

THIS DEED OF CONVEYANCE is made on _____ day of _____, Two Thousand Nineteen A.D.

BETWEEN

BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD., a company incorporated under the provisions of Companies Act, 1956, **PAN No.AADC8880D**, having its registered office at Ground floor, 'Nilkusum Apartment' at Premises No.932A/83, Jessore Road, Police Station - Lake Town, P.O.- Lake Town, Kolkata - 700 089, represented by its Managing Director namely **SRI SUSANTA SUR ROY**, son of Late Niranjana Sur Roy, **PAN no.ALUPS7185H**, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at 543, Swamiji Sarani, P.O.- Sreebhumi, Police Station - Lake Town, Kolkata - 700048 (formerly 12/61, P. C. Ghosh Road, Police Station - Lake Town, Kolkata - 700048), hereinafter called the "**VENDOR**" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successor-in-office, representatives and assigns) of the **FIRST PART.**

AND

1) MR., son of by Religion - Hindu, by Occupation -, by Nationality - Indian, PAN No....., and **2) MRS.....**, wife of Sri, by Religion - Hindu, by Occupation -, by Nationality - Indian, PAN No....., both residing at, P.O.-, P.S. -, Kolkata - 700, hereinafter jointly called the "**PURCHASERS/ALLOTTEE**" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their legal heirs, representatives, executors, administrators, successors and assigns) of the **SECOND PART.**

WHEREAS :-

Unless in this Indenture, there be something contrary or repugnant to the subject or context :

- a) **VENDOR** shall mean **BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD.**, a company incorporated under the provisions of Companies Act, 1956, **PAN No.AADC8880D**, having its registered office at Ground floor, 'Nilkusum Apartment' at Premises No.932A/83, Jessore Road, Police Station - Lake Town, P.O.- Lake Town, Kolkata - 700 089, represented by its Managing Director namely **SRI SUSANTA SUR ROY**, son of Late Niranjana Sur Roy, **PAN no.ALUPS7185H**, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at 543, Swamiji Sarani, P.O.- Sreebhumi, Police Station - Lake Town, Kolkata - 700048 (formerly 12/61, P. C. Ghosh Road, Police Station - Lake Town, Kolkata - 700048).
- b) **PURCHASER/ALLOTTEE** shall mean **1) MR.**, son of by Religion - Hindu, by Occupation -, by Nationality - Indian, PAN No....., and **2) MRS.....**, wife of Sri, by Religion - Hindu, by Occupation -, by Nationality - Indian, PAN No....., both residing at, P.O.-, P.S. -, Kolkata - 700
- c) **PREMISES/BUILDING** shall mean the Property is earmarked for the purpose of building a residential-cum-commercial project comprising multi-storied apartment/ Blocks/buildings and commercial spaces and car parking spaces and the said project shall be known as "**POROSHPATHOR REGENCY**", ("Said Complex"). The development of the Said Complex/Projects known as '**POROSHPATHOR REGENCY**' inter alia consisting of Five blocks namely **Block - 'A', Block - 'B', Block - 'C', Block - 'D' and Block - 'E'**, comprising Five-storied residential-cum-commercial buildings, with the West Bengal Housing Industry Regulatory Authority ("Authority"), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time, being constructed on the Property, constitute the Project in accordance with the provisions of the Act and Rules. The Project is being constructed and developed upon a portion of the Property, more particularly described in Second Schedule below ("Project Property").

- d) **PLAN** shall mean the building plan sanctioned by the Madhyamgram Municipality, Vide sanction of the building Plan No.COM-56/MM/2019-2020, dated 24-07-2019, sanctioned by the Madhyamgram Municipality, respecting Holding No.11/3, Nandan Kanan Main Road, Police Station Madhyamgram (formerly Barasat), Kolkata - 700 132, in Ward No.25 (formerly 17), within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North.
- e) **UNITS** shall mean the flats, shops, garages and/or other spaces constructed space or spaces at the said premises built and constructed and to be built and constructed by the developer at the said premises.
- f) **UNDIVIDED SHARE** shall mean the undivided impartible proportionate share in the lands, at the Municipal Holding No.21/1, Nandan Kanan Main Road, Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, in Ward No.17, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, attributable and allocable as against any unit as aforesaid, or relating thereto, the same being a part thereof, in fact.
- g) **COMMON AREAS AND INSTALLATION** shall mean those of the common areas and facilities mentioned and specified in **FIFTH SCHEDULE** hereunder written, and declared and expressed by the Vendor for common use and enjoyment of Co-owners.
- h) **COMMON EXPENSES** shall mean and include all expenses for the maintenance, management, upkeep and administration of the Building, and, in particular, the Common areas, and Installations, and rendition of common services to the co-owners, and all other expenses for the common purpose including those mentioned in the **SIXTH SCHEDULE** hereunder written to be contributed, borne, paid and shared by the Co-owners.
- i) **CO-OWNERS** according to the context shall mean all the buyers/owners, who for the time being shall either complete the purchase of any Unit in the Building, or have agreed to purchase any Unit in the Building, and/or taken lawful possession of any such Unit, and, of all the unsold Unit and/or Units therein not being parted with as yet may remain either in possession of the Vendor, as such.
- j) **ASSOCIATION** shall mean the Association to be formed by all the co-owners as aforesaid for joint care, security, preservation, and maintenance of the said building. All the co-owners being agreement bound to join such association on due formation thereof paying proportionately for such purpose.
- l) **PROPORTIONATE SHARE** according to the context shall mean.
- i) Where it refers to the share of the Purchaser/Allottee in the lands comprised in the said premises the share of any Purchaser/Allottee therein shall be in the proportion in which the super built-up area of the said unit may in total as against the total of super built-up area of all the units within the building, inclusive of the one being the subject matter hereof.
- ii) Where it refers to the share of the Purchaser/Allottee in the Common Areas and Installations the share of any Purchaser/Allottee therein shall be in the proportion in which the super built-up areas of the said unit be to the super built-up area of all the Units in the Building the share of any Purchaser/Allottee in common expenses therefor similarly shall be determined in the said mode and manner PROVIDED NEVERTHELESS THAT, where it refers to the share in the rates and/or taxes payable as, or under common expenses such share shall be determined on the basis of such rates and/or taxes as shall be levied their against individually.
- k) **DEFINITIONS** - For the purpose of this Deed of Conveyance, unless the context otherwise requires: -
- i) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- ii) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- iii) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

- iv) "Section" means a section of the Act.
- v) The Vendor has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under Registration No. _____.

AND WHEREAS by Cobala written in Bengali dated 10-08-1984, registered in the office of the Additional District Sub-Registry Office at Barasat, recorded in Book No.1, Volume No.19, at Pages 322 to 331, as Being No.2742 for the year 1984, one Smt. Parul Bala Patra, wife of Late Pradyut Kumar Patra, the vendor therein, togetherwith confirming parties namely Sri Jagadish Patra and others therein sold, conveyed and transferred being the property i.e. ALL THAT piece or parcel of land, measuring area 12 (twelve) Cottahs, more or less, being Plot No.F, lying and situated at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277(p), measuring area 4 (four) cotthas 9 (nine) chittaks 5 (five) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659(P), measuring area 3 (three) Cottahs 10 (ten) chittaks 5 (five) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1278(p), measuring area 2 (two) Cottahs 1 (one) chittaks 0 (zero) square feet, more or less, and R.S. Khatian No.29 R.S. Dag No.1280(p), measuring area 1 (one) cottha 11 (eleven) chittaks 35 (thirty five) square feet, more or less}, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas, in faovur of Sri Uttam Adhikary and Sri Gautam Adhikary, jointly being the purchasers therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written and thereafter mutated jointly their names in the record of the Madhyamgram Municipality and obtained a Municipal Holding No.11/1, Nandan Kanan Main Road, in Ward No.17.

AND WHEREAS by a Deed of Conveyance, Dated, 20th day of June, 2014, registered at the office of the Additional Registrar of Assurances - II, Kolkata, recorded in Book No.I, CD Volume No.38, at Pages No.175 to 192 thereof, as Being No.07988, for the year 2014, the said Sri Uttam Adhikary and Sri Gautam Adhikary, the vendors therein, jointly sold, conveyed and transferred their inter-alia property ALL THAT piece or parcel of danga land, measuring area 2 (two) Cottahs 5 (five) chittaks 43 (forty three) square feet, more or less, togetherwith tiles shaded structure measuring area 100 (one hundred) square feet, more or less, being portion of Plot No.F, lying and situated portion of Municipal Holding No.11/1, Nandan Kanan Main Road, in Ward No.17, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277 total measuring area 1 (one) Cottah 10 (ten) chittaks 7 (seven) square feet, more or less, **AND** R.S. Khatian No.29 under R.S. Dag No.1277/1659 total measuring area 11 (eleven) chittaks 36 (thirty six) square feet, more or less, within the jurisdiction of Madhyamgram Municipality, in ward No.17, P.S. Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North, in favur of **BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD.**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at Ground floor, 'Nilkusum Apartment' at Premises No.932A/83, Jessore Road, Police Station - Lake Town, P.O.- Lake Town, Kolkata - 700 089, represented by its Managing Director namely **SRI SUSANTA SUR ROY**, son of Late Niranjan Sur Roy, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at 543, Swamiji Sarani, P.O.- Sreebhumi, Police Station - Lake Town, Kolkata - 700048, the purchaser therein, for valuable consideration as mentioned therein, morefully and particularly described in the SCHEDULE thereunder written.

AND WHEREAS the said Sri Uttam Adhikary and Sri Gautam Adhikary, are joint owners of remaining and/or interalia land i.e. ALL THAT piece or parcel of proposed Bastu land as per ROR danga land, measuring an area 3 (three) Cottahs 11 (elven) chittaks 24 (twenty four) square feet, more or less, togetherwith tiles shaded structure measuring area 200 (two hundred) square feet, more or less, being Plot No.A (formerly out of Plot 'F') lying and situated portion of Municipal Holding No. 11/1, Nandan Kanan Main Road, in Ward No.17, at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277 total measuring area 2 (two) Cottahs 14 (fourteen) chittaks 43 (forty three) square feet, more or less, and R.S. Khatian No.29

under R.S. Dag No.1277/1659, measuring area 0 (zero) cottahs 12 (twelve) chittak 26 (twenty six) square feet, more or less, within the jurisdiction of Madhyamgram Municipality, in ward No.17, P.S. Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North, Additional District Sub-registrar Barasat, each having undivided one-equal half part or share in the aforesaid property.

AND WHEREAS by a registered Deed of Gift dated 13th day of March 2018, registered at the office of the Addl. Registrar of Assurances - IV, Kolkata, recorded in Book No. I, Being No. 2653 for the year 2018, the said Sri Uttam Adhikary, the Donor therein, conveyed and transferred for love and affection in favour of his brother viz; the said Sri Gautam Adhikary, being the property *ALL THAT* piece or parcel of proposed Bastu land and as per ROR danga land *undivided one-equal half part or share of the land/property mentioned in the First Schedule, half share measuring an area* 01 (one) cotthas 13 (thirteen) chittaks 35 (thirty five) square feet, more or less out of total land measuring an area 3 (three) Cotthas 11 (elven) chittaks 24 (twenty four) square feet, more or less and togetherwith tin shaded structure measuring area 100 (one hundred) square feet, more or less out of total area 200 (two hundred) square feet, more or less, being Plot No. A (formerly out of Plot No. F) lying and situated at portion of Municipal Holding No.11/1, Nandan Kanan Main Road, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, in Ward No.17, within the jurisdiction of Madhyamgram Municipality, P.S. Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North. *Details Dag No.; Khatian No.; Area of land and structure are given below:-*

R.S. Dag No.	Khatian No.	Total Area K - Ch - Sq.ft	Gifted Area of land of land K - Ch - Sq.ft
1277 (P)	29	02 - 14 - 43	01 - 07 - 22
1277/1659(P)	29	00 - 12 - 26	00 - 06 - 13 01 - 13 - 35

morefully and parfticularfly described in the Schedules thereunder written.

AND WHEREAS by virtue of the said Deed of Gift, Sri Gautam Adhikary, absolute owner and absolutely seized and possessed or or otherwise well and sufficiently entitled to the property, *ALL THAT* piece or parcel of proposed Bastu land as per ROR danga land, measuring an area 3 (three) Cottahs 11 (elven) chittaks 24 (twenty four) square feet, more or less, togetherwith tiles shaded structure measuring area 200 (two hundred) square feet, more or less, being Plot No.A (formerly out of Plot 'F') lying and situated portion of Municipal Holding No. 11/1, Nandan Kanan Main Road, in Ward No.17, at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277 total measuring area 2 (two) Cottahs 14 (fourteen) chittaks 43 (forty three) square feet, more or less, AND R.S. Khatian No.29 under R.S. Dag No.1277/1659, measuring area 0 (zero) cottahs 12 (twelve) chittak 26 (twenty six) square feet, more or less, within the jurisdiction of Madhyamgram Municipality, in ward No.17, P.S. Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North, Additional District Sub-registrar Barasat and thereafter mutated his name in the records of Madhyamgram Municipality being Municipal Holding No. 11/1, Nandan Kanan Main Road.

AND WHEREAS by Cobala written in Bengali dated 10/08/1984, registered in the office of the Additional District Registrar Barasat, 24-Parganas (North), recorded in Book No.1, Volume No.19, at Pages 313 to 321 Being No.2741 for the year 1984, one Smt. Parul Bala Patra, wife of Late Pradyut Kumar Patra, the vendor therein, togetherwith confirming parties namely Sri Jagadish Patra and others therein sold, conveyed and transferred being the property i.e. *ALL THAT* piece or parcel of land, measuring area **10 (ten) Cottahs**, more or less, being Plot No.G, lying and situated in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277(p), measuring area 01(one) cottha 05(five) chittaks 00 (zero) square feet, more or less, AND

R.S. Khatian No.29 under R.S. Dag No.1277/1659(P), measuring area 04(four) Cottahs 00(zero) chittak 20(twenty) square feet, more or less, AND R.S. Khatian No.29 under R.S. Dag No.1276(P), measuring area 04(four) Cottahs 10(ten) chittaks 25(twenty five) square feet, more or less}, Police Station - Barasat, Kolkata - 700 132, within the jurisdiction of the Madhyamgram Municipality, Additional District Sub-Registry at Barasat, District - North - 24-Parganas, in faovur of Sri Gautam Adhikary, being the purchaser therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written and thereafter mutated his name in the record of the Madhyamgram Municipality and obtained a Municipal Holding No. 11, Nandan Kanan Main Road, in Ward No.17.

AND WHEREAS after the aforesaid sale deed vide No. 07988 for the year 2014 and also Deed of Gift vide No.2653 for the year 2018 mentioned as aforesaid, the said Sri Gautam Adhikary, became sole and absolute owner of the property and absolutely seize and posses of or otherwise well and sufficiently entitled to the property being **ALL THAT** piece or parcel of proposed Bastu land and as per ROR danga land *measuring area 11(eleven) Cottahs 00 (zero) chittak 04(four) square feet, more or less, being Plot No. A, B & B-1 (formerly out of Plot No. F and G)*, lying and situated at portion of Municipal Holding No. 11/1 and 11, Nandan Kanan Main Road, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, in Ward No.17 now 25, within the jurisdiction of Madhyamgram Municipality, P.S. Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North. *Details Dag No.; Khatian No.; Area of land are given below:-*

R.S. DAG NO.	KHATIAN NO.	SALEABLE AREA
		K - Ch - Sq.ft
1277 (P)	29	04 - 03 - 43
1277/1659(P)	29	02 - 01 - 26
1276 (P)	29	04 - 10 - 25
	Total	11 - 00 - 04

AND WHEREAS by a Deed of Conveyance, Dated, 5th day of March, 2018, registered at the office of the Additional Registrar of Assurances - IV, Kolkata, recorded in Book No.I, Volume No.1904-2018, at Pages No.124031 to 124059 thereof as Being No.190402760, for the year 2018, the vendor herein purchased the said property **ALL THAT** piece or parcel of proposed Bastu land and as per ROR danga land *measuring an area 11(eleven) Cottahs 00 (zero) chittak 04(four) square feet, more or less and togetherwith tin shaded structure measuring area 200 (two hundred) square feet, more or less, being Plot No. A, B and B-1 (formerly out of Plot No. F and G)* lying and situated at portion of Municipal Holding No. 11/1 and 11, Nandan Kanan Main Road, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, in Ward No.17 now 25, within the jurisdiction of Madhyamgram Municipality, P.S. Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North togetherwith easement right ingress and egress to the said property, and *details Dag Nos.; Khatian Nos.; Area of land are given below:-*

R.S. DAG NO.	KHATIAN NO.	SALEABLE AREA
		K - Ch - Sq.ft
1277 (P)	29	04 - 03 - 43
1277/1659(P)	29	02 - 01 - 26
1276(P)	29	04 - 10 - 25
	Total	11 - 00 - 04

from the said Sri Gautam Adhikary, the vendor therein, for valuable consideration as mentioned therein, morefully and particularly described in the SCHEDULE thereunder written.

AND WHEREAS the said Sri Gautam Adhikary subsequently mutated their names before B.L. & L.R.O., Madhyamgram, District 24 Parganas (North).

AND WHEREAS by a Deed of Conveyance, Dated, 20th day of June, 2014, registered at the office of the Additional Registrar of Assurances - II, Kolkata, recorded in Book No.I, CD Volume No.38, at Pages No.175 to 192 thereof as Being No.07988, for the year 2014, the party of the First part herein purchased the said property ALL THAT piece or parcel of bastu land, measuring area 2 (two) Cotthas 5 (five) chittaks 43 (forty three) square feet, more or less, togetherwith tiles shaded structure measuring area 100 (one hundred) square feet, more or less, being Plot No.F, lying and situated portion of Municipal Holding No.11/1, Nandan Kanan Main Road (near old Jessore Road), in Ward No.17, at Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, {R.S. Khatian No.29 under R.S. Dag No.1277 total measuring area 1 (one) cottha 10 (ten) chittaks 7 (seven) square feet, more or less, and R.S. Khatian No.29 under R.S. Dag No.1277/1659 total measuring area 11 (eleven) chittaks 36 (thirty six) square feet, more or less, within the jurisdiction of Madhyamgram Municipality, in ward No.17, P.S. Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North, from the said Sri Uttam Adhikary and Sri Gautam Adhikary, the vendors therein, for valuable consideration as mentioned therein, morefully and particularly described in the SCHEDULE thereunder written.

AND WHEREAS by virtue of the said four deeds the said BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD, became sole and absolute owner of the property being *ALL THAT* piece or parcel of proposed Bastu land and as per ROR danga land *measuring an area 11(eleven) Cottahs 00 (zero) chittak 04(four) square feet, more or less, Plot No. A, B and B-1 (formerly out of Plot No. F and G)* lying and situated at portion of Municipal Holding No. 11/1 and 11, Nandan Kanan Main Road, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, in Ward No.17 now 25, within the jurisdiction of Madhyamgram Municipality, P.S. Madhyamgram (formerly Barasat), Kolkata - 700 132, District 24 Parganas North togetherwith easement right ingress and egress to the said property, and *details Dag Nos.; Khatian Nos.; Area of land are given below:-*

R.S. DAG NO.	KHATIAN NO.	SALEABLE AREA
		K - Ch - Sq.ft
1277 (P)	29	04 - 03 - 43
1277/1659(P)	29	02 - 01 - 26
1276(P)	29	04 - 10 - 25
	Total	11 - 00 - 04

And thereafter the said BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD, mutated its name in the record of the Madhyamgram Municipality and obtained a one Municipal Holding No.11/3, Nandan Kanan Main Road, in Ward No.25 (formerly 17), and also mutated its named in the record of the Block Land and Land Reforms Office at Barasat obtained new Khatian No.4076.

AND WHEREAS the said BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD applied and obtained for a sanction of a building respecting construction of a Multi-storeyed building on the said Municipal Holding No.11/3, Nandan Kanan Main Road, Police Station - Madhyamgram (formerly Barasat), Kolkata - 700 132, in Ward No.25, within the jurisdiction of the Madhyamgram Municipality, District - North - 24-Parganas, and the same being duly sanctioned by the Madhyamgram Municipality vide sanctioned building plan No.COM-56/MM/2019-2020, dated 24-07-2019.

AND WHEREAS the said BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD thereafter started construction of a Multi-storeyed building known as "**POROSHPATHOR REGENCY**", in **Block ' D'**, hereinafter referred as 'SAID BUILDING', lying and situated at Municipal Holding No.11/3, Nandan Kanan Main Road, Police Station Madhyamgram (formerly Barasat), Kolkata - 700 132, in Ward No.25 (formerly 17), within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, therefor containing several self contained Flats, shops/commercial space, garages, Carparking spaces and other spaces therein.

AND WHEREAS The Property is earmarked for the purpose of building a residential-cum-commercial project comprising multi-storied apartment/ Blocks/buildings and commercial spaces and car parking spaces and the said project shall be known as "**POROSHPATHOR REGENCY**", ("Said Complex"). The development of the Said Complex/Projects known as '**POROSHPATHOR REGENCY**' inter alia consisting of Five blocks namely **Block - 'A'**, **Block - 'B'**, (already completed) and **Block - 'C'**, **Block - 'D'** and **Block - 'E'**, the vendor herein duly constructed, comprising Five-storied residential-cum-commercial buildings, with the West Bengal Housing Industry Regulatory Authority ("Authority"), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.

The Vendor is fully competent to enter into this Agreement and all the legal formalities with respect to the title, title of the Vendor to the project duly constructed as **Block - 'D'**, have already been completed in the said project/complex, thereof containing several self contained Flats, Carparking spaces and other spaces therein, morefully and particularly described in the **SECOND SCHEDULE** hereunder written.

AND WHEREAS the Purchaser/Allottees herein have taken inspection of the abstracts of title of the Vendor and also the said sanctioned building plan, and materials and measurement relating to the said unit, being a **FLAT AND CARPARKING SPACE** within the said building, and made themselves fully conversant with the contents hereof, and have fully satisfied themselves as to the Title of the present owner-the Vendor. If and in case any dispute or difference which may arise between the parties hereto with regard to the construction, measurement and materials, or any other disputes shall be referred to the Court of Law for appointment of a Arbitrator as per Arbitration and Conciliation Act, 1996 as amended upto date.

AND WHEREAS the Vendor herein enter into an Agreement for sale, dated,, with the Purchaser/Allottees herein respecting sale of the property being (a) **ALL THAT** one self contained residential Apartment/Flat No....., on the **Floor**, in Block - '**D**', having salable area square feet, more or less, corresponding carpet area of (**.....**) square feet, more or less, consisting of Bed rooms, One kitchen-cum-living/dining, Toilet and Balcony. The layout of the Said Apartment is delineated in RED colour on the Plan annexed hereto; (b) The Said Parking Space, being the right to park measuring built-up area **135 (one hundred thirty five)** square feet, more or less, medium sized car/or (**.....**) two wheeler/s in the covered space in the ground Floor of any building in the Said Complex, hereinafter jointly called the said "**UNIT**", morefully and particularly described in the **THIRD SCHEDULE** hereunder written, as contained in the building/complex known as "**POROSHPATHOR REGENCY**", lying and situated at **Municipal Holding No.11/3, Nandan Kanan Main Road**, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, R.S./L.R. Dag No.1277(p), 1277/1659(P), 1276(P) under R.S./L.R. Khatian No.4076, in Ward No.25 (formerly 17), Police Station Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, at or for a total consideration of **Rs...../- (Rupees)** only, covering the proportionate value of the lands respecting the unit below the building and that covering vendor charges for construction of the unit within the same as included in the amount of the consideration as agreed being paid by the Purchaser/Allottees herein to the vendor in full.

AND WHEREAS the Vendor herein have agreed to sell, and the Purchaser/Allottees herein have agreed to purchase (a) **ALL THAT** one self contained residential Apartment/Flat No....., on the **Floor**, in Block - '**D**', having salable area square feet, more or less, corresponding carpet area of (**.....**) square feet, more or less, consisting of Bed rooms, One kitchen-cum-living/dining, Toilet and Balcony. The layout of the Said Apartment is delineated in RED colour on the Plan annexed hereto; (b) The Said Parking Space, being the right to park measuring built-up area **135 (one hundred thirty five)** square feet, more or less, medium sized car/or (**.....**) two wheeler/s in the covered

space in the ground Floor of any building in the Said Complex, hereinafter jointly called the said "UNIT", morefully and particularly described in the **THIRD SCHEDULE** hereunder written, as contained in the building/complex known as "POROSHPATHOR REGENCY", lying and situated at **Municipal Holding No.11/3, Nandan Kanan Main Road**, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, R.S./L.R. Dag No.1277(p), 1277/1659(P), 1276(P) under R.S./L.R. Khatian No.4076, in Ward No.25 (formerly 17), Police Station Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, morefully and particularly described in the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** undivided proportionate share in the said lands and the said building thereon, morefully and particularly described in the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** the easements and quasi-easements, morefully and particularly described in the **FOURTH SCHEDULE** hereunder written, **TOGETHER WITH** common right over the passage, stair case, main entrance, drain line, water line, pumps, motors and pump room of the said building and the other Purchaser/Allottee and/or Purchaser/Allottees, morefully and particularly described in the **FIFTH SCHEDULE** hereunder written, **TOGETHER WITH** obligation to pay for expenses for maintenance and repair of the main structure of the said building, morefully and particularly described in the **SIXTH SCHEDULE** hereunder written, **AND FURTHER**, subject to the restrictions mentioned in the **SEVENTH SCHEDULE** hereunder written, at or for a total consideration of **Rs...../- (Rupees) only**, covering the proportionate value of the lands respecting the unit below the building and that covering Vendor charges for construction of the unit within the same as included in the amount of the consideration as agreed being paid by the Purchaser/Allottees herein to the Vendor in full, the unit hereunder sold the subject matter hereof and the possession of the said unit has been taken by the Purchaser/Allottees simultaneously with the execution hereof.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of **Rs...../- (Rupees) only**, lawful money of Union of India well truly paid by the Purchaser/Allottees herein to the Vendor herein at or before the execution of these presents (the receipt whereof the Vendor doth hereby admits and acknowledges the same as per memo hereunder written) covering Vendor charges for construction, and value of proportionate share thereof in lands as contained in the premises and of and from the same every part thereof the Vendor do, and each of them doth hereby acquit, release, exonerate, and discharge the Purchaser/Allottees their heirs,executors, administrators, representatives and assigns and every one of them the said 'UNIT', and the undivided and impartible proportionate share of interest and ownership in the lands below or beneath the said building containing inter-alia the said 'UNIT' the subject matter hereof, lying and situated at **Municipal Holding No.11/3, Nandan Kanan Main Road**, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, R.S./L.R. Dag No.1277(p), 1277/1659(P), 1276(P) under R.S./L.R. Khatian No.4076, in Ward No.25 (formerly 17), Police Station Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, with all common areas, and spaces, and all easements and other rights respecting the same, as fully described in the **SECOND SCHEDULE** hereunder written and every part thereof the Vendor as beneficial owner doth by these presents indefeasibly grant, sell, convey, transfer, assign, and assure, and the Vendor admitting receipt of its charges for construction of the Unit in full from the Purchaser/Allottees doth hereby confirm, and assure unto the Purchaser/Allottees their heirs, executors, administrators, representatives and assigns free from encumbrances, attachments, and other defects in title (a) **ALL THAT** one self contained residential Apartment/Flat No....., on the **Floor**, in Block - 'D', having salable area square feet, more or less, corresponding carpet area of (.....) square feet, more or less, consisting of Bed rooms, One kitchen-cum-living/dining, Toilet and Balcony. The layout of the Said Apartment is delineated in RED colour on the Plan annexed hereto; (b) The Said Parking Space, being the right to park measuring built-up area **135 (one hundred thirty five)** square feet, more or less, medium sized car/or _____ (.....) two wheeler/s in the covered space in

the ground Floor of any building in the Said Complex, hereinafter jointly called the said "UNIT", morefully and particularly described in the **THIRD SCHEDULE** hereunder written, as contained in the building/complex known as "POROSHPATHOR REGENCY", lying and situated at **Municipal Holding No.11/3, Nandan Kanan Main Road**, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, R.S./L.R. Dag No.1277(p), 1277/1659(P), 1276(P) under R.S./L.R. Khatian No.4076, in Ward No.25 (formerly 17), Police Station Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, morefully and particularly described in the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** undivided proportionate share in the said land and the said building thereon, morefully and particularly described in the **SECOND SCHEDULE** hereunder written, **OR HOWSOEVER** otherwise, the same is known, butted, bounded, described distinguished **TOGETHER WITH** the proportionate right to water course, lights, liberties, privileges, easements, appendages and appurtenances whatsoever to the said 'UNIT' or any part thereof belonging or in any way appertaining to or remaining with the same, or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto, and the reversion and reversions reminder and reminders, rents, issues and profits thereof, and every part thereof, together and further more with all the estate, right, title, inheritance, use, trust, property, claim, and demand whatsoever both in law and in equity of the Vendor and the Vendor unto and upon the said 'UNIT' and every part thereof, morefully and particularly described in the **THIRD SCHEDULE** hereunder written, **AND** all deeds, pattas, monuments, writings and evidences of title which in any wise relate to the said 'UNIT', or any part or parcel thereof, and which, now are or hereafter shall or may be in the custody, power or possession of the Vendor and the Vendor, its heirs, executors, administrators or representatives or any persons from whom he or they can or may procure the same without action or suit in law, or in equity, **TO ENTER INTO, AND HAVE AND HOLD, OWN, POSSESS, AND ENJOY** the said 'UNIT' and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with its rights, members and appurtenances unto and to the use of the Purchaser/Allottees their heirs, executors, administrators, representatives and assigns forever freed and discharged from or otherwise by the Vendor and Vendor herein well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Vendor from to these presents **AND THE** Vendor and the Vendor do hereby for themselves, its administrators, and representatives, as the case may be, covenant with the Purchaser/Allottees their heirs, executors, administrators, representatives and assigns, **THAT NOTWITHSTANDING** any act, deed, or thing whatsoever, by the Vendor of its predecessors and ancestors in title, done or executed or knowingly suffered to the contrary they the Vendor had at all material times heretofore, and now have good right, full power, absolute authority and indefeasible title to GRANT, SELL, CONVEY, TRANSFER, ASSIGN AND ASSURE the said "UNIT" hereby GRANTED, SOLD, CONVEYED AND TRANSFERRED OR EXPRESSED OR INTENDED so to be, unto and to the use of the Purchaser/Allottees, their heirs, executors, administrators, representatives and assigns in the manner aforesaid **AND THAT** the Purchaser/Allottees, their heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly enter into, hold, possess and enjoy the said 'UNIT' and every part thereof and receive the rents, issues and profits thereof, without any lawful eviction, hinder and interruption, disturbance, claim or demand whatsoever from or by the Vendor and/or Vendor or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them or from or under any of its ancestors or predecessors in title **AND THAT FREE AND CLEAR FREELY AND CLEARLY AND ABSOLUTELY** discharged, saved, harmless, and kept indemnified against all estates and encumbrances cleared by the Vendor or any person or persons having lawfully or equitably claiming any estate or interest in the said proportionate share in the lands respecting the said 'UNIT' or the unit as a whole or any part thereof from 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/Allottees do and cause to be done or executed all such acts, deeds and things whatsoever for further

better and more perfectly assuring the said 'LAND' and the said 'UNIT' and every part thereof as also the said rights, and privileges unto and to the use of the Purchaser/Allottees in manner as aforesaid, as shall or may be reasonably required **AND THAT** the Purchaser/Allottees will have right to get the benefits of the covenants regarding production of the documents and writings relating to the title of the property described in the **SECOND SCHEDULE** hereunder written, supply of copies thereof as mentioned hereinabove **AND** the Vendor and the Vendor are absolved of all responsibilities regarding the property hereby sold **AND THAT** the Purchaser/Allottees shall be entitled to all rights all easements, quasi-easements and privileges pertaining to the said "UNIT", as detailed in the **FOURTH SCHEDULE** hereunder written, **TOGETHERWITH** all rights of use and enjoyment of the common areas and the common utilities and services in the premises as mentioned in the **FIFTH SCHEDULE** hereto in common with all the co-owners of the property, the building as aforesaid, **TOGETHER WITH** obligation to pay proportionately all common expenses mentioned in the **SIXTH SCHEDULE** hereunder written, **AND FURTHER** subject to the restrictions mentioned in the **SEVENTH SCHEDULE** hereunder written **AND FURTHER MORE** the Vendor and the Vendor, administrators, shall at all time hereafter indemnify and keep indemnified the Purchaser/Allottees their heirs executor, administrators and assigns losses, damages, costs, charges and expenses, if any, as may be suffered by reason of any defect in the title of the Vendor or any breach of the covenants hereinunder contained.

FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of Bastu land, land *measuring an area* **11(eleven) Cottahs 00 (zero) chittak 04(four) square feet**, more or less, being Plot No. A, B and B-1 (formerly out of Plot No. F and G), lying and situated at Municipal Holding No.11/3, Nandan Kanan Main Road, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, R.S./L.R. Dag No.1277(p), 1277/1659(P), 1276(P) under R.S./L.R. Khatian No.4076, in Ward No.25 (formerly 17), Police Station Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, butted and bounded as follows:—

ON THE NORTH :R.S. Dag No. 1276(P) and 1277(P)
ON THE SOUTH :20' feet wide Nandan Kanan Main Road.
ON THE EAST :R.S. Dag No. 1276(P) & 1277/1659(P)
ON THE WEST :Poroshpathor Regency Housing Complex.

SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT proposed Multi-storeyed brick-built messuage tenement hereditament and premises and/or building in **Block 'D'**, **TOGETHER WITH** the a piece or parcel of bastu land there unto belonging whereon or on Part whereof the same is erected and built building known as "POROSHPATHOR REGENCY" in **Block - 'D'**, containing area **11 (eleven) Cottahs 00 (zero) chittak 04(four) square feet**, more or less, being Plot No. A, B and B-1 (formerly out of Plot No. F and G), lying and situated at Municipal Holding No.11/3, Nandan Kanan Main Road, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, R.S./L.R. Dag No.1277(p), 1277/1659(P), 1276(P) under R.S./L.R. Khatian No.4076, in Ward No.25 (formerly 17), Police Station Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, butted and bounded as follows:—

ON THE NORTH :R.S. Dag No. 1276(P) and 1277(P)
ON THE SOUTH :20' feet wide Nandan Kanan Main Road.
ON THE EAST :R.S. Dag No. 1276(P) & 1277/1659(P)
ON THE WEST :Poroshpathor Regency Housing Complex.

THIRD SCHEDULE ABOVE REFERRED TO:

(a) **ALL THAT** one self contained residential Apartment/Flat No....., on the **Floor**, in Block - 'D', having salable area square feet, more or less, corresponding carpet area of

(.....) square feet, more or less, consisting of Bed rooms, One kitchen-cum-living/dining, Toilet and Balcony. The layout of the Said Apartment is delineated in RED colour on the Plan annexed hereto;

(b) The Said Parking Space, being the right to park measuring built-up area **135 (one hundred thirty five)** square feet, more or less, medium sized car/or _____ (_____) two wheeler/s in the covered space in the ground Floor of any building in the Said Complex;

As contained in the building/complex known as "**POROSHPATHOR REGENCY**", lying and situated at **Municipal Holding No.11/3, Nandan Kanan Main Road**, in Mouza - Doharia, J.L. No.45, Touzi No.146, Rasa No.132, R.S./L.R. Dag No.1277(p), 1277/1659(P), 1276(P) under R.S./L.R. Khatian No.4076, in Ward No.25 (formerly 17), Police Station Madhyamgram (formerly Barasat), Kolkata - 700 132, within the jurisdiction of Madhyamgram Municipality, District 24 Parganas North, morefully and particularly described in the **SECOND SCHEDULE** hereinabove, **TOGETHER WITH** undivided proportionate share of the land and structure, morefully and particularly described in the **SECOND SCHEDULE** hereinabove written, **TOGETHER WITH** the easements and quasi-easements, morefully and particularly described in the **FOURTH SCHEDULE** hereunder written, **TOGETHER WITH** common right over the passage, main entrance, drain line, water line, pump, motor and pump room of the said building in common with the Vendor and the other Purchaser/Allottee and/or Purchaser/Allottee, morefully and particularly described in the **FIFTH SCHEDULE** hereunder written, **TOGETHER WITH** obligation to pay for expenses for maintenance and repairing the main structure of the said building, morefully and particularly described in the **SIXTH SCHEDULE** hereunder written, **AND FURTHER** subject to the restrictions mentioned in the **SEVENTH SCHEDULE** hereunder written, **AND** delineated in Map or Plan annexed hereto being bordered in '**RED**', colour.

FOURTH SCHEDULE ABOVE REFERRED TO :

EASEMENTS, QUASI-EASEMENTS, PRIVILAGES, THE PURCHASER/ALLOTTEE OR PURCHASER/ALLOTTEES ARE ENTITLED TO :

1. The purchaser/purchasers shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appertaining to the said '**UNIT**', or therewith usually held, occupied, enjoyed, reputed or known, being part & parcel or member thereof, or appertaining thereto, which are hereinafter morefully specified, excepting and reserving unto the Vendor and other owners/purchaser of other units their right, if any, of easements, quasi-easements, privileges and appurtenances, respecting the same, morefully and particularly set forth hereinafter in details.
2. The rights of access in common to the building with the other Purchasers of the building, subject to limitation, if any, to their such rights, at all times, and for all normal use and purpose connected with the use and enjoyment of the said '**UNIT**'.
3. The right to use at all times and for all purposes the common passage, lobby, stair case, and landings within the said building, entrance to the said "**UNIT**", from the main entrance and exit therefrom in common with the other purchasers of other units, subject to limitation, if any to their such rights in the building, **PROVIDED ALWAYS**, and it is hereby declared that the Purchaser/allottee herein, other owner/purchasers of other units or their Servants, Agents and invites shall not be entitled to obstruct, or deposit any materials, or rubbish in, or otherwise encumber the free passage of other person or persons, including that of the Purchaser/Allottee, the said passage, lobby, stair case, landings and other spaces being meant to be used in common as aforesaid.
4. The right of protection of the said '**UNIT**' by or from all parts of the building so far they now protect the same.

5. The rights of passage in common as aforesaid for electricity, water and soil from and to the said '**UNIT**' through pipes, drains, wires and conduits lying or being in, under, or over the said building as may be reasonably necessary for the beneficial occupiers of the said '**UNIT**' for all purposes whatsoever.
6. The purchaser or purchaser of different units within the building, inclusive of the Unit hereunder sold, shall have access to the ultimate roof for use thereof for reasonable purposes inter alia for the pleasure of having fresh air their, and otherwise for use thereof in connection with any Celebration on occasion or for repair of reservoir on the roof and/or water pipes connected thereto, provided, however, that if the Vendor installs disantena on portion of the ultimate roof over the stair case, and the lift operation room there, and erects structure on the roof in the shape of a room in connection therewith making arrangements therefor and/or entering into agreements for the purpose with any one of such organisations like Vodaphone, Reliance, Airtel etc as against such installation by the vendor the purchasers of different units, inclusive of the Purchaser/Allottee herein, shall not be entitled to raise any objection thereto in any manner whatsoever.
7. The right to use in common with the Vendor and other owner/Purchasers of different units, other person or persons having such right respecting the common part or parts of the building, including the stair case, open and covered spaces, passages for electrical installations and other common passages, subject to limitation thereof, if any.
8. The right of passage in common with the Vendor, and other owners/Purchasers of different units, and other person or persons having such rights, subject to limitation thereof, if any, of electricity, water, and soil from and to any part other than the said '**UNIT**', or parts of the said building through pipes, drains, wires, conduits lying or being in, under, through or over the said '**UNIT**', as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the building for all purposes whatsoever.
9. The right of protection of other portion or portions of the building by all parts of the said '**UNIT**' so far as they now protect the same without causing any structural alteration thereof.
10. Right of free access and user of the purchasers herein to the carparking space containing different spaces inter alia the carparking space hereunder transferred, without however affecting any right of the user of other purchasers of other spaces therein, who shall have the right to make reasonable user of other spaces save and except spaces respectively meant therefor for necessary movement of car only without having any right otherwise to use the same in any other manner whatsoever. Cars entering into the garage one after other requiring to the parked on spaces from the rear to the front portion thereof in order of entrance thereto, as such. The purchasers shall, however, have obligation to maintain the structure of the carparking space as contains their share of space therein the same jointly togetherwith other co-owners/purchasers of other spaces therein bearing the cost thereof proportionately.
11. The right to use at all time and for all relevants purposes the passage on the Ground floor of the building leading to the carparking space as aforesaid for ingress to, and egress therefrom for parking therein, and taking out cars therefrom, or for any purpose in connection with the same, or for necessary care, maintenance and right full user thereof in the true sense of the term togetherwith co-owners, purchasers of spaces therein.

FIFTH SCHEDULE ABOVE REFERRED TO

THE PURCHASER OR PURCHASERS ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE :-

1. Stair cases on all the floors and lift facilities.
2. Stair cases landing on all floors and lift facilities.
3. Main gate of the said building/premises and common passage and lobby on the Ground Floor to Top floor except other allotted space on the ground floor.

4. Water pumps, Water Tank, Water pipes and overhead tank on the roof, Lift and Lift space and other common plumbing installations.
5. Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in the common space, passage, staircase including electric meter fittings.
7. Common Electric meter and box.
8. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required therefor, common walls in between the unit being the Unit hereunder sold, and any other Unit beside the same on any side thereof.
9. Windows, Doors, Grills and other fittings of the common areas of the premises.
10. Such other common parts, areas, equipment, installations, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupation of the units.
11. Electrical Wiring, meters (excluding those installed for any particular **UNIT**).
12. GENERAL COMMON ELEMENTS of all appurtenances and facilities and other items which are not part of the said '**UNIT**'.
 - a) All private ways, curves, side-walls and areas of the said premises.
 - b) Exterior conduits, utility lines.
 - c) Public connection, meters, electricity, telephone and water owned by public utility or other agencies providing such services, and located outside the building.
 - d) Exterior lighting and other facilities necessary for upkeep and safety of the said building.
 - e) All elevations including walls, machine rooms and facilities.
 - f) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
 - g) The foundation, Corridor, Lobbies, Stairways Entrance and exists, path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said '**UNIT**', side or interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceilings and all staircases in the said building.
 - i) Utility lines, telephone and electrical systems contained within the said building.
 - h) The purchaser or purchaser of different units within the building, inclusive of the Unit hereunder sold, shall have access to the ultimate roof for use thereof for reasonable purposes interalia for the pleasure of having fresh air their, and otherwise for use thereof in connection with any Celebration on occasion or for repair of reservoir on the roof and/or water pipes connected thereto, provided, however, that if the Vendor installs disantena on portion of the ultimate roof over the stair case, and the lift operation room there, and erects structure on the roof in the shape of a room in connection therewith making arrangements therefor and/or entering into agreements for the purpose with any one of such organisations like Vodaphone, Reliance, Airtel etc as against such installation by the vendor the purchasers of different units, inclusive of the purchaser/allottee herein, shall **not** be entitled to raise any objection thereto in any manner whatsoever.

SIXTH SCHEDULE ABOVE REFERRED TO:

THE PURCHASER/ALLOTTEE OR PURCHASER/ALLOTTEES SHALL HAVE TO BEAR :-

1. The expenses of administration, maintenance, repair, replacement of the common parts, equipments, accessories, common area, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water, electric wirings, installations, sewers, drains, and all other common

parts, fixtures, fittings and equipments, in, under or upon the building enjoyed or used in common by the Purchaser co-Purchaser, or other occupiers thereof.

2. The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, lift and other parts of the building as enjoyed or used in common by the occupiers of the said building.
3. Cost and charges of establishment reasonably required for maintenance of the building, and, for vigilance, safety and security thereof and other incidental costs, as well.
4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, electrical installations, over lights, and service charges, and supplies of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.
7. Municipal taxes, Multi-storeyed building tax, if any, and other similar taxes, save those separately assessed on the respective Unit.
8. Litigation expenses as may be necessary for protecting the right, title and possession of the land and the building.
9. Such other expenses as are necessary or incidental expenses for maintenance, up-keep and security of the building and Govt. duties, as may be determined by the flat and/or Unit Owners' Association, as shall be formed by the unit-owners, inclusive of the Vendor as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Ownership Act and bye Laws, as amended being obligatory on their part in the fullest legal sense of the term.
10. The share of the purchaser or purchasers in such common expenses shall generally be proportionate in accordance with the liability of the Unit hereunder sold as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of the area within the same as against the total area within the building to be covered thereunder.

SEVENTH SCHEDULE ABOVE REFERRED TO

THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE UNIT HEREUNDER SOLD IS SUBJECT TO RESTRICTION AND OBLIGATION TO BE OBSERVED AS UNDER :-

1. The purchasers shall not use the said '**UNIT**', and roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance, or annoyance to the Owners or occupiers of the other units, inclusive of flats, nor to use the same for any illegal or immoral purposes in any manner whatsoever.
2. The Purchaser/Allottees will not carry on or permit to be carried on upon the said '**UNIT**' any offensive or unlawful business whatsoever, nor to do or permit to be done anything in the said unit which may be illegal or forbidden under any law for the time being in force.
3. The Purchaser/Allottees will not demolish or cause to be demolished or damaged the said '**UNIT**' or any part thereof.
4. The Purchaser/Allottees will not claim division or partition of the said land and/or the building thereon, and common areas within the same.
5. The Purchaser/Allottees will not throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulated in the '**UNIT**', or any portion of the building housing the same.
6. The Purchaser/Allottees will not avoid the liability or responsibility payment of maintenance charge, repairing any portion, or any component part of the Unit hereunder sold and transferred, or fittings and fixtures of the common area and also avoid obligation for giving free access to the Unit or portion thereof to men, agents,

masons, as may be required by the Flat Owners' Association from time to time on request therefor by such Association.

7. The Purchaser/Allottees will not paint outer walls or portion of their unit, common walls or portions of the building, exclusive of the getup thereof, without constructing other co-owners of other Flat but they being entitled to paint inside the walls and portions of their UNIT only in any colour of their choice.
8. To encroach any common portion of the building, jeopardy the user thereof, nor to encumber any of such portion in any manner whatsoever.
9. The Purchaser/Allottees of the UNIT together with other purchaser or Owners of the other flats shall must have the obligations to form an association of such flat Owners being members thereof for such purpose according to the provisions of Apartment Ownership Act. and bye Laws as amended upto date, the decisions of the said Association as per unanimous/mejority resolutions of the members thereof shall always be binding upon the members, be that in relation to guidance of members.
10. If the Vendor herein gets further sanction of construction over and above the number of floor/one flat of the Multi-storied building for further construction of a floor/one flat in such an event the Vendor will have authority to make further construction over the ultimate roof in that event the purchaser or purchasers will not raise any objection or obstruction thereto in any manner whatsoever.
11. If and in case any Flat of the Ground floor is sold or rent for commercial purpose or if the vendor being in occupation of any Flat on the Ground floor and/or purchaser or purchasers of different units on the Ground floor use any unit for commercial purpose the Vendor herein, and/or purchaser of other units shall not make any objection as against the same in any manner whatsoever.

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

SIGNED, SEALED & DELIVERED
BY THE VENDOR AT CALCUTTA
IN THE PRESENCE OF:

1.

BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD

Represented by its

Managing Director

SRI SUSANTA SUR ROY

...VENDOR/ FIRST PART

2.

SIGNED AND ACCEPTED
BY THE PURCHASERS AT KOLKATA
IN THE PRESENCE OF:

1.

1) MR.....

2) MR.
...PURCHASERS/SECOND PART

2.

Drafted By :

MR. MANIK LAL DE
Advocate,
High Court, Calcutta.
WB/632/1988.

RECEIVED on and from the within named purchasers a sum of Rs...../- (Rupees
.....) only the total consideration in respect of the said unit, in the manner as under:—

Memo of Consideration

Cheque No./ Draft /Cash	Dated	Drawn on	Amount
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TOTAL RUPEES
.....**ONLY.**

TOTAL Rs.

WITNESSES

1.

2.

BENGAL IDEAL HOME MAKER & ASSOCIATES PVT. LTD

Represented by its

Managing Director

SRI SUSANTA SUR ROY

...VENDOR/ FIRST PART