

भारतीय गैर न्यायिक

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FIFTY
RUPEES

Rs.50

INDIA NON

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THIS INDENTURE made this day ofTwo Thousand,
BETWEEN (1) ABCON PROPERTIES PRIVATE LIMITED, a company
incorporated under the Companies Act, 1956, having its registered
office at Apartment No.22, 4th Floor, 105, Park Street, Kolkata-700016,
having CIN U70109WB1993PTC060923, having PAN AACCA5387M, (2)
SWADESHI APARTMENTS PRIVATE LIMITED, a company
incorporated under the Companies Act, 1956, having its registered
office at Apartment No. 22, 4th Floor, 105, Park Street, Kolkata -
700016, having CIN U70109WB1995PTC07188, having PAN
AAECS1969B, (3) **MONITOR BUILDERS PRIVATE LIMITED**, a
company incorporated under the Companies Act, 1956, having its
registered office at Apartment No. 22, 4th Floor, 105, Park Street,
Kolkata - 700016 , having CIN U55201WB1997PTC085197, having PAN
AAACN9655M, (4) **PROMPT FINANCIAL MANAGEMENT PRIVATE
LIMITED**, a company incorporated under the Companies Act, 1956,
having its registered office on the at Apartment No. 22, 4th Floor, 105,
Park Street, Kolkata - 700016 , having CIN
U74140WB12007PTC118904, having PAN AAFCP6500J, (5) **PARIJAT
OVERSEAS PRIVATE LIMITED**, a company incorporated under the
Companies Act, 1956, having its registered office at Apartment No. 22,
4th Floor, 105, Park Street, Kolkata - 700016, having CIN
U51909WB2007PTC117913, having PAN AAACP3536B, (6) **SUNSHINE
PROMOTERS PRIVATE LIMITED**, a company incorporated under the
Companies Act, 1956, having its registered office at Apartment No.22,

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KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No.2700/04
C.M.M's Court
2 & 3 Banksha 7 Street
Kolkata-700 001

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for KSHETRA
[Signature]

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Subscribed by

Name Kshetrem Estate

Address 11/A-12, Mahendra Roy Lane Kol-46

10 OCT 2018

Prop:- Srikant Tiwari
Licenced Stamp Vender
BACHAN CHANDIA
2 & 3, Bankshall Street
Kolkata - 700 001

10 OCT 2018

[], hereinafter referred to as the "**PURCHASER(S)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **THIRD PART.**

[OR]

[If the Purchaser is a Partnership]

[], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [] (PAN []), represented by its authorized partner (Aadhaar No. []) duly authorized vide hereinafter referred to as the "**PURCHASER(S)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns), of the **THIRD PART.**

[OR]

[If the Purchaser is a HUF]

Mr. [], (Aadhaar No. []), son of [] aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at [] (PAN []), hereinafter referred to as the "**PURCHASER(S)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART.**

The Vendors, Promoter and Purchaser(s) shall hereinafter collectively be referred to as the "parties" and individually as a "party".

WHEREAS:

A. By virtue of several Indentures of Conveyance executed and registered more fully and particularly described in the **Part I** of the **First Schedule** hereunder written, the Owners became absolutely seized and possessed of or otherwise well and sufficiently entitled to All that the Premises No. 923, Ho-Chi-Minh Sarani, Kolkata more fully and particularly described in the **Part II** of the **First Schedule** hereunder written (hereinafter referred to as the **said Premises**) free from all encumbrances, charges, liens, lispendense, acquisitions, requisitions, trusts of whatsoever nature.

B. The Owners have caused a plan being Building Permit No. 2016140109 dated 03/08/2016 duly sanctioned by the Kolkata Municipal Corporation [herein after referred to as the **said Plan**] for construction of a Basement plus Ground plus Nine (B+G+9) storied residential building at the said Premises [herein after referred to as the **said Project**].

C. By an Agreement dated the 24th day of January, 2016 all the Owners have jointly formed an Association of Persons (AOP) in the name of **KSHETRUM ESTATE**, to develop the said Premises upon causing

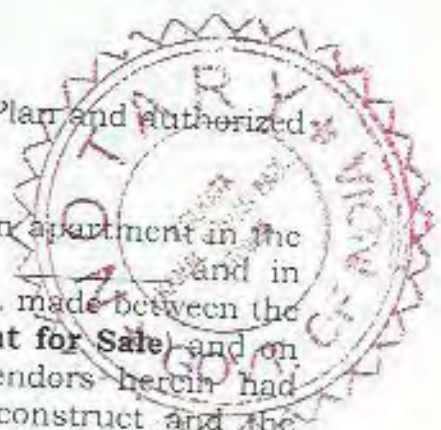
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KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No.2/06/04
C.M.M.'s, Court
2 & 3 Bankhola Street
Kolkata-700 001

FOR KSHETRUM ESTATE


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construction of the said New Building as per the said Plan and authorized it to exploit the same commercially.



D. The Purchaser(s) had applied for allotment of an apartment in the said Project vide Application No. _____ dated _____ and in response thereto, by an Agreement dated the _____, 20.... made between the parties hereto (hereinafter referred to as the **Agreement for Sale**) and on the terms and conditions mentioned therein the Vendors herein had agreed to sell, the Promoter herein had agreed to construct and the Purchaser(s) herein had agreed to purchase ALL THAT the 2BHK/3BHK **Apartment No.....** containing a carpet area ofsq. ft. (equivalent to a built up area ofsq. ft.) be the same a little more or less, Exclusive Balcony having area of ... sq.ft., Exclusive open terrace having an area of Sq.ft., on the **Floor** of the block no.... of the building of the Project known as **KSHETRUM ASPIRE** more fully and particularly described in the **Part-I** of the **Second Schedule** thereunder written Together with the proportionate undivided impartible share in the land attributable thereto Together With a Open/Covered/Independent/Dependent Car parking Space being no..... having an area of sq. ft. at the Ground Level/at the Basement **OR** Together With Right to park in Open Car Parking Space being no..... having an area of sq. ft. on the Ground Floor more fully and particularly described in the **Part-I** of the **Second Schedule** thereunder written to be developed in accordance to the Specifications as mentioned in **Part-II** of the **Second Schedule** there under written and of pro rata share of Sq.ft. in the Common Areas of the said Project together with right to enjoy the Common Facilities and Amenities of the Project to be used in common with the other Allottee(s) at and for the consideration of **Rs...../- (Rupees only)** excluding GST as applicable thereon and other terms and conditions contained therein.

E. In pursuance of the said Plan the Promoter has at its own costs and expenses duly constructed, erected and completed construction of the said Project known as **KSHETRUM ASPIRE** comprising several independent residential Apartments and covered/open car parking spaces thereat.

F. The Promoter herein has obtained the Completion Certificate bearing No..... dated issued by the in respect of the said Project.

G. At the request of the Purchaser(s) the Vendors and the Promoter have agreed to execute this Indenture in their favour.

H. At or before execution of this Indenture, the Purchaser(s) have also inspected, investigated and satisfied himself/herself/themselves as follows:-

- a) the title of the Vendors to the said Premises;
- b) the right of the Vendors to sell/transfer the said Apartment;
- c) the said plans;

ABCON PROJECTS
DIRECTOR
CONSTRUCTION
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DRAUGHTI TOWERS PVT. LTD.
ZENITH NIRMAL PVT. LTD.
ADBHUT VITIMAR PVT. LTD.

Signature

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2 & 3 Bank Street
Kolkata-700 001

For KSHETRUM ESTATE
Signature

- d) all the documents as recited hereinabove;
- e) the carpet area of the said Apartment and the pro rata share in the Common Areas;
- f) the car parking space, if any;
- g) the open terrace, if any;
- h) the Common Facilities and Amenities of the Tower and the said Project.



1. Unless in this Indenture there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

ASSOCIATION - shall mean an Association of Allottees in the Project to be formed by the Promoter under the provisions of West Bengal Apartment Vendorship Act 1972 or any other similar Act applicable thereto.

BLOCK/TOWER : shall mean the new block or tower where the Apartment of the Purchaser(s) is situated and also comprising of residential areas, open or covered parking spaces and other constructions whatsoever constructed, erected and completed in accordance with the Plans.

BUILT-UP AREA : shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the apartment and the common facilities like lift lobbies, stairs, corridors and so on plus the open terrace, balcony area or verandah, if any.

CARPET AREA : shall according to its context mean the usable floor area of the apartment described in the **Part-I** of the **Second Schedule** hereunder excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment.

CLUB : shall mean a Club being set up/to be set up for the use and enjoyment of the Purchasers within the Project more fully and particularly described in the **Fifth Schedule** here under written.

COMMON AREAS - shall mean and include the areas as mentioned in the **Part-I** of the **Third Schedule** hereunder written, to be used in common by all the allottees.

COMMON FACILITIES AND AMENITIES: shall mean and include the facilities and amenities as mentioned in **Part II** of the **Third Schedule** hereunder to be used in common by all the allottees.

COMMON EXPENSES- shall mean and include as mentioned in the **Fourth Schedule** hereunder written all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the

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For KSHETRUM

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Purchasers and to be contributed, borne, paid and shared by all the Purchasers of the Project.

COMMON PURPOSES - shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.

COMPLETION CERTIFICATE - shall mean the Completion Certificate bearing no..... dated issued by the Kolkata Municipal Corporation certifying that the project has been developed according to the sanctioned plan(s), layout plan and specifications, as approved by the competent authority/authorities under the local laws, as applicable.

PLAN/S - shall mean the Building Permit No. 2016140109 dated 03/08/2016 duly sanctioned by the Kolkata Municipal Corporation for construction of a Basement plus Ground plus Nine (B+G+9) storied residential building at the said Premises and shall include any modifications and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area with the approval of the competent authority.

PROJECT - shall mean the development of the said premises by construction of Basement plus Ground plus Nine (B+G+9) storied building having two blocks comprising of Apartments and Commercial units on the 1st to 9th floor and Ground Floor respectively. Car parking spaces, open areas, common areas, common facilities and amenities and all development works constructed, erected and completed at different floors by the Promoter on the said Premises or on the part thereof and known as **KSHETRUM ASPIRE** in terms of the said Plan(s) together with all easement rights and appurtenances belonging thereto.

SAID PREMISES - shall mean All That the piece and parcel of land containing an area of 1.19 acres be the same a little more or less situate lying at Mouza Gangarampur, Pargana Magura, J.L.No. 5, Touji No. 9, comprised in C.S and R.S. Dag No. 256(p), R.S.Khatian No.612, being Premises No. 923, Ho Chi Min Sarani, Ward No.128, within the limits of the Kolkata Municipal Corporation, Police Station - Parnashree, Post Office-....., Kolkata-700 034, , District South 24-Parganas more fully and particularly mentioned and described in the **Part-II** of the **First Schedule** hereunder written.

SAID SHARE - shall mean proportionate undivided indivisible impartible variable share in the land comprised in the Project attributable to the said Apartment.

SAID APARTMENT - shall mean **ALL THAT** the 2BHK/3BHK residential Apartment No..... containing a carpet area ofsq. ft. (equivalent to a built up area ofsq. ft.) be the same a little more or less, and Exclusive adjoining Balcony having area of ... sq.ft., on the **Floor** of

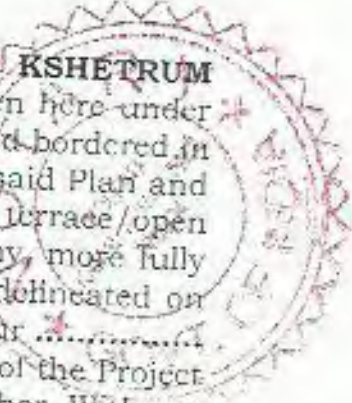
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2 & 3 Bankshall Street
Kolkata-700 001

For KSHETRUM ASPIRE
[Signature]

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the block no.... of the building of the Project known as **KSHETRUM ASPIRE** more fully described in the **Second Schedule** written here under and delineated on the Floor Plan being **Annexure A** hereto and bordered in colour thereon constructed and completed as per the said Plan and Together With the exclusive right to use the adjoining open terrace/open space having a Built up area of ... sq.ft. approximately, if any, more fully described in the **Second Schedule** written here under and delineated on the Floor Plan being **Annexure A** hereto and bordered in colour thereon Together With the said Share beneath the said block of the Project known as **KSHETRUM ASPIRE** attributable thereto Together With a Open/Covered/Independent/Dependent Car parking Space being no..... having an area of sq. ft. at the Ground Level/at the Basement **OR** Together With Right to park in Open Car Parking Space being no..... having an area of sq. ft. on the Ground Floor more fully and particularly described in the **Second Schedule** hereunder written and delineated on the Plan being **Annexure B** hereto and bordered in colour thereon and pro rata Common Areas of Sq.ft. of the said Project known as **KSHETRUM ASPIRE** more fully mentioned in the **Part -I** of the **Third Schedule** hereto and right to enjoy common areas, common amenities and facilities of the said Project more fully mentioned in the **Part - II** of the **Third Schedule** hereto along with the right to enjoy the same in common to the other allottees of the said Block/Tower and the said Project..

J. All other words if defined in the said Agreement for Sale shall have the same meaning hereunder.

NOW THIS INDENTURE WITNESSETH that in pursuant of the said agreement and in consideration of the aforesaid sum of **Rs...../- (Rupees only)** excluding GST as applicable of the lawful money of the Union of India well and truly paid by the Purchaser(s) to the Promoter (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchaser(s) and the said Apartment and properties appurtenant thereto) the Vendors do and each of them doth hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Purchaser(s) **All that** the BHK residential Apartment No. _____ having carpet area of _____ square feet (equivalent to _____ square feet of built up area and _____ square feet of super built area, which is provided here only for information purpose), on the _____ floor in Block/Tower No. _____ Together with exclusive right to use the Balcony having a Built Up area of Sq.ft. approximately adjoining to the said Apartment No..... more fully described in the in the **Part-I** of the **Second Schedule** written here under and delineated on the Floor Plan being **Annexure A** hereto and bordered in colour thereon and Together With the exclusive right to use the adjoining open terrace/open space having a Built up area of ... sq.ft. approximately, if any, more fully described in the in the **Part-I** of the **Second Schedule** written here under and delineated on the Floor Plan being **Annexure A** hereto and bordered in colour thereon Together With the proportionate undivided indivisible impartible variable share in the land beneath the said Block/Tower of the Project known as **KSHETRUM ASPIRE**, constructed and completed in accordance to the

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MARINE DEVEL
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KAMAL KUMAR PAUL
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C.M.M's, Court
2 & 3 Bankshall Street
Kolkata-700 001

KSHETRUM ASPIRE
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Plan, agreed specifications and workmanship, attributable hereto Together With a Open/Covered/Independent/Dependent Car parking Space being no..... having an area of sq. ft. at the Ground Level/at the Basement **OR** Together With Right to park in Open Car Parking Space being no..... having an area of sq. ft. on the Ground Floor more fully and particularly described in the **Part-II** of the **Second Schedule** hereunder written and delineated on the Plan, being **Annexure B** hereto and bordered in colour thereon and pro rata Common Areas of Sq.ft. of the said Project known as **KSHETRUM ASPIRE** more fully mentioned in the **Part -I** of the **Third Schedule** hereto and right to enjoy common areas, common amenities and facilities of the said Project more fully mentioned in the **Part - II** of the **Third Schedule** hereto along with the right to enjoy the same in common to the other Purchasers of the said Block/Tower and the said Project, (hereinafter collectively referred to as the **SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common installations, amenities and facilities in common with the other Purchasers and the other lawful occupants of the said Project **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Apartment and the Rights and Properties Appurtenant thereto hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser(s).

II. AND THE VENDORS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER(S) as follows:-

- Notwithstanding any act deed matter or thing whatsoever by the Vendors/Promoter done or executed or knowingly suffered to the contrary the Vendors/Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Apartment And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- Notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors/Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser(s) in the manner as aforesaid.
- The said Apartment And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Vendors/Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Vendors/Promoter.

ABCON PROJECTS
DIRECTOR
CONSULTANT
S.V.
M.C.
PUNJAB
K.P.
SPINNING WHEEL DEVELOPERS
DR. S. S. TOWERS PVT. LTD.
ZENITH NIRMAL PVT. LTD.
ADBHUT VIKRAM

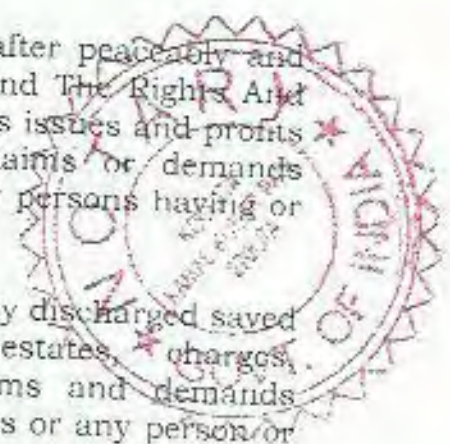
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C.M.A.'s, Court
2 & 3 Bankshall Street
Kolkata-700 001

For KSHETRUM ASPIRE

[Signature]

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d) The Purchaser(s) shall and may at all times hereafter peacefully and quietly hold possess and enjoy the Said Apartment And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendors/Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.



e) The Purchaser(s) shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Vendors or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Vendors/Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchaser(s) makes do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Apartment And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser(s) in the manner as aforesaid as shall or may be reasonably required.

g) The Vendors has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder the Said Apartment And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

h) The Vendors/Promoter do hereby further covenant with the Purchaser(s) that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser(s) shall produce or cause to be produced to the Purchaser(s) or to their attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and also shall at the like request and costs of the Purchaser(s) deliver to the Purchaser(s) such attested or other true copies or extracts therefrom as the Purchaser(s) may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

III. AND THE PURCHASER(S) SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE VENDORSHIP AND POSSESSION OF THE SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE VENDORS AND THE PROMOTER as follows:-

a) to co-operate with the Promoter and/or the facility management agency appointed by the Promoter in the management and maintenance of the Tower/said Project and other Common Purposes and formation of the

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k) no bird or animal shall be kept or harboured in the common areas of the Tower/said Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Tower/said Project unless accompanied.

l) not to claim any right whatsoever or howsoever over any other Apartment or portion of the Tower/said Project save the Apartment.

m) not to put any nameplate or letter box or neon-sign or board or signage in the Common Areas or on the outside wall of the new building save a letter box in the ground floor at the designated place as be expressly approved or provided by the Promoter and a decent nameplate or signage of the size of 6' X 3' outside or above the main gate of the Apartment. It is hereby expressly made clear that in no event the Purchaser(s) shall open out any additional window or any other apparatus protruding outside the exterior of the Apartment.

n) not to alter the outer elevation of the tower or any part thereof nor decorate the exterior of the building otherwise than in the manner agreed by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers in writing or in the manner as near as may be in which it was previously decorated and to maintain at all times the Promoter's logo at the main entrance and on the roof of the new building or at any other place.

o) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the staircase, lobby, lifts, landings, pathways, passages or in any other Common Areas or in any other portion of the Tower/said Project nor into lavatories, cisterns, water or soil pipes serving the new Building nor allow or permit any other Co-transferee to do so.

p) not to commit or permit to be committed any alteration or changes in the main structures, beams, pillars, pipes, conduits, cables and other fixtures and fittings serving in the tower.

q) to keep the Apartment and partition walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the new building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments/parts of the new building and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment. In particular and without prejudice to the generality to the foregoing, the Purchaser(s) do and each of them doth hereby covenant that the Purchaser(s) shall not make any form of alteration in the beams and columns passing through the Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

r) not to let out transfer or part with the possession of the Car Parking Space, if the right of parking of car is granted hereunder, independent of the Apartment nor vice versa, with the only exception being that the Purchaser(s) shall be entitled to let out transfer or part with possession of



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the parking space independent of the Apartment to any other Co-transferee of the new building and none else.

s) not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral act, deed or activity (in or through the Apartment).

t) maintain at their own costs, the Apartment in the same good condition, state and order clean, hygienic and tidy and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire, Safety under the West Bengal Fire Services Act, 1950 and the rules made thereunder) of the Government, KMC, CESC Ltd., KOLKATA POLICE and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of the lifts, Generator, water, electricity, drainage, sewerage and other installations and amenities including the Promoter's logo at the New Building and to make such additions and alterations in or about or relating to the Apartment and/or the new building as be required to be carried out by them or any of them, independently or in common with the other Co-transferees as the case may be without holding the Vendors/Promoters in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Vendors/Promoter saved, harmless and indemnified from and against all loss, damage, costs, claims, demands, actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Purchaser(s).

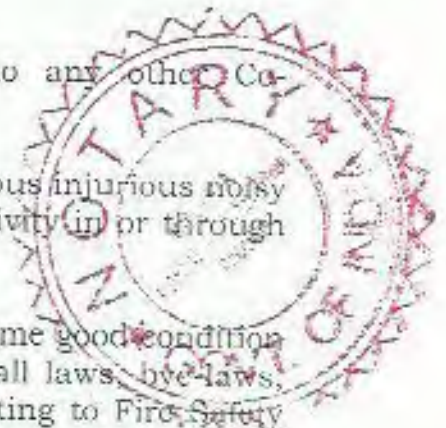
u) to apply for and obtain at their own costs separate assessment and mutation of the Apartment in the records of KMC and the Vendors/Promoter shall give their consent for the same.

v) to keep all the pipes, drains, basins, sinks and water closets, if any, in the said Apartment clean and unblocked and bear and pay all expenses relating thereto including the salaries of the cleaners, if employed by them.

w) to collect and/or to remove all refuse or rubbish whatsoever from the said Apartment daily and to deposit the same in approved refuse bins, receptacles or containers as may be directed from time to time at such specified places by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers, the Ministry of Environment and/or any competent authority or organization.

x) to collect and throw all refuse, rubbish, scrap, tins, bottles, boxes, containers of all kinds and article that are to be disposed of into the proper bins, receptacles or containers to be provided therefor and not to throw the same from through or over the windows or any part of the Apartment.

y) not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the Apartment or any part of the new building any placard, poster, notice, advertisement, name or sign or television or wireless mast or aerial or any other thing whatsoever or protruding any attachment or fitting in any way outside the said Apartment save and except such as shall have been previously approved in



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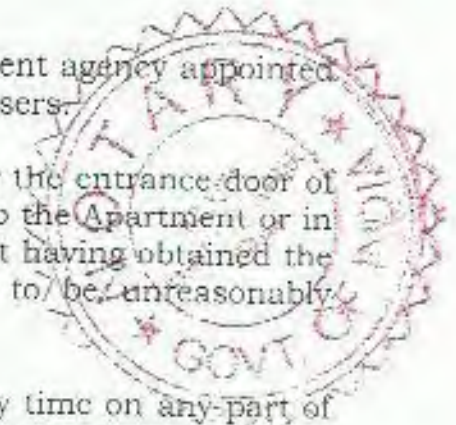
writing by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers.

z) not to change or in any way, vary the frontage or the entrance door of the Apartment approved by the Promoter for access to the Apartment or in any way to cut or alter the entrance door without first having obtained the written consent of the Promoter, which shall not to be unreasonably withheld.

aa) not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the Apartment any weight greater than its load bearing capacity or as the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers may from time to time prescribe or any weight which will cause undue strain and not to install any equipment or machinery which shall be unduly noisy or cause dangerous vibration or be a nuisance to the other occupants of the new building.

bb) not do or permit or suffer to be done anything whereby the policy or policies of insurance on the new building or the Apartment against loss or damage by fire or policies of insurance on the new building or the Apartment against loss or damage by fire or other risks may be rendered void or violable or whereby the rate of premium thereon may be increased and to make good all damage suffered by Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers and to repay to Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers on demand all sums paid way of increased premiums and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non observance of this covenant without prejudice to any other rights of Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers.

cc) to insure and keep insured the Apartment against any claims loss liabilities or other risks arising from public or any third parties under a Public Liability Policy with an insurance company and to pay all premiums necessary for that purpose and to deliver to the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers on demand the policy of such insurance and the receipts for the premiums so paid, from the Effective Date, which insurance shall include a Cross-Indemnity Clause and if the Purchaser(s) at any time fail to keep the Apartment insured as aforesaid, Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers may do all things necessary to effect and maintain such insurance and any money expended for that purpose shall be repaid by Purchaser(s) to Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers. Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers and/or the respective holders of areas in rest of the building shall insure their respective area as such policy shall include similar cross indemnity clause covering the Purchaser(s) for similar risks from the third party liabilities arising from the other parts of the New Building.



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nn) Except the immediate preceding sub-clause, these house rules may be added to, amended or repealed at any time by the Promoter and after formation of the Association by the Association.

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

a) If before formation of the Association, any dispute relating to the said Apartment arises by and between the Purchaser(s) and the other occupiers of the other parts of the new building such disputes and differences shall be adjudicated by the Promoter alone whose decision shall be final and binding. The Promoter might authorize the Facility Management Agency to solve the said dispute. After the Association is formed, the same should be adjudicated by the Association alone.

b) From the date next to the date of making over possession of the said Apartment to the Purchaser(s) or on the expiry of the notice of possession, whichever is earlier, the Purchaser(s) shall bear, pay and discharge exclusively the following expenses and outgoings to the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers, as the case may be:-

i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Apartment directly to KMC Provided That so long as the Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser(s) shall pay to the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers proportionate share of all such rates and taxes assessed on the new building.

ii) All other taxes including GST if payable by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers, impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Apartment or the new building as a whole and whether demanded from or payable by the Purchaser(s) or the Promoter or Maintenance-In-Charge, the same shall be paid by the Purchaser(s) wholly in case the same relates to the Apartment and proportionately in case the same relates to the New Building as a whole.

iii) Electricity charges for electricity consumed in or relating to the Apartment to the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers based on the reading shown in the sub-meter provided for the Apartment at the rate at which the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers shall be liable to pay the same to CESC Ltd.

iv) The recurring charges towards running and operation of the Generator to be calculated in the manner following:-

i) Fuel charges on the basis of the KWH meter and the applicable fuel rates;

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ii) Annual Maintenance Contract and monthly running and maintenance charges on the basis of the monthly rates.

iii) Proportionate share of expenses of capital nature to be incurred/likely to be incurred by the Promoter or the Maintenance-In-Charge on account of major repairs, replacement etc., of such generator.

iv) Government duty at applicable rates on alternate generation of power.

V) The proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written) payable to the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser(s) shall pay to the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers the maintenance charges calculated on actual basis. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Purchaser(s).

VI) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser(s) in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay in payment of its bills).

c) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers. The bills and demands for the amounts payable by the Purchaser(s) shall be deemed to have been served upon the Purchaser(s), in case the same is left in the Apartment or in the letter box in the ground floor of the new building earmarked for the Apartment.

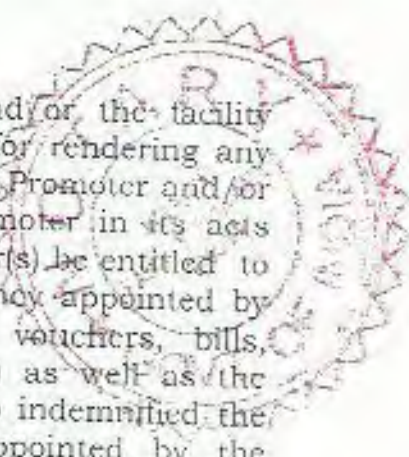
d) Until the expiry of three months of a notice in writing given by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers to the Purchaser(s) and the other co-transferees to take over charge of the acts relating to common purposes, the Promoter and/or the facility management agency appointed by the Promoter shall look after the common purposes and the Purchaser(s) undertake to regularly and punctually pay to the Promoter or its nominee the maintenance charges and other amounts payable by the Purchaser(s) herein.

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e) The Purchaser(s) shall not hold the Promoter and/or the facility management agency appointed by the Promoter liable for rendering any accounts or explanation of any expenses incurred by the Promoter and/or the facility management agency appointed by the Promoter in its acts relating to the Common Purposes nor shall the Purchaser(s) be entitled to hold the Promoter and/or the facility management agency appointed by the Promoter responsible to furnish any accounts, vouchers, bills, documents etc. in any manner and the Purchaser(s) as well as the Association shall remain liable to indemnify and keep indemnified the Promoter and/or the facility management agency appointed by the Promoter for all liabilities due to non-fulfillment of their respective obligations contained herein by the Purchaser(s) and/or the Association.

f) The notice contemplated hereinabove may be given by the Promoter and/or the facility management agency appointed by the Promoter at its sole discretion upon transfer of all the Apartments in the new building to the Co-transferees or, earlier, and immediately upon receipt of such notice, the Purchaser(s) along with the other Co-transferees shall at their own costs and expenses and in a lawful manner form the Association for the common purposes with the Co-transferees as shareholders or members, as the case may be, thereof and each shareholder or member shall have voting rights in such Association equivalent to one vote per Apartment/Apartment, it being clarified that in case there be more than one Purchaser of one Apartment even then only one of such Purchaser who is nominated amongst them shall be entitled to have voting rights appertaining to their Apartment.

g) The Purchaser(s) and the other Co-transferees shall sign and execute all papers, documents and applications for the purpose of formation of the Association and to do all the necessary acts deeds and things and the Promoter shall not in any manner be responsible and liable therefor except that in the event, the Promoter shall retain any Apartment/Apartment, it shall also become a shareholder or member of the Association, as the case may be.

h) Upon formation of the Association, the Promoter shall transfer to the Association all their rights responsibilities and obligations with regard to the common purposes (save those expressly reserved by the Promoter hereunder or so intended to be or so desired by the Promoter hereafter) whereupon only the Association shall be entitled thereto and obliged therefor, it being expressly agreed and clarified that in case on the date of expiry of the notice period specified hereinabove, the Association is not formed then all such rights responsibilities and obligations with regard to the common purposes shall be deemed as on such date to have been transferred by the Promoter to all the Co-transferees for the time being of the new building without any further act on the part of the Promoter and whereupon only the Co-transferees shall be entitled thereto and obliged therefor. All reference to the Promoter herein with regard to the common purposes shall thenceforth be deemed to be reference to the Association or the Co-transferees as the case may be.

i) At the time of handing over the charge to the Association or to the Co-transferees as the case may be the Promoter shall also transfer the residue then remaining of the deposit made by the Purchaser(s)

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hereinabove after adjusting all amounts then remaining due and payable by the Purchaser(s) and the amounts thus transferred shall be held by the Association or the Co-transferees to the Account of the Co-transferees respectively for the purpose thereof and the Purchaser(s) and the other Co-transferees and the Association shall remain liable to indemnify the Promoter for all liabilities due to non fulfillment of its obligations by the Purchaser(s) and/or the other Co-transferees and/or the Association and also for all liabilities claims and demands arising in course of the maintenance management upkeep and administration of the new building by the Association and/or Co-transferees (including those on account of loss of life or property due to operation and maintenance of lifts and/or other installations in the new building).

j) The rules and regulations and/or bye laws of the said Association shall not be inconsistent herewith.

k) In the event of the Purchaser(s) failing and/or neglecting or refusing to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Purchaser(s) under these presents within a period of seven days from the date on which such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Purchaser(s) hereunder, then without prejudice to the other remedies available against the Purchaser(s) hereunder, the Purchaser(s) shall be liable to pay to the Promoter and/or the facility management agency appointed by the Promoter interest at the rate of% per annum and without prejudice to the aforesaid, the Maintenance-In-Charge shall be entitled to:

- (a) disconnect the supply of electricity to the Apartment.
- (b) withhold and stop all other utilities and facilities (including lifts, Generator, etc.) to the Purchaser(s) and their servants, visitors, guests, tenants, licenses and/or to the Apartment.
- (c) to demand and directly realise rent and/or other amounts becoming payable to the Purchaser(s) by any tenant or licensee or other occupant in respect of the Apartment.

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

m) Until the appointment of Facility Management Agency by the Promoter, the Promoter shall look after the Common Purposes and the Purchaser(s) undertake to regularly and punctually pay to the Promoter or their nominee the maintenance charges and other amounts payable by the Purchaser(s) hereunder.

n) The Purchaser(s) shall observe the covenants as be deemed reasonable by the Promoter or the Facility Management Agency from time to time for the common purposes.

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o) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Purchaser(s) shall be deemed to be the act, default or omission of the Purchaser(s).

p) The proportionate share of the Purchaser(s) in various matters referred herein shall be such as be determined by the Promoter and the Purchaser(s) shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

q) Save the said Apartment the Purchaser(s) shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Apartments and spaces or constructed areas or Car Parking Spaces at the new building and the Vendors/Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Vendors/Promoter in their absolute discretion, shall think fit and proper and the Purchaser(s) hereby consent to the same and agree not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Vendors/Promoter exclusively.

r) The undivided share in the land below and underneath the new building comprised in the said premises hereby sold and transferred and attributable to the Said Apartment shall always remain indivisible and impartible.

s) The Purchaser(s) shall keep the Vendors/Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Vendors/Promoter and/or the Association (upon formation) relating to the said Tower/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Purchaser(s) or the servants / agents / licensees / invitees / visitors of the Purchaser(s) and/or any breach or non-observance by the Purchaser(s) of the Purchaser(s)'s covenants and/or any of the terms herein contained.

t) The Purchaser(s) agree(s) that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Vendors/Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Vendors/Promoter keeping in mind any extant / proposed laws, rules and regulations. The Purchaser(s) agree(s) to render all cooperation to the Vendors in this regard as and when called upon by the Vendors/Promoter without any claim demand demur or protest.

V. DEFECT LIABILITY:

a) It is clarified that the Defect Liability of the Promoter under the applicable statute for the time being in force shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Purchaser(s) or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the

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amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Purchaser(s) ends before the Defect Liability period and such warranties are covered under the maintenance of the said Apartment/building/ wing and if the annual maintenance contracts are not done/renewed by the Purchaser(s), the Promoter shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter/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 Purchaser(s) has/have been made aware and the Purchaser(s) expressly agree(s) that the regular wear and tear of the Apartment/Tower excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° C 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 Purchaser(s) it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Apartment/Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

b) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, save those as mentioned herein below, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

c) The Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take

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GOVERNMENT OF WEST BENGAL
Signature of K. Paul

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responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

- iv) If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

d) The liability of the Promoter to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Promoter AND FURTHER PROVIDED THAT the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the Allottee and/or of/by the men, servants, contractors, agents personnel etc. of the Promoter and/or due to normal wear and tear etc. AND FURTHER PROVIDED THAT no steps have been/or taken by the Promoter of his/her/their/its own volition in an endeavour to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding.

e) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported

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MINISTRY GOVT. OF INDIA
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defect, then the Promoter shall be relieved of its obligations contained hereinabove.

VI. BINDING EFFECT:

All the provisions contained herein and the obligations arising hereunder of the said Project shall equally be applicable to and enforceable against any subsequent Purchaser(s) of the Apartment in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

VII. ARBITRATION: All disputes and differences by and between the Vendors, Promoter and Purchaser(s) in any way relating to or connected with the said Apartment and the rights appurtenant thereto, shall be referred for arbitration to the person to be decided mutually by all the parties and the same shall to be adjudicated in accordance with the Arbitration and Conciliation Act, 1996 as modified and/or amended from time to time. The Arbitrator shall have the right to proceed summarily and to make interim awards.

VIII. JURISDICTION: Only the Courts at Kolkata shall have the jurisdiction to entertain try and determine all actions and proceedings between the Vendors, Promoter and the Purchaser(s).

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-I (DEVOLUTION OF TITLE)

A. By an Indenture of Conveyance dated the 6th day of May, 1941 made between Benode Bchari Mukherjee and Pulin Behari Mukherjee therein jointly referred to as the Vendors of the First Part, Srimati Sivarani Devi of the Second Part, Biren Roy of the Third Part and Binay Krishna Rohatgi therein referred to as the Purchaser of the Fourth Part and registered at the office of the Joint Sub-Registrar of Alipore at Behala in Book No. 1, Volume No.9, Pages 210 to 220, Being No. 632 for the year 1941, the Vendors therein for the consideration therein mentioned granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein, amongst others, All That the undivided two-third part or share in the piece and parcel of land containing an area of 1.77 Acres be the same a little more or less situate lying at Mouza Gangarampur, Pargana Magura, P.S.Behala, Sub Registry, J.L.No. 5, Touji No. 9, comprised in Khatian No. 121, C.S Dag No. 256, R.S.Khatian No.612, R.S. Dag No.256, District the then 24-Parganas (hereinafter referred to as the **said total land**).

B. Thus the said Binay Krishna Rohtagi became seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 1.19 acres equivalent to 2/3rd part or share of 1.77 acres in the said total land (hereinafter referred to as the **said premises**).

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and Sm. Tara Rohatgi and Smt. Rashmi Rohatgi therein jointly referred to as the Second Party and registered with the Additional Registrar of Assurance-1, Kolkata in Book No.1, Volume No.1, Pages 1 to 15, Being No.7369 for the year 2002, the said Prabhat Krishna Rohatgi and others being the First Party therein were exclusively allotted to the exclusion of the Second Party therein, amongst other properties, All That the said premises.

M. By and under the said Deed of Partition, the said Tara Rohatgi and Rashmi Rohatgi got separated and separate properties out of the total properties of the said Hindu Undivided Family were allotted to them and the said Hindu Undivided Family known and styled as Kallu Babu Lalchand HUF was reconstituted with effect from the date of the said Deed of Partition with the members named in the said Deed of Partition and with Prabhat Krishna Rohatgi as its Karta and the said reconstituted HUF became the owner of the said premises absolutely.

N. The said Krishna Kamini Mukherjee died intestate on 31st December, 2009 leaving no children (her husband having predeceased her) and leaving her brothers, the said Prabhat Krishna Rohatgi, Chandra Krishna Rohatgi, Pradip Krishna Rohatgi, Kumar Krishna Rohatgi, Dilip Krishna Rohatgi and Ajit Krishna Rohatgi and sisters the said Krishna Bala Kshattriya, Krishna Sudha Rastogi and Manjula Mukherjee as her only heirs, heiresses and legal representatives.

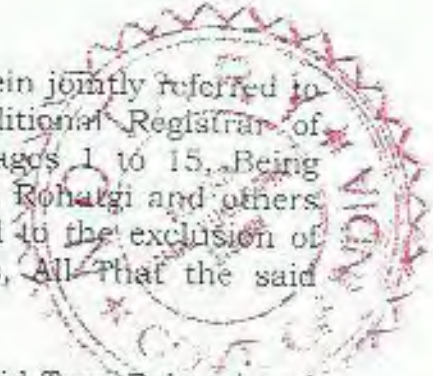
O. By a purported Deed of Lease dated the 4th day of October 2002 made between the said Tara Devi Rohtagi and Rashmi Rohtagi therein jointly referred to as the Lessors of the One Part and one Parijat Enterprises therein referred to as the Lessee of the Other Part, the said Tara Devi Rohtagi and Rashmi Rohtagi allegedly leased out to Parijat Enterprises All That the piece and parcel of land measuring 48 Cottahs be the same a little more or less together with all structures and sheds erected thereon out of the said premises more fully and particularly described in the schedule thereunder written.

P. The said Prabhat Krishna Rohatgi & Ors. had filed a suit being Title Suit No. 61 of 2007 (Prabhat Krishna Rohatgi & Ors. Vs. Adhir Ranjan Bal & Ors.) in the Court of the Learned 7th Judge (Senior Division) at Alipore for rectification of the Schedule to the said Deed of Partition and for adjudication of the said Deed of Lease dated 4th October, 2002 to be null and void.

Q. The parties to the said suit filed a Compromise Petition before the Learned 7th Judge (Senior Division) at Alipore inter alia recording that the said Deed of Lease dated 4th October, 2002 was null and void and that through oversight the actual area allotted to the plaintiffs under the said Deed of Partition was wrongly mentioned as 0.19 acre instead of 1.19 acres.

R. The Learned 7th Judge (Senior Division) at Alipore allowed the said compromise petition and the said suit was decreed on 7th April, 2011 as per the terms of the said compromise petition.

S. The aforesaid compromise decree dated the 7th April, 2011 was subsequently registered with the Additional Registrar of Assurances 1,



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Kolkata in Book No.I, C.D. Volume No.23, Pages 1190 to 1207, Being No.10492 for the year 2011.

T. A part of the said premises containing an area of 48 cottahs be the same or a little more or less was numbered as premises no. 827, Ho-chi-Minh Sarani, Kolkata.

U. A part of the said premises containing an area of 23 cottahs 6 chittaks 18 sft. be the same a little more or less remained un-assessed.

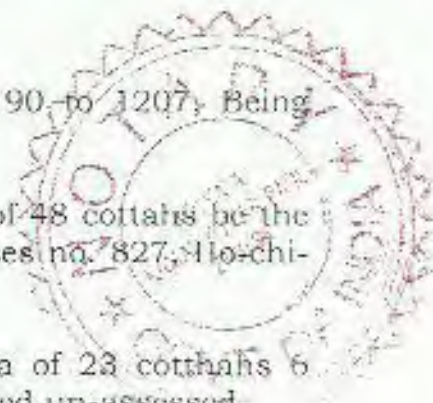
V. By an Indenture of Conveyance dated the 29th day of March, 2012 made between the said Prabhat Krishna Rohatgi as Karta of the Hindu Undivided Family Kallu Babu Lalchand HUF therein referred to as the Vendor of the One Part and Abcon Properties Private Limited and others, the Vendors herein therein jointly referred to as the Purchasers of the Other Part and registered with the Additional Registrar of Assurance-I, Kolkata in Book No.I, C.D. Volume No.7, Pages 4559 to 4586, Being No.03086 for the year 2012 the Vendor therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All that the said unassessed piece and parcel of land containing an area of 23 cottahs 6 chittaks 18 sq.ft.be the same or a little more or less being part of the said premises.

W. By another Indenture of Conveyance dated the 29th day of March, 2012 made between the said Prabhat Krishna Rohatgi as Karta of the Hindu Undivided Family Kallu Babu Lalchand HUF therein referred to as the Vendor of the One Part and the said Abcon Properties Private Limited and others, the Vendors herein therein jointly referred to as the Purchasers of the Other Part and registered with the Additional Registrar of Assurance-I, Kolkata in Book No.I, C.D. Volume No.8, Pages 1 to 28, Being No.03335 for the year 2012 the Vendor therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All that the said piece and parcel of land containing an area of 48 cottahs be the same or a little more or less lying situate at and being premises no. 827, Ho-chi-Minh Sarani, Kolkata being the remaining part of the said premises.

X. The Owners thus became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said premises in its entirety comprising the said assessed and unassessed land free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts whatsoever.

Y. The Owners thus became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said premises in its entirety comprising the said assessed and unassessed land free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts whatsoever.

Z. Being seized and possessed of and/or otherwise well and sufficiently entitled to All That the said premises in its entirety comprising the said assessed and un-assessed land, the Owners



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2 & 3 Bankshall Street
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- i) have duly got their names mutated in the assessment records of the Kolkata Municipal Corporation in respect of All That the said assessed land being premises no. 827, Ho-chi Minh Sarani, Kolkata;
- ii) have caused the said un-assessed land duly assessed in the name of the said Prabhat Krishna Rohatgi as karta of the Hindu Undivided Family Kallu Babu Lalchand HUF being the original owner thereof in the assessment records of the Kolkata Municipal Corporation and the same was numbered as Premises no. 923, Ho-chi-Minh Sarani, Kolkata;
- iii) have subsequently got their names mutated in respect of the said Premises no. 923, Ho-chi-Minh Sarani, Kolkata;
- iv) have applied for and obtained the amalgamation of the said two pieces of land lying at and being premises nos. 827 and 923, Ho-chi-Minh Sarani, Kolkata under one common Assesse No.411281121009 and the amalgamated land has been numbered as the **Premises No. 923, Ho-Chi-Minh Sarani, Kolkata** more fully and particularly described in the **First Schedule** hereunder written [herein after referred to as the **said Premises**].

PART-II

(SAID PREMISES)

ALL THAT the piece and parcel of land containing an area of 1.19 acres be the same a little more or less situate lying at Mouza Gangarampur, Pargana Magura, J.L.No. 5, Touji No. 9, comprised in C.S and R.S. Dag No. 256(p), R.S.Khatian No.612, being Premises No. 923, Ho Chi Min Sarani, Ward No.128, within the limits of the Kolkata Municipal Corporation, Police Station - Parnashree, Post Office-....., Kolkata-700 034, , District South 24-Parganas and butted and bounded as follows :-

ON THE NORTH : By Plot no 255 (P) & 251 (P);
ON THE SOUTH : By Ho Chi Min Sarani;
ON THE EAST : By B B Sengupta Road;
ON THE WEST : By part of R.S. Dag no 256;

THE SECOND SCHEDULE ABOVE REFERRED TO:

(SAID APARTMENT)

All that the BHK residential Apartment No. _____ having carpet area of _____ square feet (equivalent to _____ square feet of built-up area and _____ square feet of super built area, which is provided here only for information purpose), on the _____ floor in Block/Tower No. _____ Together with exclusive right to use the Balcony having a Built Up area of Sq.ft. approximately adjoining to the said Apartment No..... and Together With the exclusive right to use the adjoining open

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By the Solicitor
(Signature)

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terrace/open space having a Built up area of ... sq.ft. approximately, if any, Together With the proportionate undivided indivisible impartible variable share in the land beneath the said Block/Tower of the Project known as **KSHETRUM ASPIRE**, constructed and completed in accordance to the Plan, agreed specifications and workmanship, attributable thereto Together With a Open/Covered/Independent/Dependent Car parking Space being no..... having an area of sq. ft. at the Ground Level/at the Basement OR Together With Right to park in Open Car Parking Space being no..... having an area of sq. ft. on the Ground Floor and pro rata Common Areas of Sq.ft. of the said Project known as **KSHETRUM ASPIRE** more fully mentioned in the **Part -I** of the **Third Schedule** hereto.

THE THIRD SCHEDULE ABOVE REFERRED TO :

PART I
(Common Areas)

1. The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits pathways, passages and driveways.
2. Water sewerage and drainage connection pipes from the Apartments to the municipal drains and sewers.
3. Rest Rooms, Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
4. Boundary walls and security room, outer walls and main gates.
5. Water pump and motor with installation and room therefor.
6. Bore well, Tube well water pump overhead tanks and underground water reservoirs, Sumps water pipes, water treatment plant, sewage treatment plant and other common plumbing installations and spaces required thereto.
7. D.G., transformer electrical wiring meters, common DB, switches and points in common area electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas, pathways, landscape area (excluding those as are installed for any particular Apartment) and spaces required therefore.
8. Windows/doors/grills and other fittings of the common area of the said Premises.
9. Lifts and their accessories installations and spaces required therefor.
10. Ultimate Roof

PART-II
(Common Facilities and Amenities)

1. Club.
2. CCTV

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ANIL KUMAR PAUL
ATTORNEY AT LAW
REGD. NO. 2700/04
C.M.P's, Court
2 & 3 Bankchall Street
Kolkata-700 001

OF KSHETRUM
Anil Kumar Paul

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3. Intercom
4. Landscape Area
5. Fire Protection & Prevention System

{ Transformer, Sewerage treatment plant & water treatment plant is optional and shall be only provided if so required and approved by the architect.}



THE FOURTH SCHEDULE ABOVE REFERRED TO :
(COMMON EXPENSES)

1. **MAINTENANCE** : All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Complex and enjoyed or used by the Purchaser(s) in common with other occupiers or serving more than one Flat/Flat and main entrance and exit gates, landings and staircases of the Complex and enjoyed by the Purchaser(s) or used by him/her/it in common as aforesaid and the boundary walls, compounds etc. of the Complex. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Complex so enjoyed or used by the Purchaser(s) in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION**: Establishment and all other expenses of the Association and also similar expenses of the Promoter or any agency looking after the common purposes, until handing over the same to the Association.
5. **TAXES** : Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Flat).
6. **INSURANCE** : Insurance premium for insurance of the Complex and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.

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KUMAR PAUL
GOVT. OF INDIA
No. 2700/04
C.M.'s, Court
3 Bankshall Street
Kolkata-700 001

PS DETRUI
[Signature]

9. **OTHER:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(THE CLUB)

- a) A Club shall be set up by the Promoter within the said Premises which may have the recreational facilities tentatively like Community Hall, Swimming pool, Gymnasium etc.. The said facilities may be varied at the sole discretion of the Promoter.
- b) The said Club will be for the use of the Allote(s) and/or any person occupying the apartment through the Allote(s) or any person other than apartment owner who is admitted by the Promoter as a member of the Club. The user of the Club shall be subject to such terms and conditions and rules and regulations to be formulated in that regard by the Promoter or its nominee and also subject to making payment of the admission charges and monthly subscription charges which may be levied and/or imposed by the Promoter or its nominee from time to time as per the rules of the Club that would be framed by the Promoter.
- c) All members of the Club will be required to abide by the rules and regulations to be framed from time to time, by the Promoter.
- d) It is expected that the facilities at the Club will be operational together with the completion of the entire project.
- e) The membership would create a right to use the Club facilities subject to payment of charges and observance of regulations.
- f) Any person residing with the Allote(s) may be given the facility to become additional member to the extent and on the terms prescribed by the managing committee of the club.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(HOUSE RULES)

:

1 The lobbies, entrances and stairways of the Towers shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment in the New Building.

2 No Allote(s)(s)/Occupier shall make or permit any disturbing noises in the New Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No occupier shall use any loud speaker in the Apartment if the same shall disturb or annoy other occupants of the New Building.

MAJ. KUMAR PAUL
BARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M's, Court
2 & 3 Gankshali Street
Kolkata-700 001

Suman M. Paul

Indranil Paul

APPROVED

CHIEF
OFFICER
NIP
AZIBHUTU



(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY
THE WITHIN NAMED PROMOTER:

Please affix
photograph and
sign across the
photograph

(1) Signature _____
Name _____

At _____ on _____ in the presence of :

WITNESSES:

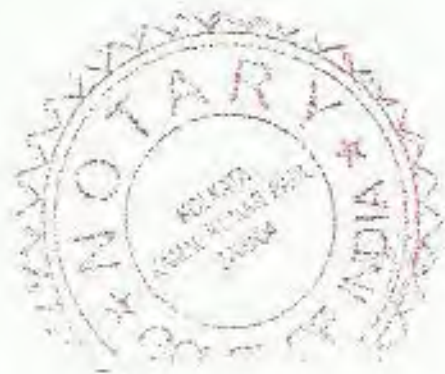
1. Signature
Name _____
Address _____

2. Signature
Name _____
Address _____

MAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M.s. Court
2 & 3 Bankshall Street
Kolkata-700 001

SIGNED AND DELIVERED BY
Mamal Kumar Paul

mula... a-bhas



SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER(S): Please affix photograph and sign across the photograph

(1) Signature _____ Name _____

At _____ on _____ in the presence of :

WITNESSES:

1. Signature _____ Name _____ Address _____

2. Signature _____ Name _____ Address _____

solely Affirmed & Declared Before me on Identification of L. Advocate

[Handwritten Signature]

KAMAL KUMAR PAUL, NOTARY Govt. of India, Regd. No. 2700/04

19 NOV 2018

RECEIVED of and from the within-named Purchaser(s) the within mentioned sum of Rs./- (Rupees) only being Total Price for the Apartment as per Memo below:-

APPROVED BY
NOTARY
KOLKATA

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M.'s Court
2 & 3 Bankshall Street
Kolkata-700 001

RECEIVED BY

[Handwritten Signature]

[Handwritten Signature]

MEMO OF CONSIDERATION



(RUPEES ONLY).

WITNESSES :

ABOON
DIR
COM
SW
MC
P
WE Bdr
TOW
ZENGY NRM
ADSHUT VI

mulan. a. shaly

[Signature]

[Signature]
by me
Arun Kr. Sarma
C.M.M.'s Court
Kolkata



KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No.2700/04
C.M.M.'s Court
2 & 3 Bankshall Street
Kolkata-700 001