Association may affect the elevation in respect of the exterior walls of the said building.

t) AND THAT the Purchaser shall not use the said unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

u) AND THAT the Purchaser shall not use the car parking space, if allotted or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.

v) AND THAT the Purchaser shall not let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a

whole with the said Flat to anyone else or excepting to a person who owns a Flat in the building and the Purchaser will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.

w) AND THAT the Purchaser shall not encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of deed of sale for the said flat / unit in favour of the Purchaser.

x) AND THAT the Purchaser shall use the Community Hall for small functions of their families or for the meeting of flat owners or for the use of any function / meeting by all the flat owners of the project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said project '**AMBIKA ICON**' for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

y) AND THAT the Purchaser shall strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall, Swimming Pool and Gymnasium. To pay for, in case of exclusive use

of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.

z) AND THAT the Purchaser shall ensure that all interior work of furniture, fixtures and refurbishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Purchasers.

4. In the event of the Confirming Party obtaining sanction for further additional construction into or upon the said property they shall be entitled to do so, and the Purchaser agrees not to raise any objection whatsoever or howsoever. However, in case of any addition or alteration in the sanction plan and the Purchasers Unit are touched upon, then Purchaser written consent shall be taken.

5. It is further covenant between the Vendors and the Purchaser that the peaceful possession of the said property has been delivered by the Vendors and received by the Purchaser.

SCHEDULE "A"
(Said Property)

ALL THAT piece and parcel of land measuring 3 Bighas 9 Cottahs 8 Chittacks and 12 Square Feet, be the same or a little more less, lying and situated in Dag Nos. 391, 407, 409 under Khatian No. 355 Mouza - Siriti, J.L. No. 11, P.S. – Haridevpur being Municipal Premises No. 214, Raja Ram Mohan Roy Road, Police Station- Haridevpur, P.O. Barisha, Kolkata-700008, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 122, District Sub Registration office at Alipore, Additional District Sub Registration office at Behala, District: South 24- Parganas together with all right of easements, common facilities and amenities annexed thereto, which is butted and bounded:-

ON THE NORTH BY : Raja Ram Mohan Roy Road & Premises
No. 214A, Raja Ram Mohan Roy Road;

- ON THE SOUTH BY : Premises No. 205A/1 & 205A, Raja Ram Mohan Roy Road & K.M.C. Road;
- ON THE EAST BY : K.M.C. Road;
- ON THE WEST BY : K.M.C. Road & Premises No.214A Raja Ram Mohan Roy Road.

SCHEDULE 'A-1'

(Said Unit)

All That the Apartment No.____, containing a carpet area of _____ Sq. Ft., type _____ BHK, with Exclusive balcony area of ____ Sq. Ft., with Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of _____ Sq. Ft., chargeable area being _____ sq.ft be the same a little more or less on the _____ Floor of the Block No.____ of the Project to be known as “**AMBIKA ICON**” together with right to park _____ car at the open/covered/MLCP (dependent/independent) parking space in the ground floor level being no.____ situated within the said Project on the said Land together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in **Schedule-E**, of the said project ‘**AMBIKA ICON**’ at Premises No.214, Raja Ram Mohan Roy Road, Police Station- Haridevpur, P.O. Barisha, Kolkata – 700 008.

(Specifications, Amenities, Facilities)

FOUNDATION AND STRUCTURE

RCC frames structure with pile foundation.

WALL FINISH

Gypsum plaster for extra finish.

FLOORING

Vitrified tiles in bedrooms, living & dining room.

Skirting of same as floor.

DOOR AND WINDOWS

Door frame : made of wood

Main door : polished /painted solid core flush doors

Main door fittings : Reputed make with latch & eyepiece

Internal Door : Painted flush doors with hardware fittings

Windows : Fully glazed anodized/power coated aluminium/UPVC with glass panes.

KITCHEN

Granite Counter top.

Dado of ceramic tiles upto 2 feet above kitchen counter.

Stainless Steel Sink.

Exhaust fan Point.

Flooring: Anti-Skid ceramic tiles.

TOILET

Flooring: Anti-Skid ceramic tiles.

Toilet walls: Ceramic tiles on the walls.

Sanitary ware of reputed make.

CP fittings of reputed make.

Electrical point for geyser & exhaust fan.

Provision for hot/cold water line.

ELECTRICALS

Concealed copper wiring of reputed brands.

Telephone and/or Internet wiring in living or dining area.

Electrical points in all bedrooms, living, dining, kitchen & toilets.

Modular switches of reputed brands.

DTH/Cable TV cabling in all bedrooms and living room.

ELEVATORS

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

COMMON LIGHTING

Overhead illumination for compound and street lighting.

Necessary illumination in all lobbies, Staircases and common areas.

COMMON AREAS

Well-designed common lobbies.

Sufficient power back up facilities.

Designer lobby with premium tiles / marble finish flooring.

STAIRCASE

Flooring Marble/ Kota stones.

SECURITY & FIRE PREVENTION

Video door phone and intercom facility in each unit.

CCTV surveillance in the complex.

Fire fighting systems as per recommendation of The Fire & Emergency. Services, Govt. of West Bengal (As per Provisional NOC).

EMERGENCY EVACUATION SERVICES:

Fire refuge area on 5th floor of the building and premise is connected with the K.M.C. Black Top Road on North side of the building.

WATER SUPPLY

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

GENERATOR

Provision for standby supply in Common area and also limited supply to every unit.

(Common Areas, Amenities & Facilities)

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

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

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

Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Electrical installations relating to meter for

receiving electricity from CESC Ltd., (c) Pump and Motor, (d) Lift with all its installations, (e) Diesel Generator Set with its installations, backup power to each unit (s) Intercom /CCTV.

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

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

B: Amenities & Features

- Children's Play Area
- Community Hall
- Indoor Games Room
- Gymnasium
- Swimming Pool
- Multi activities on terrace

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of **Rs.** **/(Rupees -----**
-----) Only, being the full consideration as per Memo.

- 1]
- 2]
- 3]
- 4]
- 5]
- 6]

SIGNED SEALED AND
DELIVERED by the
PURCHASER at Kolkata in the
presence of:

1.

(PUCHASER)

SIGNED SEALED AND
DELIVERED by the
PURCHASER at Kolkata

DEVELOPER/CONFIRMING
PARTY