

DEED OF SALE

THIS DEED OF SALE is made on this _____ day of _____, Two Thousand Twenty (2020) B E T W E E N 1) NIRMAL KUMAR BANDHAPADHYAY (PAN- BGXPB3599P), (Aadhaar No. 4853 4382 0737), son of Late Bonomali Bandhapadhyay, by faith- Hindu (Indian), by occupation- Retired from Service, residing at Village- Chandrabati, Uttar Podrah, P.O. Podrah, P.S. Sankrail, District- Howrah, Pin- 711109, 2) SMT. NIRA MUKHERJEE (PAN- CSMPM0270J), (Aadhaar No. 3377 1172 3699), wife of Sri Sadhan Mukherjee, residing at Chandrabati Nebu Khali Math, Village & P.O. Podrah, P.S. Sankrail, District- Howrah, Pin- 711109, 3) SMT. IRA PANJA (PAN- DEHPP2592H), (Aadhaar No. 8782 1074 4892), wife of Sri Biswajit Panja, residing at Village & P.O. Duillya, P.S. Sankrail, District- Howrah, Pin- 711302, 4) SMT. DHIRA MAJUMDER (PAN- CGMPM7066E), (Aadhaar No. 8474 6553 5803), wife of Sri Koushik Majumder, residing at 41, A.J.C. Bose Road, P.O. & P.S. Thakurpukur, District- South 24-Parganas, Pin- 700063, 2 to 4 all by faith- Hindu (Indian), by occupation- Household duties, and daughter of Late Sujan Kumar Bandhopadhyay, 5) SRI SUKUMAR BANDHAPADHYAY (PAN- CLNPB4961P), (Aadhaar No. 4159 5312 2917), son of Late Bonomali Bandhapadhyay, by faith- Hindu (Indian), by occupation- Retired from Service, residing at Village- Chandrabati, Uttar Podrah, P.O. Podrah, P.S. Sankrail, District- Howrah, Pin- 711109, 6) SRI TAPAN KUMAR KHARA (PAN- BDHPK0143B), (Aadhaar No. 7482 8806 5192), son of Sri Jitendra Nath Khara, by faith- Hindu (Indian), by occupation- Service, residing at Chandrabati, Podrah, Village & P.O. Podrah, P.S. Sankrail, District- Howrah, Pin- 711109, all being represented by their Attorney- UNIKUE CONHEIGHT PRIVATE LIMITED (PAN NO. AABCU8056G), having it's office at 48BB, Block- 352, Shanti Pally, Rajdanga, Kasba (Near to Delhi Public School), P.S. Kasba, P.O. East Kolkata Township, Kolkata- 700107, being represented by one of it's Director- MD. SAJID (PAN- BQEPM9517P),

(Aadhaar No. 2128 8535 3973), son of Late Md. Hanif, all by faith- Mohammedan, by occupation- Business, residing at 48BB, Block- 352, Shanti Pally, Rajdanga, Kasba (Near to Delhi Public School), P.S. Kasba, P.O. East Kolkata Township, Kolkata- 700107, at present residing at 'Maa Sitala Apartment', Andul Road, Village & P.O. Podrah (D.S. Lane), P.S. Sankrail, District- Howrah, Pin- 711109, hereinafter jointly referred to as the OWNERS/VENDORS (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, administrators, legal representatives and assigns) of the FIRST PART.

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hereinafter referred to as the "PURCHASERS" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) of the SECOND PART.

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UNIKUE CONHEIGHT PRIVATE LIMITED (PAN NO. AABCU8056G), having it's office at 48BB, Block- 352, Shanti Pally, Rajdanga, Kasba (Near to Delhi Public School), P.S. Kasba, P.O. East Kolkata Township, Kolkata- 700107, being represented by one of it's Director- MD. SAJID (PAN- BQEPM9517P), (Aadhaar No. 2128 8535 3973), son of Late Md. Hanif, all by faith- Mohammedan, by occupation- Business, residing at 48BB, Block- 352, Shanti Pally, Rajdanga, Kasba (Near to Delhi Public School), P.S. Kasba, P.O. East Kolkata Township, Kolkata- 700107, at present residing at 'Maa Sitala Apartment', Andul Road, Village & P.O.

Podrah (D.S. Lane), P.S. Sankrail, District- Howrah, Pin- 711109, hereinafter referred to as the PROMOTER/DEVELOPER/CONFIRMING PARTY (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) of the THIRD PART.

DEFINITIONS

IN THIS INDENTURE unless it be contrary to the context the following terms (words) shall have the following meanings :-

- A. SAID PREMISES shall mean the above mentioned and hereunder written in the First Schedule mentioned property measuring about 19 Cottahs 06 Chittaks 30 Sq.ft. be the same a little more or less comprised within R.S. Khatian No. 568 and 427, R.S. Dag No. 308, 308/1331, L.R. Khatian No. 899, 2024, 2020, 3613, L.R. Dag No. 346 and 320 within Mouza- Podrah, J.L. No. 38, Police Station- Sankrail, District- Howrah, Pin- 711109, more fully and particularly described in the First Schedule written hereunder.
- B. BUILDING shall mean the building called "BONORADHA APARTMENT" consist of Multi-Storied (Floors) constructed on the said land having sanctioned Plan No. 406/032/HZP/EP dated 07.02.2019 of Howrah Zilla Parishad.
- C. UNIT / FLAT shall mean a space or self contained Flat being No..... on the Floor, in the Building known as BONORADHA APARTMENT having total super built-up area of covered area Sq.ft. including Super built-up area fully and particularly mentioned and/or described in the Second Schedule hereunder written and delineated by the RED ink in the Map or Plan annexed hereto.

- D. COMMON PURPOSES shall mean and include the purpose of maintaining the said land and building and in particular the parts in common and for meeting the common expenses and matters relating to mutual rights and obligations of the Flat Owner and common uses and enjoyment thereof.
- E. COMMON AREAS OF THE BUILDING, shall mean the common areas and parts details whereof are mentioned in the Third Schedule hereunder written in which the Purchasers have an undivided impartible proportionate share or right, title and interest and shall be held by the Purchasers in common with the other co-Owner and/or co-occupiers of the various portions in the said building.
- F. COMMON EXPENSES shall mean and include proportionate share of costs, charges and expenses for working maintenance, upkeep, repairs and replacement of the common parts/common facilities including proportionate share of Panchayat Taxes, Property Taxes and all other taxes and levies relating to and/or connected with the Building and the said premises more particularly described in the Fourth Schedule written hereunder.
- G. PLAN shall mean the plan which is duly sanctioned by the Howrah Zilla Parishad being No. 406/032/HZP/EP dated 07.02.2019.
- H. COMMON EASEMENTS in relation to the Unit/Flat shall mean the easements, quasi-easements, rights, privileges and appurtenances, appertaining to the Unit/Flat for the reasonable enjoyment and occupation as describe fully in the Fifth Schedule written hereunder.
- I. SAID PROPERTY shall mean and include the said Unit/Flat together with undivided proportionate share or interest of the Vendors in and to the land, comprised in the said Premises as well as the common right of user of all the common parts/common facilities for the beneficial enjoyment of the Unit/Flat/Garage.

J. SERVICE CHARGES shall mean the service and maintenance charges of the common parts as may be incurred by the Vendors including providing the services, making such provisions or incurring expenses in respect of future provisions of the services and the expenses on account of repairs and replacements as the Co-operative Society in its absolute discretion consider fit and proper and the proportionate amount agreed to be paid on account of the said service and maintenance charges shall be determined by the Co-operative Society on the estimation of the total expenditure and upon formation of the Association for maintenance, the said maintenance charges shall be paid to the Association, who shall manage and maintain the building. Wherever the expenses of costs as are mentioned to be borne or paid proportionate by the Purchasers then the amount payable by the Purchasers shall be in proportion to the area of the respective Purchasers' respective spaces which also include the proportionate area of the total common areas for the time being in the building, the same to be decided by the Association upon its formation.

K. PRINCIPAL AGREEMENTS shall mean Development Agreements which are duly registered on 26th day of February, 2020, which is duly executed and registered before District Sub-Registry Office Howrah and registered in Book (i) being No. 050101140 for the year 2020, Book No. I, Volume No. 0501-2020, Pages from 39817 to 39853 which was registered before the District Sub-Registrar at Howrah on 26th February, 2020 executed by Vendor Nos. 1 to 4, (ii) being No. 050101141 for the year 2020, Book No. I, Volume No. 0501-2020, Pages from 39916 to 39943 which was registered before the District Sub-Registrar at Howrah on 26th February, 2020 executed by Vendor No. 5 and (iii) being No. 050101142 for the year 2020, Book No. I, Volume No. 0501-2020, Pages from 39854 to 39887 which was registered before the District Sub-Registrar at Howrah on 26th February, 2020 executed by Vendor No. 6.

L. POWER OF ATTORNEY shall mean Power of Attorneys registered on 26th day of February, 2020 and registered before the District Sub-Registry Office Howrah and registered in (i) Book No. I, Volume No. 0501-2020, Pages- 39747 to 39777, Being No. 050101145 for the year 2020, by Owners Nos. 1 to 4, (ii) Book No. I, Volume No. 0501-2020, Pages- 39797 to 39816, Being No. 050101144 for the year 2020, by Owner No. 5 and (iii) Book No. I, Volume No. 0501-2020, Pages- 39778 to 39796, Being No. 050101146 for the year 2020, by Owners No. 6.

M. SINGULAR AND PLURAL : All words Singular or Plural to be read as vice-versa.

RECITALS

W H E R E A S the 'D'- Schedule noted property along with other properties originally belonged to one Bonomali Bandhopadhyay. After his death his three sons namely- Nirmal Kumar Bandhopadhyay, Sukumar Bandhopadhyay and Sujan Kumar Bandhopadhyay became the owners and occupiers of the property left by the deceased Bonomali Bandhopadhyay and when the said Sujan Kumar Bandhopadhyay was in possession and enjoyment of this property he died intestate leaving behind him his three daughters namely- Nira Mukherjee, Ira Panja and Dhira Majumdar, Owner Nos. 2, 3 and 4 and when the said Sukumar Bandhopadhyay was in possession and enjoyment he sold a part of his property to Tapan Kumar Khanra, Owner No. 6 by a Deed of Sale being No. 1475 for the year 1998 which is duly executed and registered before the Additional District Sub-Registrar, Ranihati. In this way all the Owners became the exclusive owners and occupiers of the 'D'- Schedule noted property.

A N D W H E R E A S the Owner Nos. 1 to are the joint owner and occupier now seized and possessed and/or otherwise well and sufficiently entitled to all that piece and parcel of Mokarari Mourashi Bastu land

measuring about 13 Cottahs 02 Chittaks 30 Sq.ft. (more or less) together with structures standing thereon comprised within R.S. Khatian No. 568 and 427, R.S. Dag No. 308, L.R. Khatian No. 899 and 2024, Hal L.R. Dag No. 320 within Mouza- Podrah, J.L. No. 38, Police Station- Sankrail, District- Howrah within the jurisdiction of the office of the District Sub-Registry Office at Howrah and Additional District Sub-Registry Office at Ranihati which is more fully and particularly described in Schedule- 'A' hereunder written.

A N D W H E R E A S the Owner No. 5 is the owner and occupier now seized and possessed and/or otherwise well and sufficiently entitled to all that piece and parcel of Mokarari Mourashi Bastu land measuring about 04 Cottahs be same a little more or less together with structures standing thereon comprised within R.S. Khatian No. 568 and 427, R.S. Dag No. 308/1331, L.R. Khatian No. 2020, Hal L.R. Dag No. 346 and 320 within Mouza- Podrah, J.L. No. 38, Police Station- Sankrail, District- Howrah- 711109 within the jurisdiction of the office of the District Sub-Registry Office at Howrah and Additional District Sub-Registry Office at Ranihati which is more fully and particularly described in Schedule- 'B' hereunder written.

A N D W H E R E A S the Owner No. 6 is the owner and occupier now seized and possessed and/or otherwise well and sufficiently entitled to all that piece and parcel of Mokarari Mourashi Bastu land measuring about 02 Cottahs 04 Chittaks be same a little more or less together with structures standing thereon comprised within R.S. Khatian No. 427, R.S. Dag No. 308/1331, L.R. Khatian No. 2024, Hal Khatian No. 3613, Hal L.R. Dag No. 346 within Mouza- Podrah, J.L. No. 38, Police Station- Sankrail, District- Howrah- 711109 within the jurisdiction of the office of the District Sub-Registry Office at Howrah and Additional District Sub-Registry Office at Ranihati which is more fully and particularly described in Schedule- 'C' hereunder written.

A N D W H E R E A S all the Owners hereto for better enjoyment of their respective above mentioned properties at present total area about 19 Cottahs 06 Chittaks 30 Sq.ft. be the same a little more or less comprised within R.S. Khatian No. 568 and 427, R.S. Dag No. 308, 308/1331, L.R. Khatian No. 899, 2024, 2020, 3613, L.R. Dag No. 346 and 320 within Mouza- Podrah, J.L. No. 38, Police Station- Sankrail, District- Howrah intend to have their aforesaid properties amalgamated their properties vide Deed No. 050104741 for the year 2018 which is registered in Book No. I, Volume No. 0501-2018, Page from 144199 to 144230, before D.S.R. Howrah which is more fully and particularly described in Schedule- 'D' herein below.

A N D W H E R E A S all the above stated owners jointly prepared a building plan over 'D'- Schedule noted property which is duly sanctioned by Howrah Zilla Parishad vide Memo No. 406/032/HZP/EP dated 07.02.2019.

A N D W H E R E A S while seized and possessed of the aforesaid two parties in all measuring 19 Cottahs 06 Chittaks 30 Sq.ft. which are specifically mentioned in the Schedule- 'D' herein below, the Owners, being short of Funds and Technical knowledge and for the purpose of doing investment on their said properties jointly in a profitable manner by constructing a multi-storied building thereon, approached the Developer/ Promoter/Second Party to raise construction on the said property and to fulfill the purpose and accordingly they already entered into, executed and registered three separate Development Agreement (i) being No. 050101140 for the year 2020, Book No. I, Volume No. 0501-2020, Pages from 39817 to 39853 which was registered before the District Sub-Registrar at Howrah on 26th February, 2020 executed by Vendor Nos. 1 to 4, (ii) being No. 050101141 for the year 2020, Book No. I, Volume No. 0501-2020, Pages from 39916 to 39943 which was registered before the District Sub-Registrar at Howrah on 26th February,

2020 executed by Vendor No. 5 and (iii) being No. 050101142 for the year 2020, Book No. I, Volume No. 0501-2020, Pages from 39854 to 39887 which was registered before the District Sub-Registrar at Howrah on 26th February, 2020 executed by Vendor No. 6.

A N D W H E R E A S for smooth running of the work and allied incidents the above stated owners/vendors executed three separate Registered Development Power of Attorney after Registered Development Agreement which are duly executed on 26.02.2020 and registered before the District Sub-Registry Office Howrah, and registered in (i) Book No. I, Volume No. 0501-2020, Pages- 39747 to 39777, Being No. 050101145 for the year 2020, by Owners Nos. 1 to 4, (ii) Book No. I, Volume No. 0501-2020, Pages- 39797 to 39816, Being No. 050101144 for the year 2020, by Owner No. 5 and (iii) Book No. I, Volume No. 0501-2020, Pages- 39778 to 39796, Being No. 050101146 for the year 2020, by Owners No. 6.

A N D W H E R E A S after receiving duly sanctioned Plan from the appropriate authority i.e. Howrah Zilla Parishad vide vide Memo No. 406/032/HZP/EP dated 07.02.2019 the Vendors through their Developer started construction work out of their own fund on the First Schedule noted property and several buildings construction work is about to be completed and the owners/developer are in search of intending Purchaser/Purchasers for the portion which the developers received as consideration from the Purchasers as per the said Agreement. The construction of the multi-storied building on the above schedule noted property on their own funds and the Developer have notified such advs/display to sale or dispose the Flats or unit to any such intending Purchaser or Purchasers.

A N D W H E R E A S the Purchasers of the Second Part hereto have inspected the Title Deeds of the First Schedule property and satisfied themselves with the terms and conditions laid down in the Deed of

Agreement executed by the Vendors and the Developer and being satisfied with the title entered into an Agreement for Sale with the Vendors of the First Part and Developer/Promoter of the Third Part.

AND WHEREAS the Purchasers have taken inspection of all the documents of title of the Vendors and its allied papers and being satisfied about the non-encumbrance position of the land and premises the Purchasers have approached to the Developer for purchase of a self-contained Flat being known as Flat/Unit No., of the Floor of the said Building namely- BONORADHA APARTMENT on the said premises, measuring about an area of Sq.ft. including Super Built-up area and the Vendors have agreed to sale the said UNIT as more fully described in Schedule hereunder written and depicted and delineated within RED border line in the annexed Map or Plan hereto and at a consideration of Rs..... only excluding G.S. Tax.

AND WHEREAS the Developer has agreed to sale and the Purchasers have agreed to purchase the said Unit/Flat as referred to in the Second Schedule below is free from all encumbrances, charges and liens.

AND WHEREAS in consideration of the above, the Developer with the Power of Attorney agreed to execute the Deed of Conveyance in favour of the Purchasers herein in respect of the proportionate share or interest in the land comprised in the said Premises pertaining to the said unit at or for the value of Rs..... only paid by the Purchasers to the Developer as per Memo below.

AND WHEREAS the Vendors and the Developer have no right, title, interest, claim and demand whatsoever or howsoever into or upon the said Unit and in any event the Vendors and the Developer do and each of them doth hereby release, relinquish, disclaim, transfer and

assign all their respective title, interest, claim or demand whatsoever or howsoever over and in respect of the said Unit unto and in favour of the Purchasers herein.

NOW THIS INDENTURE WITNESSETH as follows :-

In pursuance of the said Sale Agreement and in pursuance of the said Sale Agreement and in consideration of the said sum of Rs..... only excluding G.S. Tax for acquiring the said Second Schedule noted Flat and undivided proportionate impartible share in the land underneath of the said premises and attributable to the said Unit paid by the Purchasers to the Vendors through the Developer in terms of the Development Agreement (the receipt whereof the Vendors doth hereby as also by the receipt hereunder written admits and acknowledges to have received of and from the same and every part thereof the said Vendors and the Developer do hereby forever acquit, release and discharge the said Purchasers and the said undivided, impartible, proportionate share or interest in the land comprised in the said premises and attributable to the said UNIT hereby intended to be sold, transferred and conveyed) the said Vendors doth hereby grants, conveys, transfers, assigns and assures and the said Developer doth hereby confirms and disclaims and disowns its respective rights UNTO AND IN FAVOUR OF THE SAID PURCHASERS ALL THAT the entirety of the Vendors' right, title, interest into or upon ALL THAT undivided impartible proportionate share or interest in the land underneath the Building comprised in the SAID PREMISES (more fully described in the First Schedule hereunder written and herein before and hereinafter referred to as the said undivided share) and attributable and/or allocable to the said Unit more fully described in the Second Schedule hereunder written and the said Developer doth hereby grants, transfers, releases and assures and the said Vendors doth hereby transfers, confirms, releases, disclaims and disowns all rights UNTO AND IN FAVOUR of the said Purchasers in respect of ALL THAT the said Unit more fully described in the Second Schedule hereunder written

and herein before and hereinafter called the said Unit unto and in favour of the Purchasers herein TOGETHER WITH sewers, drains, water courses, passages, rights, lights, liberties, privileges, easements, appendages whatsoever thereto belonging or in any way appertaining thereto or with the same or any part thereof usually held, used, enjoyed or accepted or reputed or known to be a part or parcel or member or members thereof or appurtenant thereto AND all the estate, right, title, interest, property, claim and demand whatsoever or howsoever of the Vendors and the Developer into or upon or in respect of the said undivided share in the said Unit AND the reversion or reversions, remainder or remainders and rents, issues and profits thereof, TO HAVE AND TO HOLD the said undivided proportionate share in the land and the said Unit and every part thereof and all other properties and rights hereby sold, granted, conveyed, transferred, assigned and assured or expressed intended so to be unto and in favour of the Purchasers herein absolutely and forever from all encumbrances, charges, liens, lispens and attachments of whatsoever or howsoever nature TOGETHER WITH the right of use of the common areas, portions and common parts comprised in the said building AND also the right of free ingress in and egress out from the said Unit SUBJECT HOWEVER to the Purchasers making payment of the proportionate share of maintenance and other charges and expenses to be paid by the Purchasers in respect of the maintenance and management of the common services (more fully and particularly mentioned and described in the Fourth Schedule hereunder written) SUBJECT NEVERTHELESS to the Purchasers' covenant and observance, fulfillment and performance of all the restrictions, terms and conditions covenants and obligations herein stated AND TOGETHER WITH all the easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said undivided share and the said Unit belonging to the Purchasers (more fully and particularly described and mentioned in the Fifth Schedule hereunder written) EXCEPTING AND RESERVING unto Vendors/

Developer all the other persons deriving title under the Vendors/
Developer all the easements or quasi-easements and other rights and
privileges (more fully and particularly mentioned and described in the
Sixth Schedule hereunder written) BUT OTHERWISE free from all
encumbrances and charges and as a transferable estate of inheritance
absolutely and forever according to the nature of the said undivided
share in the Said Unit.

THE PURCHASERS DO TH HEREBY COVENANTS WITH THE
VENDORS as follows :-

- a) THAT the Purchasers shall not be entitled for partition of the said property by means and bounds. It is agreed that the area mentioned in the Deed is including super built-up area comprised in the said Unit/Flat.
- b) THAT the Purchasers shall be liable to pay directly to the authority or contribute in proportion to the Floor area of the Unit/Flat hereby conveyed to the Purchasers towards payment of Panchayat Taxes and other outgoings i.e. payment of Government Revenue payable in respect of the property till the Co-operative Society has been formed among the Purchasers and when the Co-operative to be formed then the same shall be made by the Purchasers to the co-owner of the Flat/Flats in the Building represented by the Co-operative Society of the Purchasers of the Flat/Flats of the Building for said purpose.
- c) THAT the Purchasers also be entitled to sale, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Vendors or Developer or any other co-Owners who may have acquired and who may hereafter acquired any right, title, interest to those acquired by the Purchasers under the terms of this conveyance.
- d) THAT the Purchasers shall not in any way obstruct the common passage, drive ways, landed area, roof or stair cases of the said

property, not store thereto any rubbish or other materials, goods or furniture nor shall do anything whereby the use or enjoyment of the said premises be in any way prejudicially affected or vitiated.

- e) THAT the Purchasers shall not demolish or remove any structure walls, doors, window, shutters in or over the said premises.
- f) THAT the Purchasers shall maintain at their own costs the said Unit/Flat in the same good conditions, state and order as being delivered to them and shall abide by all rules and regulations of the Society or any other authorities.
- g) THAT the Purchasers shall not make any structural addition or alteration in the said Unit or erect brick partition and keep heavy articles. The Purchasers shall not keep or store any inflammable or combustible articles in the said Unit nor shall the Purchasers do anything which may constitute any nuisance or annoyance to the occupiers of the other Unit/ Flat in the said building.
- h) THAT the Purchasers shall not use the said unit for any illegal or immoral purposes. The Purchasers may dispose of the Flat/Unit to any person in future.
- i) THAT the Purchasers shall not throw or accumulate any dirt, rubbish, rags or refuse in the Vendors' property or in the compound or any portion of the said building.
- j) THAT the Purchasers shall pay their proportionate share towards all outgoings in respect of the said property and also towards monthly service and maintenance charges for maintenance of common parts for common easements etc. and shall also separately pay the proportionate share of and other taxes in respect of the said property.

- k) THAT until formation of Society or an Association amongst the Purchasers, Flat Owners shall pay the proportionate share of the Panchayat rates, taxes, sur-charges and water charges including multi-storied building tax, charges if any assessed on the said property and the Building thereat.
- l) THAT in the event of a Society or an Association being formed and registered by the Purchasers of all Units and or Flat in the said building the power and authorities of the Society or association so to be formed of the Purchasers herein and other Purchasers of the different Flats and Units shall be subject to overall authority and control of the Vendors as per existing law.
- m) THAT notwithstanding anything to the contrary herein before contained if the Purchasers fail to pay the common expenses, service charges and the charges for electricity consumed by them and or any amount becoming payable by the Purchasers the Association or Co-operative Society shall be entitled to disconnect or otherwise to stop the supply of electricity, water in the said Unit until such time as the Purchasers make full payment of the same.
- n) THAT the Vendors/Developer shall have the conclusive right to possess, use and dispose of the roof and parapet walls as mentioned in the Second Schedule written hereunder.
- o) THAT the Vendors/Developer shall arrange for the installation of separate electric meter in the name of the Purchasers for which purpose the Purchasers shall bear the costs till there be arrangement of separate electric meter in the name of the Purchasers, the Vendors/ Developer shall supply electricity in the said Unit No. of the Floor and the Purchasers shall pay the Bills proportionately as per their consumption. The Purchasers shall not

be entitled to get supply of electricity from the Vendors/Developer if they fail to pay the electricity charges for two consecutive months.

- p) THAT the Developer shall arrange for supply of water at the cost of the Purchasers in Purchasers' Unit/Flat from the Panchayat Authority or Deep Tube-well or available service, but the Purchasers shall pay the proportionate share of the electric charges of supply of water to the Unit/Flat.
- q) THAT the Vendors shall allow the Purchasers to go to the fixed portion of the roof through the stair case and to allow the Purchasers to install his/their T.V. Antenna at the roof in a suitable place which will not create any disturbance to others as stated in Power of Attorney and also for daily necessary purpose of drying cloths, quilt etc.
- r) THAT the Purchasers shall have to keep the said Flat/Unit in good substantial repair and to keep the said Flat in the Building in good repair to ensure supports and protection to the other parts of the Building in good repair to ensure support and protection to the other parts of the said building as they now enjoy.
- s) THAT the Purchasers shall not do any kinds of damage in the main pillars/ columns in which the Building stands on.
- t) THAT the Vendors and the Developer doth hereby indemnify the Purchasers in this behalf and keep them sufficiently harmless against all such claim, question or demand.
- u) The Vendors and the Developer further covenant with the Purchasers that the First Schedule property is not hit by any lien, lispence or Debutter or charge or attachment or acquisition or requisition or any

scheme whatsoever and that the title of the Vendors in the said Flat as also proportionate share or interest in the land that is being conveyed to the Purchasers by this instrument does not suffer from any latent or patent, defect of title such that the title obtained by the Purchasers on the footing of this instrument.

- v) THAT the Vendors and the Developer covenant with the Purchasers that the cost of the Purchasers they shall execute and register all documents as may be necessary for further rectification of the title of the Purchasers in the Flat together with undivided proportionate share and/or interest of the land and the right of common work/facilities.
- w) THAT the Vendors and the Developer further covenant with the Purchasers that they shall produce or cause to be produced all documents relating to the title of the Second Schedule Flat that are retained by them as and when are required by the Purchasers.
- x) THAT if any of the statements of this Deed be found to be not true and if no account of any infirmity the title of the Vendors in the Second Schedule Flat, the Purchasers suffer any loss, the Vendors and the Developer shall compensate the same with interest and shall come within the purview of law.

THE PURCHASERS DOTH HEREBY COVENANTS WITH THE VENDORS AND DEVELOPER as follows :-

- i) The Purchasers and all other person or persons deriving title from under and in trust for the Vendors shall at all material times hereafter observe and perform the restrictions more fully and particularly mentioned elsewhere in this presents.
- ii) The Purchasers shall at all material times hereafter regularly and punctually make payment of all the Panchayat rates and taxes and

proportionately the other statutory taxes ceases and impositions and expenses attributable to and or relating to the said undivided share in the Unit and/or relating to the maintenance of the said premises in which the said Unit is situated from the date the Purchasers have taken possession of the said Unit/Flat.

SCHEDULE - 'A'

PART - I

(Owners- Sri Nirmal Kumar Bandopadhyay, Smt. Nira Mukherjee, Smt. Ira Panja and Smt. Dhira Majumder)

ALL THAT piece and parcel of Mokarari Mourashi Bastu land measuring about 13 Cottahs 02 Chittaks 30 Sq.ft. (more or less) together with structures standing thereon comprised within R.S. Khatian No. 568 and 427, R.S. Dag No. 308, L.R. Khatian No. 899 and 2024, Hal L.R. Dag No. 320 within Mouza- Podrah, J.L. No. 38, Police Station- Sankrail, District- Howrah within the jurisdiction of the office of the District Sub-Registry Office Howrah and Additional District Sub-Registry Office at Ranihati, District- Howrah butted and bounded as follows :-

On the North : 4' feet wide common passage;
 On the South : Land of Sushil Adhikari & Sima Roy;
 On the East : R.S. Dag No. 308/1331;
 On the West : 17'-0" feet wide Road.

PART - II

(Owner- Sri Sukumar Bandopadhyay)

ALL THAT piece and parcel of Mokarari Mourashi Bastu land measuring about 04 Cottahs be same a little more or less together with structures standing thereon comprised within R.S. Khatian No. 568 and 427, R.S. Dag No. 308/1331, L.R. Khatian No. 2020, Hal L.R. Dag No. 346 (02 Cottahs 06 Chittaks) and 320 (01 Cottah 10 Chittaks) within Mouza- Podrah, J.L. No. 38, Police Station- Sankrail, District- Howrah- 711109 within the jurisdiction of the office of the District Sub-Registry Office

Howrah and Additional District Sub-Registry Office at Ranihati, District-Howrah butted and bounded as follows :-

- On the North : 4' feet wide common passage;
 On the South : Land of Sushil Adhikari & Sima Roy;
 On the East : R.S. Dag No. 308/1331;
 On the West : 17'-0" feet wide Road.

PART - III

(Owner- Sri Tapan Kumar Khara)

ALL THAT piece and parcel of Mokarari Mourashi Bastu land measuring about 02 Cottahs 04 Chittaks be same a little more or less together with structures standing thereon comprised within R.S. Khatian No. 427, R.S. Dag No. 308/1331, L.R. Khatian No. 2024, Hal Khatian No. 3613, Hal L.R. Dag No. 346 within Mouza- Podrah, J.L. No. 38, Police Station-Sankrail, District- Howrah- 711109 within the jurisdiction of the office of the District Sub-Registry Office Howrah and Additional District Sub-Registry Office at Ranihati, District- Howrah butted and bounded as follows :-

- On the North : 4' feet wide common passage;
 On the South : Part of R.S. Dag No. 308/1331;
 On the East : 4' feet wide common passage;
 On the West : Part of R.S. Dag No. 308/1331.

PART - IV

(AMALGAMATED PROPERTY)

ALL THAT piece and parcel of Bastu land about 19 Cottahs 06 Chittaks 30 Sq.ft. be the same a little more or less comprised within comprised within R.S. Khatian No. 568 and 427, R.S. Dag No. 308, 308/1331, L.R. Khatian No. 899, 2024, 2020, 3613, L.R. Dag No. 346 and 320 within Mouza- Podrah, J.L. No. 38, Police Station- Sankrail, District- Howrah within the jurisdiction of the office of the District Sub-Registry Office Howrah and Additional District Sub-Registry Office at Ranihati, District-

Howrah, Pin- 711109, which is delineated by RED colour border in the Plan annexed herewith. Butted and bounded by:-

On the North : 4' feet wide common passage.
 On the South : 4' feet wide common passage and others property.
 On the East : 4' feet wide common passage.
 On the West : 17' feet wide passage.

THE SECOND SCHEDULE ABOVE REFERRED TO
(The Unit / Flat)

ALL THAT the self-contained Flat/Unit being No. on the Floor, of the Multi-Storied building known as BONORADHA APARTMENT having an saleable area of Square feet including Super built-up area in the Floor consisting ofBedrooms, One Living-cum-Dinning, One Kitchen, Toilet, etc. more specifically described in the annexed sketch Map/Plan hereto and bordered by RED line situated on First Schedule noted property situated at Mouza and Village- Podra, J.L. No. 38, comprised in R.S. Khatian No. 568 and 427, R.S. Dag No. 308, 308/1331, L.R. Khatian No. 899, 2024, 2020, 3613, L.R. Dag No. 346 and 320 within Police Station- Sankrail, District- Howrah, Pin- 711109 Additional District Sub-Registry Office, Ranihati, District and District Sub-Registry Office, Howrah, together with undivided proportionate share of land underneath together with common right of user of staircase, lift and all the common areas, facilities and amenities comprised in the said building as more fully mentioned in the First Schedule above is the property hereby sold butted and bounded as follows:-

On the North :
 On the South :
 On the East :
 On the West :

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Parts)

1. The foundations, columns, beams, supports, corridors, lobbies, stairs, stair-ways, landings and entrances.
2. Drains and sewers of the premises.
3. Water sewers and drainage evacuation pipes from the Unit to drains and sewers common to the premises.
4. Boundary walls of the premises including outer side of the walls of the said Building and main gates.
5. Lift.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(The Common Expenses)

1. All costs of maintenance, operations, repairs, replacements, services and white washing, painting, rebuilding, reconstructing, decorating and redecorating of all the common areas/parts. The fixtures, fittings, electrical wiring and equipment in, under or upon the building enjoyed by or used in common by the occupiers of the building.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers, liftman etc.
3. Insurance premium for insuring the said Building and every part thereof against earthquake, damage by fire, lightning, mob violation, civil commotion, etc. if insured.
4. Expenses for supplying common utilities including electricity water charges, etc. payable to the concerned authorities and or organisation and payment of all charges including incidental charges thereto.
5. Panchayat and all other taxes and levies and all other outgoings save those which could be separately assessed or incurred in respect of any unit or portion of land.

6. Electricity expenses for lighting all the common areas and other walls of the Building, parking space and/or operation of all the common parts/ facilities.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Common Easement)

1. The Purchasers shall be entitled to all rights, privileges, vertical and lateral supports, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said premises and the common areas of the said Building or therewith usually held, used, occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified, accepting and re-serving unto and for the Vendors/ Developer and/or other co-Purchasers the right, easements, quasi-easements, privileges and appurtenances hereinafter more particularly set-forth in the Sixth Schedule hereunder written.
2. The right of access in common with the Vendors/Developer and/or other occupiers at the said building at all times and for all normal domestic purposes connected with the enjoyment of the common parts of the said Building.
3. The right of way in common as aforesaid into and upon the common passages, driveways and entrance at all times and for all purposes connected with the reasonable use and enjoyment of the said Unit with or without vehicle over and along with driveways and pathways comprised in the said Building PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchasers or any person deriving title under the Purchasers and/or the Purchasers' servants, agents, employees and invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise, the free passage

of other person or persons including the Vendors/Developer entitled to such right of way as aforesaid along with such common passages, driveways and entrances as aforesaid.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Easements reserved for the Vendors/Developer)

The under mentioned rights, easements, quasi-easements and privileges appertaining to the said premises shall be excepted and reserved for the Vendors/Developer and other co-Purchasers and/or occupiers of the other part or parts of the said premises.

1. The right in common with the Purchasers and/or other person or persons entitled to the other part or parts of the said premises as aforesaid for the use of the common parts and facilities.
2. The right of flow in common with the Purchasers and other person or persons as aforesaid of electricity and water from and to any part (other than the said Unit) or the Other Part or parts of the said Building through pipes, wires and conduits lying or being in under, through or over the said Unit as far as may be reasonably necessary for the beneficial use, occupation and enjoyment of the other part or parts of the said premises.
3. The right of protection of other part or parts of the said Building by all parts of the said Unit as the same can or does normally protect.
4. The right as would otherwise become vested in the Purchasers by means of any of the structural alterations or otherwise in any manner to less-on or diminish the normal enjoyment by other part or parts of the said premises.
5. The right with or without workmen and necessary materials to enter from time to time upon the Said Unit for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes, wires and conduits as aforesaid PROVIDED ALWAYS and

save in case of emergency the Vendors/Developer and occupiers of other part or parts of the said building shall give to the Purchasers a prior 48 (forty eight) hours written notice of its or their intention for such entry as aforesaid.

IN WITNESSETH WHEREOF the Vendors, Developer and Purchasers above named have subscribe their respective hands hereto in presence of witnesses on the day, month and year first above written.

Witnesses:-

1.

NIRMAL KUMAR BANDHAPADHYAY, SMT. NIRA MUKHERJEE, SMT. IRA PANJA, SMT. DHIRA MAJUMDER, SRI SUKUMAR BANDHAPADHYAY, SRI TAPAN KUMAR KHARA, being represented by their Attorney-

2.

UNIKUE CONHEIGHT PRIVATE LIMITED

Md. Sabid

- Director

Signature of the Attorney.

UNIKUE CONHEIGHT PRIVATE LIMITED

Md. Sabid

- Director

Signature of the Developer.

Signature of the Purchasers

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs..... only excluding Service Tax by the following manner :-

<u>Date</u>	<u>Cheque No.</u>	<u>Drawn on</u>	<u>Amount(Rs)</u>
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Total - _____

Witnesses:-

1.

2.

UNIKUE CONHEIGHT PRIVATE LIMITED

Md. Sajid

- Director

Signature of the Developer.

Drafted by me.

(RABIN KUMAR KARMAKAR)
 Advocate.
 Podrah, Howrah.
 Enrolment No. WB-301/1990.

Typed by me.

Howrah Court.