

**THIS INDENTURE** is made on this                      day of

**BETWEEN (1) SUSHIL KUMAR AGARWAL**, son of Kanhiya Lal Agarwal, Holding PAN : ACIPA8602Q, residing at 6/7, New Seal Lane, Howrah 711101, P. O. & Police Station Howrah, **(2) KANHIYA LAL AGARWAL**, son of Late Nanak Ram Agarwal, Holding PAN ACYPA6425B, residing at 6/7, New Seal Lane, Howrah 711101, P. O. & Police Station Howrah, **(3) SHYAM SUNDAR AGARWAL**, son of Kanhiya Lal Agarwal, Holding PAN: ACJPA0586A, residing at 7, Nityadhan Mukherjee Road, P. O.& Police Station : Howrah, Howrah 711101, **(4) SUSHIL KUMAR AGARWAL, HUF**, Holding PAN : AAFHS6362G, having its registered Office at 6/7, New Seal Lane, Howrah 711101, P. O. & Police Station Howrah, represented by its Karta **SUSHIL KUMAR AGARWAL**, son of Kanhiya Lal Agarwal, residing at 6/7, New Seal Lane, P. O.& Police Station Howrah, Howrah-711101, **(5) SURENDRA AGARWAL**, son of Sushil Kumar Agarwal, Holding PAN : ANEPA3657N, residing at 6/7, New Seal Lane, P. O.& Police Station : Howrah, Howrah-711101, **(6) JAMINI TRADING PVT. LTD.**, a Company incorporated under companies Act, 1956, Holding PAN AAACJ8637R, having its registered Office at 6/7, New Seal Lane, Howrah 711101, Police Station :Howrah. Represented by one of its Directors, **RAHUL AGARWAL**, son of Sushil Kumar Agarwal, Holding PAN: ANEPA3656P, residing at 6/7, New Seal Lane, P. O. & Police Station : Howrah, Howrah-711101, **(7) NEELAM AGARWAL**, wife of Sushil Kumar Agarwal, Holding PAN : ACXPA1539R, residing at 6/7, New Seal Lane, Howrah-711101, Police Station Howrah, **(8) DEEPAK JALAN**, son of Late Parmeshwar Lal Jalan, Holding PAN: ACLPJ8351J, residing at 82/1, Dr. Abani Dutta Road, P.O. Salkia, Police Station-Golabari, Howrah-711106, **(9) RAJESH KUMAR SHARMA**, son of Late Budhram Sharma, Holding PAN : ATCPS5240B, residing at 2, Bijay Kumar Mukherjee Raod, P.O. Salkia, Police Station Golabari, Howrah-711106, **(10) CHANDAN ROY**, son of Madhusudan Roy, Holding PAN : AERPR8389E, residing at AJ-303, Salt Lake City, Sector-II, P.O. Sech Bhawan, Police Station Bidhannagar, Kolkata 700091, **(11) BHABOTOSH GHOSH**, son of Sanjoy Ghosh, Holding PAN ALUPG9543K, residing at F-GG, DD-53, Shubham Appt. East Narayantala, Aswini Nagar, P.O. & P.S. Baguiati, Kolkata-700159, **(12) SULATA ROY**, Daughter of Madhusudan Roy, Holding PAN :AEPPR8972M residing at AJ-303, Salt Lake City, Sector-II, P.O. Sech Bhawan, Police Station : Bidhannagar, Kolkata-700091, **(13) HEMANT SHARMA**, son of Rajesh Kumar Sharma, Holding PAN : ATCPS5209A, residing at 2, Bijay Kumar Mukherjee Road, P.O. Salkia, Police Station : Golabari, Howrah 711106, 1 to 13 represented by their duly Constituted Attorney **KANHAIYA REALTORS PRIVATE LIMITED**, a private limited company within the provisions of the Companies Act, 1956, holding PAN: AAACD8862G, having its registered office at 6/7, New Seal Lane, P.O. & P.S. Howrah, Howrah-711101, represented by one of its Directors **SURENDRA AGARWAL**, son of Sushil Kumar Agarwal, Holding PAN : ANEPA3657N, residing at 6/7, New Seal Lane, P. O.& Police Station : Howrah, Howrah-711101, by virtue of Registered Power of Attorney dated 13<sup>th</sup> May,2016 and the same was Registered before A.R.A.-III, Kolkata and recorded in Book No.IV, Volume No.1903-2016, Pages 70532 to 70593 Deed No.190302957, for the year 2016, and thereafter resolution taken by Board of Directors of KANHAIYA REALTORS PRIVATE LIMITED on 1<sup>st</sup> June,2016 **(14) VINOD KUMAR AGARWAL**, son of Late Prem Kumar Agarwal, Holding PAN : AAAPA2890C residing at E-310, Gauri Sadan, 5, Hailey Road, New Delhi 110001, Police station Barakhamba Road, **(15) SANGEETA AGARWAL**, wife of Vinod Kumar Agarwal, Holding PAN : AACPA3219R, residing at E-301, Gauri

Sadan, 5, Hailey Road, New Delhi 110001, Police Station Barakhamba Road, **(16) HARSH VARDHAN AGARWAL**, son of Vinod Kumar Agarwal, Holding PAN : AIOPA1799A, residing at E-301, Garui Sadan, 5, Hailey Road, New Delhi 110001, Police Station : Barakhamba Road, **(17) AYUSH VARDHAN AGARWAL**, son of Vinod Kumar Agarwal, Holding PAN : AOFPA4055C, residing at E-301, Garui Sadan, 5, Hailey Road, New Delhi 110001, Police Station : Barakhamba Road, **(18) VINOD AGARWAL HUF**, represented by its Karta **VINOD KUMAR AGARWAL**, son of Late Prem Kumar Agarwal, Holding PAN : AAAHV4241C, having its registered office at E-301, Gauri Sadan, 5, Hailey Road, New Delhi 110001, Police Station : Barakhamba Road, 14 to 18 represented by their duly Constituted Attorney **SUSHIL KUMAR AGARWAL**, son of Kanhiya Lal Agarwal, Holding PAN : ACIPA8602Q, residing at 6/7, New Seal Lane, Howrah 711101, Police Station Howrah, by virtue of Registered Power of Attorney dated 30<sup>th</sup> July,2015 and the same was Registered before Sub Registrar VII New Delhi, and recorded in Registration No.914, Book No.4, Volume No.1584, Pages 129 to 135 on this date 30.07.02015, hereinafter jointly called and referred to as the **'OWNERS'** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include (1) In case he or she be an individual then his/her heirs, legal representatives, executors, administrators and assigns. (2) In case a Hindu Undivided Family, then its Karta and Members for the time being, their survivors and respective heirs, legal representatives, executors, administrators and assigns. (3) In case a Company, then its successor or successors-in-office and assigns) of the **FIRST PART:**

**AND**

\_\_\_\_\_ hereinafter jointly referred to as “the **PURCHASERS**” of the **SECOND PART** : shall mean and include:

- (a) If he/she be an individual, then his/her respective heirs, executors, administrators, legal representatives and permitted assigns;
- (b) If it be a Hindu Undivided Family, then its members for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
- (c) If it be a Company or a Limited Liability Partnership under the Limited Liability Partnership Act, 2008, then its successor or successors in interest and permitted assigns;
- (d) If it be a Partnership Firm under the Indian Partnership Act, 1932, then its partners for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
- (e) If it be a Trust, then its Trustees for the time being and their successor(s)-in-office and assigns;

**AND**

**KANHAIYA REALTORS PRIVATE LIMITED**, previously named and known as **M/S. DREAM HOMES PRIVATE LIMITED**, a private limited company within the provisions of the Companies Act, 1956, holding PAN: AAACD8862G, having its registered office at 6/7, New Seal Lane, P.O. & P.S. Howrah, Howrah-711101,

represented by one of its Directors **SURENDRA AGARWAL**, son of Sushil Kumar Agarwal, Holding PAN : ANEPA3657N, residing at 6/7, New Seal Lane, P. O.& Police Station : Howrah, Howrah-711101, hereinafter referred to as **“the PROMOTER”** (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor-in-interest and assigns) of the **THIRD PART** :

**W H E R E A S :**

A. The following terms and expressions shall in these presents have the respective meanings assigned to them herein-below, unless the same be contrary or repugnant to the subject or context :

A.1 **“Act”** Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).

A.2 **“Rules”** Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.

A.3 **“Regulation”** means the Regulations made under **the** West Bengal Housing Industry Regulation Act 2017.

A.4 **“Section” means** a section of the Act

**AND WHEREAS** the **BJM INDUSTRIES LIMITED** (Formerly Bengal Jute Mills Company Ltd.), a Company incorporated within the meaning of the Companies Act, 1956 Holding PAN: AABC3681N, having its Registered Office at 8, Binoy Badal Dinesh Bag (East), Kolkata-700001, P.S. Hare Street, was continued to remain absolutely seized and possessed of or otherwise well and sufficiently entitled, inter alia, to ALL THAT the divided and demarcated piece or parcel of Mourashi Mokarari land measuring more or less 6 (Six) Bighas 9 (Nine) Cottahs 5 (Five) Chittacks 37 (Thirty seven) Sq.ft. together with brick built Buildings and structures constructed/erected thereon or part thereof situate lying at and being a portion of the Larger Premises i.e. Municipal Holding No.493B, Grand Trunk Road (South), P.S. Shibpur, Sub-Registration Office Howrah within the limits of Howrah Municipal Corporation in the District of Howrah, hereinafter called and referred as the TOTAL PROPERTY more fully described in the **PART-I OF FIRST SCHEDULE** written hereunder.

**AND WHEREAS BJM INDUSTRIES LIMITED** by executing eighteen Registered Deeds of conveyance on 21<sup>st</sup> October, 2011 at the A.A.R.-I, Kolkata, sold, conveyed, transferred the TOTAL PROPERTY in the following manner :-

1. **ALL THAT** land measuring more or less 7(Seven) Cottahs 2 (Two) Chittacks 26 (Twenty Six) Sq.ft. being undivided 5.6% Share or interest in the total Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chittacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon at and being Premises No. 493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, under Howrah Municipal Corporation Ward No.36, to **SUSHIL KUMAR**

**AGARWAL** and the said Deed was recorded in Book No.I, CD Volume No.20, Pages 6667 to 6684, Being No.09226 for the year 2011.

2. **ALL THAT** land measuring more or less 7(Seven) Cottahs 2 (Two) Chattacks 26 (Twenty Six) Sq.ft. being undivided 5.6% Share or interest in the total Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon at and being Premises No. 493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, under Howrah Municipal Corporation Ward No.36, to **KANHIYA LAL AGARWAL** and the said Deed was recorded in Book No.I, CD Volume No.20, Pages 6883 to 6900, Being No.09238 for the year 2011.
3. **ALL THAT** land measuring more or less 7(Seven) Cottahs 2 (Two) Chattacks 26 (Twenty Six) Sq.ft. being undivided 5.6% Share or interest in the total Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon at and being Premises No. 493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, under Howrah Municipal Corporation Ward No.36, to **NEELAM AGARWAL** and the said Deed was recorded in Book No.I, CD Volume No.20, Pages 6721 to 6738, Being No.09229 for the year 2011.
4. **ALL THAT** land measuring more or less 7(Seven) Cottahs 2 (Two) Chattacks 26 (Twenty Six) Sq.ft. being undivided 5.6% Share or interest in the total Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon at and being Premises No. 493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, under Howrah Municipal Corporation Ward No.36, to **SHYAM SUNDAR AGARWAL** and the said Deed was recorded in Book No.I, CD Volume No.20, Pages 6793 to 6810, Being No.09233 for the year 2011.
5. **ALL THAT** land measuring more or less 7(Seven) Cottahs 2 (Two) Chattacks 26 (Twenty Six) Sq.ft. being undivided 5.6% Share or interest in the total Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon at and being Premises No. 493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, under Howrah Municipal Corporation Ward No.36, to **SURENDRA AGARWAL** and the said Deed was recorded in Book No.I, CD Volume No.20, Pages 6865 to 6882, Being No.09237 for the year 2011.
6. **ALL THAT** land measuring more or less 7(Seven) Cottahs 2 (Two) Chattacks 26 (Twenty Six) Sq.ft. being undivided 5.6% Share or interest in the total Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon at and being Premises No. 493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, under Howrah Municipal Corporation Ward No.36, to **JAMINI TRADING (P)**

**LTD.** and the said Deed was recorded in Book No.I, CD Volume No.20, Pages 6919 to 6936, Being No.09240 for the year 2011.

7. **ALL THAT** land measuring more or less 7(Seven) Cottahs 2 (Two) Chattacks 26 (Twenty Six) Sq.ft. being undivided 5.6% Share or interest in the total Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon at and being Premises No. 493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, under Howrah Municipal Corporation Ward No.36, to **VINOD KUMAR AGARWAL** and the said Deed was recorded in Book No.I, CD Volume No.20, Pages 6901 to 6918, Being No.09239 for the year 2011.
8. **ALL THAT** land measuring more or less 7(Seven) Cottahs 2 (Two) Chattacks 26 (Twenty Six) Sq.ft. being undivided 5.6% Share or interest in the total Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon at and being Premises No. 493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, under Howrah Municipal Corporation Ward No.36, to **SANGEETA AGARWAL** and the said Deed was recorded in Book No.I, CD Volume No.20, Pages 6937 to 6954, Being No.09241 for the year 2011.
9. **ALL THAT** land measuring more or less 7(Seven) Cottahs 2 (Two) Chattacks 26 (Twenty Six) Sq.ft. being undivided 5.6% Share or interest in the total Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon at and being Premises No. 493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, under Howrah Municipal Corporation Ward No.36, to **HARSH VARDHAN AGARWAL** and the said Deed was recorded in Book No.I, CD Volume No.20, Pages 6685 to 6702, Being No.09227 for the year 2011.
10. **ALL THAT** land measuring more or less 7(Seven) Cottahs 2 (Two) Chattacks 26 (Twenty Six) Sq.ft. being undivided 5.6% Share or interest in the total Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon at and being Premises No. 493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, under Howrah Municipal Corporation Ward No.36, to **AYUSH VARDHAN AGARWAL** and the said Deed was recorded in Book No.I, CD Volume No.20, Pages 6703 to 6720, Being No.09228 for the year 2011.
11. **ALL THAT** land measuring more or less 7(Seven) Cottahs 2 (Two) Chattacks 26 (Twenty Six) Sq.ft. being undivided 5.6% Share or interest in the total Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon at and being Premises No. 493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, under Howrah Municipal Corporation Ward No.36, to **VINOD KUMAR**

**AGARWAL HUF** and the said Deed was recorded in Book No.I, CD Volume No.20, Pages 6829 to 6846, Being No.09235 for the year 2011.

12. **ALL THAT** land measuring more or less 7(Seven) Cottahs 2 (Two) Chattacks 26 (Twenty Six) Sq.ft. being undivided 5.6% Share or interest in the total Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon at and being Premises No. 493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, under Howrah Municipal Corporation Ward No.36, to **RAJESH KUMAR SHARMA** and the said Deed was recorded in Book No.I, CD Volume No.20, Pages 6739 to 6756, Being No.09230 for the year 2011.
13. **ALL THAT** land measuring more or less 6 (Six) Cottahs 2 (Two) Chattacks 10 (Ten) Sq.ft. being undivided 4.8% Share or interest in the total Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon at and being Premises No. 493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, under Howrah Municipal Corporation Ward No.36, to **DEEPAK JALAN** and the said Deed was recorded in Book No.I, CD Volume No.20, Pages 6973 to 6990, Being No.09243 for the year 2011.
14. **ALL THAT** land measuring more or less 7(Seven) Cottahs 2 (Two) Chattacks 26 (Twenty Six) Sq.ft. being undivided 5.6% Share or interest in the total Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon at and being Premises No. 493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, under Howrah Municipal Corporation Ward No.36, to **HEMANT SHARMA** and the said Deed was recorded in Book No.I, CD Volume No.20, Pages 6955 to 6972, Being No.09242 for the year 2011.
15. **ALL THAT** land measuring more or less 7(Seven) Cottahs 2 (Two) Chattacks 26 (Twenty Six) Sq.ft. being undivided 5.6% Share or interest in the total Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon at and being Premises No. 493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, under Howrah Municipal Corporation Ward No.36, to **CHANDAN ROY** and the said Deed was recorded in Book No.I, CD Volume No.20, Pages 6757 to 6774, Being No.09231 for the year 2011.
16. **ALL THAT** land measuring more or less 7(Seven) Cottahs 2 (Two) Chattacks 26 (Twenty Six) Sq.ft. being undivided 5.6% Share or interest in the total Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon at and being Premises No. 493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, under Howrah Municipal Corporation Ward No.36, to **SULATA ROY** and the

said Deed was recorded in Book No.I, CD Volume No.20, Pages 6811 to 6828, Being No.09234 for the year 2011.

17. **ALL THAT** land measuring more or less 7(Seven) Cottahs 2 (Two) Chattacks 26 (Twenty Six) Sq.ft. being undivided 5.6% Share or interest in the total Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon at and being Premises No. 493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, under Howrah Municipal Corporation Ward No.36, to **BHABOTOSH GHOSH** and the said Deed was recorded in Book No.I, CD Volume No.20, Pages 6775 to 6792, Being No.09232 for the year 2011.

18. **ALL THAT** land measuring more or less 7(Seven) Cottahs 2 (Two) Chattacks 26 (Twenty Six) Sq.ft. being undivided 5.6% Share or interest in the total Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon at and being Premises No. 493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, under Howrah Municipal Corporation Ward No.36, to **SUSHIL KUMAR AGARWAL (HUF)** and the said Deed was recorded in Book No.I, CD Volume No.20, Pages 6847 to 6864, Being No.09236 for the year 2011.

**AND WHEREAS** by virtue of the above mentioned act, deeds, things the Owners herein became the absolute Owners of the TOTAL PROPERTY i.e. **ALL THAT** Land measuring more or less 6 (Six) Bighas 9 (Nine) Cottahs 5 (Five) Chattacks 37 (Sq.ft.) Sq.ft. TOGETHER WITH structure standing thereon and being presently Holding/Premises No.493B, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, Howrah Municipal Corporation Ward No.36, District Registration Office at Howrah particularly described in the **PART-I OF THE FIRST SCHEDULE** and got their names mutated in records of Howrah Municipal Corporation and the new Premises No.493/B/66, G. T. Road, has been allotted in respect of the TOTAL PROPERTY.

**AND WHEREAS** the land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. comprised in the said Property and delineated in **GREEN** colour in map or plan annexed hereto, including the land for proposed School Building measuring more or less 11 Cottahs 2 Chittacks 32 Sq.ft. (delineated in **YELLOW** colour), the land for proposed rehabilitation cum Commercial Building measuring more or less 16 Cottahs 0 Chittacks 32 Sq.ft. (delineated in **ORANGE** colour) and Land for proposed residential/Commercial Building measuring more or less 4 Bighas 14 Cottahs (delineated in **RED** colour), Land for Drive Way for School Building rehabilitation cum Commercial Building and Land for proposed residential/Commercial Building measuring more or less 6 Cottahs 9 Chittacks 28 Sq.ft. and (delineated in **BLUE** colour) wherever the context so permits shall include the Buildings thereon;

**AND WHEREAS** the Developer approached the Owners and the Owners agreed to permit the Developer to develop the Total Property measuring about 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon and being portion of Holding/Premises No. 493/B/66, Grand Trunk Road (South), Howrah-711102.

**AND WHEREAS** Owner decided to develop All That Land measuring more or less 4 (Four) Bighas 14 (Fourteen) Cottahs out of the TOTAL PROPERTY 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Two) Sq.ft. TOGETHER WITH structure standing thereon and being Holding/Premises No. 493/B/66, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, Howrah Municipal Corporation Ward No.36, District Registration Office at Howrah, and morefully described in **PART-II OF FIRST SCHEDULE** the First Schedule written hereunder border **RED** in the MAP or PLAN annexed herewith.

**AND WHEREAS** Owner and the Developer entered into DEVELOPMENT AGREEMENT regarding development and construction on 17<sup>th</sup> November,2011 thereafter Registered Development Agreement dated 12<sup>th</sup> May,2016 vide Deed No.3775 for the year 2016 at the Office of A.R.A.-I Kolkata,

**AND WHEREAS** the Developer/Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_ .

**AND WHEREAS** the Developer has commenced construction in accordance with the Plan.

**AND WHEREAS** as per the terms of the Development Agreement, Developer is entitled to sale the entire constructed area i.e. sale of all flats, commercial spaces, car parking spaces and other constructed areas in the Buildings and they are also sufficiently entitled to receive all advance, consideration money from the intending Purchaser/s and thereafter they will pay Owner's share as mentioned in the Development Agreement.

**AND WHEREAS** the Purchaser approached the Developer for being allotted for purchase the said Flat Unit and the Developer agreed to make such allotment on certain terms and conditions that have been agreed to by the parties and are being recorded in writing herein.

**AND WHEREAS** Vendor and Developers declared and confirm that they will sale jointly the **Flat Being No.** \_\_\_\_\_ measuring more or less \_\_\_\_\_ **Sq.ft.**



Carpet area in the \_\_\_\_\_ **Floor** of the Building Being **Block Name.** \_\_\_\_\_  
 TOGETHER WITH undivided proportionate variable indivisible and  
 impartible share or interest in the Land underneath the Building in which  
 the Flat concern is situate within the SAID PROPERTY which is attributable  
 to the Flat concern and also TOGETHER WITH undivided proportionate  
 share or interest in common parts and portion of the Building constructed  
 on the SAID PROPERTY.

**AND WHEREAS** the Purchaser/s has fully satisfied himself/  
 themselves/itself as to the title of the Owners/Developer and has also  
 inspected the proposed Map or Plan sanctioned by the authorities concerned  
 and hereby assures and covenants with the Developer that he/she/it is fully  
 satisfied himself/herself/itself in respect thereof and has agreed not to raise  
 any objection or dispute whatsoever or howsoever over and in respect  
 thereof.

**AND WHEREAS** the Purchaser has agreed to purchase **Flat Being**  
**No.** \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq.ft. Carpet area in the \_\_\_\_\_ **Floor**, of  
 the Building being **Block Name.** \_\_\_\_\_ constructed by the Developer  
 (hereinafter referred to as the **SAID FLAT**) at and for a consideration of  
**Rs.** \_\_\_\_\_ (**Rupees** \_\_\_\_\_) only free from all encumbrances and  
 charges.

**AND WHEREAS** the Developer has completed the construction and Howrah  
 Municipal Corporation issued occupancy Certificate vide \_\_\_\_\_ and

after actual measurement comes to more or less \_\_\_\_\_ Sq.ft. Carpet area. The Purchaser/s has fully satisfied himself/ themselves/itself as to the Construction of the said Building as well as the said Flat and also the material used by the Developer for the construction and completion of the said Building as well as the said Flat and further fully satisfied himself/ themselves/itself as to the measurement of the said Flat and hereby assures and covenants with the Developer/Vendor that he/she/it is fully satisfied himself/herself/itself in respect thereof and has agreed not to raise any objection or dispute whatsoever or howsoever over and in respect thereof.

**AND WHEREAS** in pursuance of the above mentioned Agreement and on actual measurement the Purchaser/s has/have paid the entire consideration amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

**AND WHEREAS** any terms and conditions, contrary to this Deed of Conveyance, agreed or offered orally and/or in writing or through brochure/media in between or among the parties hereto shall be deemed to have been waived, modified, rectified and/or amended.

**NOW THIS INDENTURE WITNESSETH HAVE AGREED AS FOLLOWS:**

1. In consideration of the said Development Agreement and in consideration of the said sale Agreement between the Vendor & Developer and the Purchaser/s herein and in consideration of the sum of Rs. \_\_\_\_\_ **(Rupees \_\_\_\_\_)** only of the lawful money of the union of India well and sufficiently paid by the Purchaser/s to the Developer on or before the execution of these presents (the receipt whereof the Developer

doth hereby as well as by the receipt and memo hereunder written admit and acknowledge) and of and from the same and every part thereof Vendor and the Developer at the request of the Purchaser/s and of and from the same and every part thereof jointly doth hereby acquit discharge exonerate and release the Purchaser/s the said Unit/ Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor of Block Name. \_\_\_\_\_ measuring more or less \_\_\_\_\_ Sq.ft. of Carpet area at portion of Premises No.493/B/66, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, Howrah Municipal Corporation Ward No.36, TOGETHER WITH undivided proportionate variable indivisible impartiable share in the Land underneath the Building Being Block Name. \_\_\_\_\_ constructed within the SAID PROPERTY being the portion of Land at 493/B/66, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, Howrah Municipal Corporation Ward No.36, (particularly described in the **PART-II OF THE FIRST SCHEDULE**) and attributable to the said Flat/Unit hereby granted, sold, conveyed and transferred, the Vendor/Developer doth hereby grant sell convey transfer assign and assure ALL THAT undivided proportionate variable indivisible impartiable share in land underneath the Building Being Block Name. \_\_\_\_\_ constructed within the SAID PROPERTY being the portion of Land at premises No.493/B/66, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, Howrah Municipal Corporation Ward No.36, attributable to the said Unit/Flat No. \_\_\_\_\_ measuring more or less \_\_\_\_\_ Sq.ft. of Carpet area, on \_\_\_\_\_ Floor, of Block Name \_\_\_\_\_ (hereinafter referred to as the "SAID SHARE IN THE SAID PREMISES")

together with all and whatever right, title and interest of the Vendor/Developer of and in ALL THAT self contained independent Unit/Flat No.\_\_\_\_\_ on the \_\_\_\_\_ Floor of Block \_\_\_\_\_ of Premises No.493/B/66, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, Howrah Municipal Corporation Ward No.36, containing a **Carpet area of \_\_\_\_\_ Sq.Ft.** a little more or less (more fully described in the THIRD SCHEDULE hereunder written and hereinafter collectively referred to as the "SAID FLAT") ALSO TOGETHER WITH undivided proportionate variable and impartible share in the common parts and portion of the said Building more fully and particularly described in the **THIRD SCHEDULE** hereinafter mentioned but without any Ownership right in the ultimate Roof of the Building AND the reversion or reversions remainder or remainders AND rents issues and profits of the said flat including the said share in the said premises and/or any and every part thereof AND all the legal incidence thereof AND ALL the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and equity of the Vendor into or upon and in respect of the said share in the said premises or any and every part thereof herein comprised and hereby sold conveyed granted and transferred TO HAVE AND TO HOLD the same and every part thereof unto and to the use of the Purchaser/s SUBJECT TO the Purchaser's covenants herein and subject to the terms, covenants, stipulations, conditions and agreements hereunder written and on the part of the Purchaser/s to be observed and performed as the covenants for the benefits and protection of the premises and binding upon the

Purchaser/s or the person deriving title to the said share in the said premises as "covenant running with the land" SUBJECT HOWEVER TO the Purchaser/s paying to the Developer/Association proportionate service charges and maintenance charges and also paying proportionate Municipal and all other rates taxes outgoings and common expenses including those mentioned in the **FOURTH SCHEDULE** hereunder written in connection with the said flat wholly and the building and the said land and in particularly the common areas and facilities proportionately.

2. The Vendor/Developer doth hereby covenant with the Purchaser/s as follows:-
  - (a) That notwithstanding any act deed matter or thing whatsoever heretofore done committed or knowingly suffered by the Vendor/Developer to the contrary the Vendor/Developer are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to sell and transferred assigned and assured.
  - (b) That the Vendor/Developer have good right full power and absolute and indefeasible authority to sell assign and transfer the said share in the said premises and every part thereof unto and to the use of the Purchaser/s in the manner aforesaid and according to the true intent and meaning of these presents.

(c) That it shall be lawful for the Purchaser/s at all times hereafter peaceably and quietly to enter into and upon the said flat and to hold occupy and enjoy the said flat forever subject to the terms, conditions and covenants contained herein and to receive the rents issues and profits in respect of the said Flat including the said share in the said premises without any lawful eviction interruption hindrance disturbance claim or demand whatsoever from or by the Vendor/Developer or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said flat including the said share in the said premises from under through or in trust for the Vendor/Developer AND free and clear and freely and clearly and absolutely acquitted exonerated and discharged against all charges lispens and encumbrances whatsoever made done executed or knowingly suffered by the Vendor/Developer.

(d) That the Vendor/Developer and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said Flat including the said share in the said premises from 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 costs of the Purchaser/s do make acknowledge and execute or cause to be done made acknowledged and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said Flat including the said share in the said premises hereby granted transferred

assigned and assured and every part thereof unto and to the use of the Purchaser/s as shall or may be reasonably required.

- (e) That the Vendor/Developer shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser/s produce or cause to be produced before the Purchaser/s or his Attorney or Attorneys or Agent or Agents or before any Court, Tribunal, Board, Authority or firm for inspection or otherwise as occasion shall require the deeds and writings in connection with the said land and/or building thereon so long as the same shall remain with the Vendor/Developer and shall also at the like request and costs deliver to the Purchaser/s such attested or other copies of or extracts there from as Purchaser/s may require AND shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe un-obliterated, un-cancelled and un-spoilt.
3. The Purchaser/s do hereby covenant with the Vendor/Developer as follows:-

***PURCHASER'S COVENANTS***

1. The Purchaser agrees undertakes and covenants to:
  - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;
  - b) Permit the Developer, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat for the Common Purposes or the Project;
  - c) Deposit the amounts for various purposes as required by the Developer /Maintenance Agency or the Association;

- d) Use and occupy the said Flat only for the purpose of residence;
- e) Use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings;
- f) keep the said Flat and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat in the Buildings and/or in the said Property in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats /parts of the Buildings.
- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Flat or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- h) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat of men materials and utilities;
- i) sign and deliver to the Developer all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Flat from the electric supply authority in the name of the Purchaser and until the same be obtained, the Developer shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Purchaser an electric sub-meter in or for the said Flat and the Purchaser shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Flat;
- j) Bear and pay the Common Expenses and other outgoings in respect of the said Property proportionately and the said Flat Unit wholly;
- k) pay Municipal and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the said Property proportionately and the said Flat Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat Unit until the same is assessed separately by the Municipality;
- l) Pay for other utilities consumed in or relating to the said Flat Unit;
- m) Allow the other Unit Owners the right to easements and/or quasi-easements;
- n) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipality Taxes and other payments mentioned herein within seven days of receipt of



demand or relevant bill, whichever be earlier; and

- o) Observe and comply with such other covenants as be deemed reasonable by the Developer for the Common Purposes.
2. On and from the Date of Possession, the Purchaser agrees and covenants:
- a) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Developer Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Flat;
  - b) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof;
  - c) not to install Grills the design of which have not been suggested and/or approved by the Developer.
  - d) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Flat or any part of the Buildings or the said Property or may cause any increase in the premium payable in respect thereof;
  - e) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Developer in writing or in the manner as near as may be in which it was previously decorated;
  - f) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings, lift, maintenance ducts or in any other common areas or installations of the Buildings;
  - g) not to store or allow any one to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Buildings;
  - h) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Buildings;
  - i) not to claim any right over and/or in respect of the roofs of the Buildings or in respect of any open land at the said Property or in any other open or covered areas of the Buildings and the said Property reserved or intended to be reserved by the Developer for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him

not to obstruct any development or construction of further or additional floors/storey/constructions that may be made by the Developer thereat or on any part thereof;

- j) not to object to or hinder further/additional vertical or other constructions or to the resultant variation in the said Undivided Share and the Purchaser shall not object to the changes and/or inconvenience caused due to the construction being made by the Developer from time to time even after the Date of Possession;
- k) not to shift or obstruct any windows or lights in the said Flat or the Buildings;
- l) not to permit any new window light opening, doorway, path, passage, drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Developer and/or the Association;
- m) not to park or allow anyone to park any car or two wheeler at any place other than the space earmarked for parking car(s) and two wheeler(s) of the Purchaser;
- n) not to let out or part with possession of the parking space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Flat and to use the same only for the purpose of parking of a medium size motor car or two wheeler.
- o) not to do any addition, alteration, structural changes, construction or demolition in the said Flat Unit without prior permission from the Howrah Municipal Corporation and other concerned authorities as also the Developer and also subject to the condition that the same is not restricted under any other provision of this Memorandum;
- p) not to use the said Flat Unit for any purpose save and except for residential purpose and not to use the said Flat Unit in any manner that may cause nuisance to occupiers of the other portions of the Buildings and not to use the said Flat Unit as a Club House, Boarding House, Eatery or for commercial, illegal or immoral purposes, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking space, if allotted, anything other than private motor car and/or motor cycle in the two wheeler parking spaces and shall not raise or put up 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 any putting any articles shall not be allowed in the parking space.
- q) not to block or occupy any pathway, passages, corridor, lobby in any

manner whatsoever;

- r) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Memorandum.
3. The Purchaser agrees, undertakes and covenants not to make or cause any objection interruption interference hindrance obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Buildings by the Developer including any further constructions, additions or alterations that may be made from time to time.
- a) The Purchaser agrees undertakes and covenants not to commit breach of any of the covenants made in this Memorandum..
  - b) Till such time the said flat is being separately assessed by the Howrah Municipal Corporation and separate rate bills being issued, the Purchaser/s will/shall regularly and punctually pay proportionate share of the municipal rates and taxes as assessed by the Howrah Municipal Corporation on the whole building and/or the premises to the Vendor/Developer or the association (upon its formation) within such time as may be prescribed by the Vendor/Developer or the Association. The proportion of the Purchaser/s in the rates and taxes and also otherwise hereunder be determined by the Vendor/Developer or the Association on the basis of the area of each flats in the said building and the Purchaser/s shall accept the same. Upon the said flat being separately assessed by the Howrah Municipal Corporation and separate rate bills being issued, the liability of the Purchaser/s for payment of his share towards the municipal rates and taxes of the said flat to the Vendor/Developer or the Association shall determine. The Purchaser/s will/shall however, regularly and punctually pay all such rate bill and

keep the Vendor/Developer and the Association as the case may be indemnified there from.

- c) Upon formation of the Association and Holding Organization and its taking over maintenance and management of the building or buildings with the consent of the Vendor/Developer, the Vendor/Developer shall transfer to the Association and Holding Organization all the rights and obligations of the Vendor/Developer with regard to the common purpose (save those expressly or intended to be reserved by the Vendor and Developer) whereupon only the Association and Holding Organization shall be entitled to and obliged therefore. Upon such transfer the Co-owners and the Association and Holding Organization shall however remain liable to indemnify the Vendor/Developer from all liabilities due to non-fulfillment of their respective obligations hereunder by the Co-owners and/or the Association and/or Holding Organization.
- d) The Purchaser/s will/shall pay to the Vendor/Developer all applicable Tax at such rate as be fixed by the authorities , upon the construction cost paid by the Purchaser/s to the Developer and also pay all ancillary taxes and levies within 3 days of demand by the Vendor/Developer upon the Purchaser/s.
- e) It would be obligatory on the Purchaser/s to make payment of the liabilities herein mentioned to the Developer or the Association or Holding Organization in whom the control and management of the building or

buildings shall remain vested, in such manner as may be directed by the Vendor or the Developer or the Association or the Holding Organization. In case the Purchaser/s fails or neglect to pay the amount payable and/or reserved under this present, the same shall carry interest at the rate of 15% (Fifteen percent) per annum and it will be within the competence of the Vendor or Developer or the association or the Holding Organization to discontinue supply of water and/or electricity to the Purchaser/s in his/her/its/their said Flat pending payment or such liabilities.

- f) In case at any time any demand is raised or any amount is realized from the Vendor/Developer by the Howrah Municipal Corporation or by the State of West Bengal or by the Central Government for betterment fee, development tax or Municipal tax or other tax or imposition in respect of the said Unit in such case the unit holder shall be liable to pay the same to Vendor/Developer and the Purchaser/s will/shall on demand pay to the Vendor/Developer the proportionate share thereof as determined by the Vendor/Developer as aforesaid.
  - g) The Purchaser/s will/shall not claim any separation or partition proportionate share in land or in the common areas and facilities.
4. It is hereby agreed by and between the Vendor/Developer and the Purchaser/s as follows:-

- a) Save and except the said Flat and the common areas and facilities described in the THIRD SCHEDULE hereto and to receive and enjoy the rents issues and profits thereof, the Purchaser/s will/shall not have any right, title, interest, claim demand whatsoever or howsoever in respect of other covered or uncovered parts or portions of the said premises.
- b) Vendor is sufficiently entitled to and shall have the exclusive right (1) to amalgamate the Land of the said Property with adjacent Plots of Land, (2) to avail the maximum permissible F.A.R. of Howrah Municipal Corporation and also (3) to construct Building/s, further Floor/s as may be sanctioned by the concern authority. Purchaser/s agree and covenants not to raise any dispute, objections, hindrances or claim any right their to and the Purchaser/s hereby accord his/her/their/its irrevocable consent for the same.
- c) The Vendor reserves the right to acquire and develop the adjacent premises and have an integrated development by removing the boundary wall between two premises. Purchasers hereby accord his/her/their/its irrevocable consent for use of the passages, driveways of the said premises No.493/B/66, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, Howrah Municipal Corporation Ward No.36, for egress and ingress to and from the Municipal Road to such neighboring premises. Similarly, the occupants of Premises No.493/B/66, Grand Trunk Road (South), Howrah-711102,

Police Station Shibpur, Howrah Municipal Corporation Ward No.36, will also have the right of use of passage driveways through such neighboring premises.

- d) The Developer shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Buildings and/or other areas in the Buildings and/or the said Property by putting up hoardings, display signs, neon-signs, lighted displays etc. without being required to pay any charges for the same and neither the Unit Owners nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever. For this purpose the Developer shall however make payment of the electricity consumed regarding the above on actual.
  
- e) The Vendor and Developer may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Vendors for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Portions of the Buildings and/or on the roofs of the Buildings and neither the Unit Owners nor the Association nor any other entity shall be entitled to object to or hinder the same in any manner whatsoever.
  
- f) Any of the following is not intended to and shall not be transferred in favour of the Purchaser and the Purchaser shall have no right title or

interest whatsoever in respect thereof:

- i. Open and covered spaces in the Buildings and the said Property not included in the Common Portions mentioned in the FOURTH SCHEDULE hereto.
  - ii. Other Flats, Flat Units and Parking Spaces in the Buildings and/or the said Property.
  - iii. Any share in land comprised in the said Property other than the undivided variable share in the land immediately underneath the said Building in which the said Flat is situated.
  - iv. Any area/space that may be sanctionable and/or sanctioned from time to time for construction on the said Property;
- g) In case of further construction being made the undivided proportionate indivisible impartible variable share in land shall stand varied and reduced and the Purchaser/s do hereby accepts such variation which may take place in such event. The Purchaser/s also agrees not to raise any disputes or claim abatement in the consideration price in case the proportionate undivided share in the said land is reduced by reason of construction of further structures/additional stories made by the Vendor/Developer and the Purchaser/s is/are entering into this Deed with full knowledge and understanding that such proportionate right in the said land are liable to vary and become less and reduce proportionately in the event further additional construction are made.



- h) The Vendor and/or Developer shall be entitled to get the building plans revised and/or modified from time to time without any objection from the Purchaser/s and without any consent from the Purchaser/s and although not required, the Purchaser/s doth hereby accord his consent in this behalf.
- i) It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorized modifications or repairs done by the Purchaser or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.
- j) The Promoter herein is developing the said land which consists of various phases having common amenities like club house, landscape garden etc, the construction/development of the said common amenities will be completed in due course only after completion of construction of all the phases on the said land. The Promoter assures to hand over possession of the said common amenities by April, 2022, with a grace period of six months. The Allottee herein agrees and

conveys that he/she/they shall not be entitled to refuse to take the possession of the said Apartment/Flat on the ground of non completion of aforesaid common amenities if the said Apartment/Flat has received the Completion Certificate/ Partial Completion Certificate and the non-completion of the aforesaid common amenities does not affect his use or occupation of his Unit and he can reside in the Said Unit. However if the Promoter is not allowed by the Allottee or any person on his behalf to complete the remaining portion of the work, it shall be deemed to have been done as and against the Promoter and the Allottee shall be liable to indemnify the Promoter for any losses which the Promoter may suffer for such acts of the Allottee.

k) The said complex shall be known as "GANGES SKYYYY"

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**PART-I**

**"TOTAL PROPERTY"**

**ALL THAT** Land measuring more or less 6 (Six) Bighas 7 (Seven) Cottahs 14 (Fourteen) Chattacks 2 (Sq.ft.) Sq.ft. TOGETHER WITH structure standing thereon and being presently Holding/Premises No.493/B/66, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, Howrah Municipal Corporation Ward No.36, District Registration Office at Howrah, along with all easement and quasi easement rights, Border GREEN in the MAP or PLAN annexed herewith and butted and bounded.

<b>ON THE NORTH</b>	: By Howrah Jute Mill
<b>ON THE SOUTH</b>	: By Common Passage
<b>ON THE EAST</b>	: By Jain Hospital
<b>ON THE WEST</b>	: By G.T. Road.

**OR HOWSOEVER OTHERWISE** the said Property is butted bounded called known numbered described or distinguished.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**PART-II**

**"SAID PROPERTY"**

**ALL THAT** Land measuring more or less 4 (Four) Bighas 14 (Fourteen) Cottahs TOGETHER WITH structure standing thereon and being presently Holding/Premises No.493/B/66, Grand Trunk Road (South), Howrah-711102, Police Station Shibpur, Howrah Municipal Corporation Ward No.36, District Registration Office at Howrah, along with all easement and quasi easement rights, Border RED in the MAP or PLAN annexed herewith.

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

**PART-I**

**ALL THAT** the residential Flat Type \_\_\_\_\_, on the \_\_\_\_\_ of the Building named \_\_\_\_\_ having Carpet area of \_\_\_\_\_ square feet, in the Project named "GANGES SKYYYY" to be constructed at the said Property. Border RED in the MAP or PLAN annexed herewith AND **ALL THAT** Verandah, Balcony having Floor area ..... Sq.ft. Net area comes to SAID FLAT plus EBVT Area ..... Sq.ft.

**PART-II****"SAID PARKING SPACE"**

**ALL THAT** the right to park car in:

- (i) \_\_\_\_\_ covered car parking space in the ground/first floor of the said Building; and/or
- (ii) \_\_\_\_\_ open car parking space surrounding or adjacent to the said Building.;

**PART-III**

"Exclusive Balcony / Verandah / Open Terrace Area" or "EBVT Area" shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Purchaser.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

## Common Portions

- a) Lobbies, passages, staircases, landings, corridors of the said Building.
- b) Driveways and internal paths and passages in the said Property.
- c) Lift, Lift pits, chute and lift machine rooms other equipments.
- d) Common drains, sewers, pipes and plumbing equipments.
- e) Water supply from deep tube well/Howrah Municipal Corporation
- f) Common underground water reservoir.
- g) Overhead water tank in the said Building.
- h) Wires, switches, plugs and accessories for lighting of common areas.
- i) Master/Disc Antenna for satellite television, cable T.V. together with its accessories
- j) Water Pump and motor and water pump room (if any).
- k) Septic Tank/Sewerage Treatment Plant
- l) Common toilets
- m) Room for Darwans (if any).
- n) Common electrical wiring, meters, fittings and fixtures for lighting of common areas
- o) Boundary walls and Main Gate
- p) HT/LT room/space

- q) Electricity meter room/space
- r) Generator room/ space (if any)
- s) Fire fighting equipments in the Buildings (if any)
- t) Club, gymnasium, swimming pool, community hall

It is expressly agreed that the roofs shall not form part of the Common Portions under any circumstance. The Developer shall however permit access to the lift machine room(s) and the water tank(s), if any on the roofs of the Buildings for the purpose of maintenance and repairs.

**THE FOURTH SCHEDULE ABOVE REFERRED TO :**  
**“RIGHTS OF VENDORS, MAINTENANCE AGENCY & ASSOCIATION”**

- a) Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Memorandum or otherwise shall be done by the Developer whose decision shall be final and binding on the Purchaser.
- b) The Vendors shall have equal right, title, interest with the Unit Owners of the Project in respect of Club, gymnasium, swimming pool, community hall and all other common portions of the Project.
- c) The Maintenance Charges payable by the Purchaser with effect from the Date of Possession shall be fixed by the Maintenance Agency and shall be payable on a monthly basis. In the event of the Purchaser not taking over possession of the said Flat within the time fixed in the notice calling upon him to take possession, the Maintenance Charges shall become payable by the Purchaser with effect from the date of expiry of the such period of such notice provided that until all payments due under this Memorandum are made by the Purchaser no right of whatsoever nature shall or can accrue in favour of the Purchaser in respect of the said Flat Unit.
- d) Maintenance Agency/Association will form rules, regulations for use, enjoyment, management of the Project as well as the common area of the Project which is binding upon the Purchasers.
- e) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
- f) The Maintenance Agency/Association shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Flat Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Municipality taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days notice in writing.

**IN WITNESS WHEREOF** the parties hereto have executed these presents on the day month and year first above written.

**SIGNED AND DELIVERED** by  
the **VENDOR** at Kolkata in the  
presence of:

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

**SIGNED AND DELIVERED** by  
the **DEVELOPER** at Kolkata in  
the presence of:

Received from the Purchaser the within mentioned sum of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_) only paid in favour of **KANHAIYA REALTORS  
PRIVATE LIMITED** as per memo below:

**MEMO OF CONSIDERATION**

DATE	CH.NO.	BANK NAME	AMOUNT