

THIS INDENTURE is made on this day _____ day of _____, 2021 between

(1) DAFFODIL TOWER PRIVATE LIMITED HAVING PAN NO.AACCD8389C (2) BRIGHTFUL RESIDENCY PRIVATE LIMITED HAVING PAN NO.AA FCB1354E (3) PANCHSHREE REALTORS PRIVATE LIMITED HAVING PAN NO.AAGCP7535G (4)

PREMKUNJENCLAVE PRIVATE LIMITED HAVING PAN NO.AAGCP7534H

(5) SANKATSATHI PROPERTIES PRIVATE LIMITED HAVING PAN NO.AARCS8991C (6) SIDHIMANGAL COMPLEX PRIVATE LIMITED HAVING PAN NO.AARCS8992B (7) SHIVPARIWAR REAL ESTATE PRIVATE LIMITED HAVING PAN NO.AARCS9006Q all existing private

limited companies within the meaning of the Companies Act 1956 having

their respective registered office situated at 4B-Castle House, _____ 5/1A,

Hungerford Street, 3rd floor, P. S. Shakespeare Sarani, P.O. Circus Avenue ,

Kolkata 700 017 **(8) ABDUL KHALEK MONDAL**, son of Late Abdul Jabber

Mondal, aged about 46 years, by religion Muslim, nationality – Indian, by

occupation - Business, having **PAN AYLPM5012F**, residing at Kusumba

Halderpara, Post Office – Narendrapur, Police Station – Sonarpur, Kolkata –

700 103, District – South 24 Parganas, West Bengal, **(9) BADRA ALAM**

MONDAL, son of Ramjan Ali Mondal, aged about 36 years, by religion

Muslim, nationality – Indian, by occupation - Business, having **PAN**

BGEPM1431L, residing at Jagannathpur, Post Office – R.K. Pally, Police

Station – Sonarpur, Kolkata – 700 150, District – South 24 Parganas, West

Bengal, **(10) REHANA BIBI**, wife of Abdul Khalek Mondal, aged about 38

years, by religion Muslim, nationality – Indian, by occupation - Housewife,

having **PAN BAJPB6425N**, residing at Kusumba Halderpara, Post Office –

Narendrapur, Police Station – Sonarpur, Kolkata – 700 103, District – South 24 Parganas, West Bengal, **(11) NAJIR HOSSAIN MOLLICK**, son of Yousuf Ali Mollick, aged about 36 years, by religion Muslim, nationality – Indian, by occupation - Business, having **PAN APFPM5408J**, residing at Jagannathpur, Post Office – R.K. Pally, Police Station – Sonarpur, Kolkata – 700 150, District – South 24 Parganas, West Bengal, **(12) NASIR SARDAR**, son of Kajem Sardar, aged about 31 years, by religion Muslim, nationality – Indian, by occupation - Business, having **PAN BMWPF6467G** residing at A 26, Sukanta Pally, M.G. Road, Police Station – Thakurpukur, Kolkata – 700 082, District – South 24 Parganas, West Bengal, **(13) ABUL KALAM HALDER**, son of Late Ramjan Ali Halder, aged about 48 years, by religion Muslim, nationality – Indian, by occupation - Business, having **PAN ADWPH6545G**, residing at Kusumba Halderpara, P.O. - Narendrapur, Police Station – Sonarpur, Kolkata – 700 103, District – South 24 Parganas, West Bengal, **(14) AYUB HALDER**, son of Late Kadar Bux Halder, aged about 47 years, by religion Muslim, nationality – Indian, by occupation - Business, having **PAN ADOPH3044G**, residing at Kusumba Halderpara, P.O. - Narendrapur, Police Station – Sonarpur, Kolkata – 700 103, District – South 24 Parganas, West Bengal, and represented by their Constituted Attorney **Shri Piyush Bhartia**, having **PAN AEIPB4707M** son of Late Bishwanath Bhartia residing at 6, National Library Avenue, Kolkata 700 027 hereinafter collectively referred to as the **VENDORS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor and/or successors in their respective offices/interests and assigns) of the **FIRST PART AND BANAJ**

DEVELOPERS PRIVATE LIMITED having **PAN AAFCB1198L** also an existing private limited company within the meaning of the Companies Act 1956 having its registered office situated at 5/1A, Hungerford Street, 4B-Castle House, 3rd floor, Kolkata 700 017 and represented by its Director **Shri Piyush Bhartia** having **PAN AEIPB4707M** son of Late Bishwanath Bhartia residing at 6, National Library Avenue, Kolkata – 700 017

hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and

assigns) of the **SECOND PART AND**

.....**S/O**,.....

..... Residing at.....

.....

PAN**hereinafter** referred to as the **PURCHASER**

(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, legal representatives, executors, administrators and assigns) of the **THIRD PART**

WHEREAS:

- A) In this Agreement wherever the context so permits the Vendors are also collectively referred to as the Owners
- B) By an Indenture of Conveyance dated 20th day of March 2013 and made between JARINA BIBI, AZIZUL MOLLA, FIROZA MOLLA, AJMIRA BIBI, ROHIMA KHATUN, NAJNIN KHATUN, RAJESH

CHOWDHURY, MANOJ CHOWDHURY, ABIDHOSSAIN MOLLA , KISHORE GOPE therein referred to as the Vendor of the One Part and the Owners herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional District Sub-Registrar of the A.D.S.R. SONARPUR, West Bengal in Book No.I Volume No.8 Pages 6923 to 6961 Being No. 03600 for the year 2013 the Owners herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of Land measuring 7Cottah 5 Chittak 41 sq.ft. (be the same a little more or less) TOGETHER WITH a single storied dwelling tile shed structures measuring approx.120 Sq.ft (more or less) comprised in J.L.NO.50, Touszi No.255, R.S. Dag No. 2283 and 2283/2518 corresponding in L.R. Dag No.2388 and 2446, under R.S. Khatian No.1325 corresponding to L. R. Khatian No.347 in Mouza- Kusumba, under Police Station- Sonarpur, within the District of 24 Parganas (South) within the limit of Rajpur-Sonarpur Municipality, (more fully and particularly mentioned and described in the Schedule thereunder written to as the SCHEDULE PROPERTY) for the consideration and on the terms and conditions contained and recorded in the said Indenture.

- C) By an Indenture of Conveyance dated 20th day of March 2013 and made between JAINALUDDING MOLLA, AYANLUDDIN MOLLA KHADIZA BIBI MONDAL, AZIZA BIBI , ANICHA SIPHY , TANUZA BIBI DHALI therein referred to as the Vendor of the One Part and the Owners herein therein collectively referred to as the Purchasers of the

Other Part and registered at the office of the Additional District Sub-Registrar of the A.D.S.R. SONARPUR in Book No.I Volume No.8 Pages 6863 to 6897 Being No. 03602 for the year 2013 the Owners herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of Land measuring 17Cottahs 10 Chittacks and 37Sq.ft. (be the same a little more or less) TOGETHER WITH a single storied dwelling tile shed structures measuring approx.70 Sq.ft (more or less) comprised in R.S. Dag No.2283 to 2283/2518 corresponding to L.R. Dag No.2388 and 2446, under R.S. Khatian No.1325 corresponding to L.R. Khatian No. 347, IN J.L. NO.50, Touzi No.255 in Mouza- Kusumba, under Police Station- Sonarpur, within the District of 24 Parganas (South) within the limits of Rajpur-Sonarpur Municipality, (more fully and particularly mentioned and described in the Schedule thereunder written and hereinafter referred to as the SCHEDULE PROPERTY) for the consideration and on the terms and conditions contained and recorded in the said Indenture.

- D) By an Indenture of Conveyance dated 21st day of March, 2013 and made between NAJIR HOSSAIN MOLLICK, NASIR SARDAR, therein referred to as the Vendor of the One Part and the Owners herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Addl. Registrar of Assurances -I, Kolkata in Book No.I Volume No.5 Pages 12790 to 12816 Being No. 02735 for the year 2013 the Owners herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL**

THAT the piece and parcel of Land measuring 4Cottahs 2 Chittaks 23 sq.ft. (be the same a little more or less) TOGETHER WITH a single storied dwelling tile shed structures measuring approx.140 Sq.ft (more or less) comprised in J.L. NO.50 , Touzi No.255, R.S. Dag No. 2336 corresponding to L.R. Dag No.2450, under R.S. Khatian No.1364, corresponding to L. R. Khatian No.453,685 and 1936 in Mouza-Kusumba, under Police Station- Sonarpur, within the District of 24 Parganas (South) within the limit of Rajpur-Sonarpur Municipality, (more fully and particularly mentioned and described in the Schedule thereunder written hereinafter referred to as the SCHEDULE PROPERTY) for the consideration and on the terms and conditions contained and recorded in the said Indenture.

- E) By an Indenture of Conveyance dated 21st day of March 2013 and made between ABDUL KHALEK MONDAL, BADRA ALAM MONDAL, REHANA BIBI, NAJIR HOSSAIN MOLLICK therein referred to as the Vendor of the One Part and the Owners herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Addl.Registrar of Assurances-I, Kolkata in Book No.I Volume No.5 Pages 12761 to 12789 Being No. 02734 for the year 2013 the Owners herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of Land measuring 21 Cottahs 3 Chittaks 16 sq.ft. (be the same a little more or less) TOGETHER WITH a single storied dwelling tile shed structures measuring approx.140 Sq.ft (more or less)

comprised in R.S. Dag No. 2337 corresponding to L.R. Dag No.2451 under R.S. Khatian No.1364, L. R. Khatian No.453,685 and 1936 in Mouza- Kusumba, under Police Station- Sonarpur, within the District of 24 Parganas (South) within the limit of Rajpur-Sonarpur Municipality, (more fully and particularly mentioned and described in the Schedule thereunder written the SCHEDULE hereunder written and hereinafter referred to as the SCHEDULE PROPERTY) for the consideration and on the terms and conditions contained and recorded in the said Indenture.

- F) By an Indenture of Conveyance dated 22nd day of March, 2013 and made between YUSUF ALI HALDER, ERSHAD ALI HALDER, MOHAMMED ALI HALDER, ISLAM HALDER, ROKEYA BIBI, RASHIDA BIMI MONDAL therein referred to as the Vendor of the One Part and the Owners herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional District Sub-Registrar, SONARPUR in Book No.I Volume No.9 Pages from 1743 to 1780 Being No. 03711 for the year 2013 the Owners herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of Land measuring 7Cottahs 7 Chittaks 12 sq.ft. (be the same a little more or less) TOGETHER WITH a single storied dwelling tile shed structures measuring approx.140 Sq.ft (more or less) comprised in J.L. NO.50 Touzi No.255, R.S. Dag No. 2283/2518 corresponding to L.R. Dag No.2446 under R.S. Khatian No.1325 L. R. Khatian No.365 and 462 in

Mouza- Kusumba, under Police Station- Sonarpur, within the District of 24 Parganas (South) within the limit of Rajpur-Sonarpur Municipality, (more fully and particularly mentioned and described in the Schedule thereunder written in the SCHEDULE hereunder written and hereinafter referred to as the SCHEDULE PROPERTY) for the consideration and on the terms and conditions contained and recorded in the said Indenture. By an indenture of Conveyance dated 30-11-2018 and made between Yusuf Ali Halder, Ershad Ali Halder and Mohammed Ali Halder therein referred as VENDORS of the ONE PART and Owners hereinafter collectively referred to as PURCHASERS of the OTHER PART and registered at the office of the Additional Sub Registrar, Garia in Book No.I, Volume 1629-2018, Pages from 160889 to 160994 being Deed No.162905253 for the year 2018. The owners herein became absolutely seized and possessed of and/or entitled to the piece and parcel of land measuring 11 cottah 8 chittack 15 sq.ft be the same land more or less comprising in J.L.No.50, Touzi No.255, R.S.Dag No. 2283/2518 corresponding to L.R.Dag No.2446 in R.S.Khatian NO.1325 and corresponding L.R.Khatian No.462 and 365 in Mouza: Kusumba under P.S: Narendrapur within the district of South 24 Parganas under the limits of Rajpur Sonarpur Municipality more fully mentioned in the schedule therein written and hereinafter referred to the consideration and on the terms and conditions containing and recorded in the said Indenture.

The said Schedule Property wherever the context so permits are collectively referred to as the said Properties and the said Properties are contiguous to each other

- G) By different Agreements for Development both dated 19th day of February 2016 and another dated 20th day of April, 2016 another dated 30th day of November 2018 and 14th day of February 2019 entered into between the Vendors and the Developer, the Vendors granted the exclusive right of development in respect of the said properties unto and in favour of the Developer herein for the consideration and on the terms and conditions contained and recorded in the said Agreements (hereinafter referred to as the DEVELOPMENT AGREEMENTS)
- H) In pursuance of the said Development Agreements the Developer caused the said properties to be amalgamated and upon amalgamation the said Properties as mentioned in the Schedule written hereunder have been allotted the Premises No. 3860, Kusumba by the Rajpur-Sonarapur Municipality and the said amalgamated properties are now known as numbered as Municipal Premises No. 3860, Kusumba.

- I) The Developer caused map or plan to be sanctioned by the authorities being No. 235/CB/08/25 dated 06-02-2017 and being No.161/Rev/CB/08/26 dated 13-01-21 (hereinafter referred to as the said PLANS) whereby the Developer became entitled to construct erect and complete a new building at the said premises comprising of ground plus four floors (hereinafter referred to as the NEW BUILDINGS)
- J) The Developer has since commenced the work of construction erection and completion of the said New Buildings in accordance with the said Plans and the Sellers and the Developer have identified their respective allocations and in terms of the said Development Agreements each of the Sellers and the Developer is entitled to independently enter into agreement for sale and transfer in respect of the various Units apartments constructed spaces and car parking spaces forming part of their respective allocations.
- K) The Purchaser having verified the right title and interest of the Vendors and after verification of the construction being carried on by the Developer in terms of the Development Agreements entered into on _____, the Purchaser entered into an Agreement dated _____ with the Vendors / Developer to purchase all that Unit No. _____ on the _____ Floor at Premises No. _____ together with one covered / open to sky car parking space and together with proportionate share or interest in common parts and portions and facilities together with undivided proportionate share in the land comprised on the

terms and conditions mentioned therein for and/or at a consideration of a sum
of Rs._____.

Upon being approached by the Purchaser, the Vendors and the Developer has agreed to execute the Conveyance in respect of all that Flat No. _____ on the _____ Floor measuring _____ Sq. Mt. Carpet Area andSq. Ft Chargeable Area along with one open to sky / covered parking space on the _____ floor for and/or at a consideration of a sum of Rs. _____ free from all encumbrances, liens and lispensens of any nature whatsoever in respect of the said Flat together with undivided proportionate share or interest in the said land proportionately attributable to the said Flat in the said Premises in terms hereto.

NOW THIS INDENTURE WITNESSES AND THE PARTIES AGREES AS FOLLOWS:-

That in consideration the agreement dated _____ and of a sum Rs. _____ (Rupees _____) only paid to the Vendors / Developer by the Purchaser the receipt whereof the Vendors / Developer doth hereby admits and acknowledges the Vendors doth hereby convey grant transfer assign and/or assure unto the Purchaser ALL THAT Flat No. ___ on the _____ floor measuring _____ sq. mt. Carpet Area and Sq. Ft. Chargeable Area along with one open to sky / covered parking space on the _____ floor morefully and particularly mentioned in Schedule "B" together with undivided proportionate share of the building being at _____ more fully and particularly mentioned and described in the Schedule "A" hereunder written and the right of usage of common portion on payment of maintenance charges and other outgoings in

respect of the premises in proportion to the area hereby conveyed together with water courses lights right liberties privileges easements water connections from the service area to the Flat No. ___ on the _____ floor measuring _____ Sq. Mt. Carpet Area and Sq. Mt. Chargeable Area along with one open to sky / covered parking space on the _____ floor and sewer pipes from the ground floor of the said building being _____ now is or hereto before was situated butted bounded called known numbered described or distinguished and the Developer doth hereby covenants to the same TOGETHER WITH ALL benefits and advantages of ancient and other light rights liberties easement privileges appendages and appurtenance whatsoever to the said proportionate share of land and Flat No. ___ on the _____ floor measuring _____ Sq. Mt. Carpet Area and Sq. Ft. Chargeable Area along with one open to sky / covered parking space on the _____ floor of the said building on the meassuage tenement land hereditament and premises or any part thereof belonging or otherwise appertaining to or with the reversions remainder and remainders and the rents issued and profits thereof and every part thereof AND ALL THE ESTATE RIGHT TITLE INTEREST IN HERITANCE USE TRUST POSSESSION PROPERTY CLAIM AND DEMAND whatsoever both at law and in equity of the Vendors and the Developer and of the Purchaser in to and upon the proportionate share of land of said Flat No. _____ on the _____ floor of the building being along with one open to sky / covered parking space on the _____ floor at _____ more fully and particularly described in Schedule C, Vendors do hereby convey and assure the said

undivided indivisible proportionate share of land and Flat No. ___ on the _____ floor measuring _____sq mt Carpet Area and Sq Ft Chargeable area along with one open to sky / covered car parking space on the _____ floor of the said building of the said messuage tenement land hereditament and Flat No. ___ on the ground floor measuring _____ sq. Mt Carpet area and Sq. Ft Chargeable Area along with one open to sky / covered parking space on the _____ floor of the said property into the Purchaser and the Vendors do hereby covenant with the Purchaser that notwithstanding any act deed matter assurance and thing whatsoever by the Vendors done committed executed or knowingly suffered to the contrary the Vendors now hath in himself good right full power and absolute authority to grant convey assign and assure ALL AND SINGULAR Flat No. _____ on the _____ floor measuring _____ sq.mt. carpet area **and**..... Sq. ft. chargeable area along with one open to sky /covered parking space on the _____ floor together with undivided proportionate share of the said building being at _____ hereby granted to assure conveyed assigned and assured or expressed or intended to be so into and to the use of the Purchaser in manner aforesaid and the Purchaser shall and may at all times hereafter peacefully and quietly hold possess and enjoy the said share of land together with of Flat No. ___ on the _____ floor measuring _____sq.mt. Carpe area **and**..... Sq.Ft. Chargeable Area along with one open to sky / covered parking space on the _____ floor of the said building being at _____ and every part thereof and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any

person or persons lawfully or equitably claiming from under for a trust for them AND that free from all encumbrances whatsoever made or suffered by the Vendors AND FURTHER THAT the Vendors shall and will from time to time and at all times hereafter at the request and costs of the purchaser do and or causes to be done and all such acts deeds matters assurances and things whatsoever for further better or more perfectly assuring the said Flat No.

____ on the ____ floor together with undivided proportionate share of the said building along with one open to sky / covered parking space on the _____ floor being at _____ every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may reasonably required AND that the Vendors have paid all rates, taxes and other outgoings in respect of the Flat No. ____ on the _____ floor up to the execution of these present.

**FURTHER THE PURCHASERS DOTH HEREBY COVENANT WITH THE
VENDORS AS FOLLOWS:**

- A. The Purchaser shall keep the other Co-owners indemnified against all losses and damages, which he may suffer or incur due to any act done committed by the Purchaser.

- B. The Purchaser shall not do any act, things, deed or decline to take any steps whereby right of the other occupier/purchaser are in any way put in jeopardy.

- C. That the Purchaser shall not only pay for its own share of rate, taxes and imposition/maintenance charges but shall also pay proportionate rates/tax charges in respect of common portions as mentioned in the Schedule “D” as well as the undivided indivisible proportionate share in the said land.
- D. The Purchaser binds himself to pay regularly and punctually every month by the seventh day of each month to the Vendors and/or and after formation of Society to the Society proportionate share of the maintenance charge/common expenses as be attributable to the said Unit in respect of the chargeable area of the said attributable Unit and the liability of the Purchaser for payment of the same has accrued from the date of completion of construction.
1. To pay to the Vendors/Developer till the formation of such Society sum of money for the maintenance of the Common Portions said Unit. The same shall be subject to increase or decrease from time to time according to the decision to be taken by Vendors / Developer or by the Society.
 2. The Purchaser has satisfied himself with the title of the Vendor in Schedule “A” Property in accordance with the sanction plan granted by Rajpur –Sonarpur Municipality being Sanction Plan No. 235/CB/08/25 dated 06-02-2017 and being No.161/Rev/CB/08/26 dated 13-01-21. The Purchaser have also satisfied himself with the constructed area hereby sold to the Purchaser. The Purchaser further covenants with the Vendors not to raise any objection or hindrance to

the use and enjoyment of the balance area in the said premises including the area being sold to the other Co Owners in the said premises.

3. The Purchaser further covenants that he shall use the common portions and common areas as mentioned in Schedule "C" hereunder written in common with other Co-owners and shall pay proportionate share for maintenance of common areas and common facilities in the premises within the period as may be notified by the Vendors / Developer and/or Society as may be specified by them from time to time. In case of default, the Purchaser agrees that he shall be liable for payment of interest at the rate as may be specified from time to time.
4. It being further agreed and understood that in case of non payment of the maintenance charges as mentioned in Schedule "D", the Society shall be entitled to take steps for recovery of the outstanding amount together with interest and cost from the Purchaser at the cost of the Purchaser.
5. To keep the said Unit and the Common Portions common walls, sewers, drains, pipes, cables, wires and other fittings fixtures and appurtenances in respect of the said Unit in good condition and working order and so as to support shelter and protect the other parts of the said Building other than the said Unit.

THE PURCHASER FURTHER DOTH HEREBY COVENANT WITH THE VENDORS

AS FOLLOWS:-

- (i) Not to interfere in any manner whatsoever in any connection with the construction or sale of usage of the building or any part/parts thereof by the Vendors and/or its agents or co-owners or co-occupiers as the case may be.
- (ii) To pay the proportionate share of municipal rates and taxes levied by any statutory authorities for common purposes as mentioned in Schedule "C" and to pay all charges for electric, gas, telephone water and sewerage and other facilities on and from the Vendors makes over peaceful vacant possession of the flat unit to the Purchaser.
- (iii) Not to do any act or deed whereby the Vendors are prejudicially affected or the construction of the building is in any manner obstructed.
- (iv) Not to throw any rubbish or store any combustible articles in the common portions or paths and keep the market passage in front of the shop clean and neither store any goods nor keep any furniture in the market passage.
- (v) Not to carry on any illegal or immoral activities in the said Unit.
- (vi) Not to decorate or paint otherwise so as to alter the exterior of and said unit flat save in accordance with the general scheme thereof as specified by the Vendor/ society.

- (vii) Not to claim any partition or sub-division of the land or common parts nor divide/ dismember the Unit flat.
- (viii) Not to make civil changes inside or outside the Unit.
- (ix) To maintain the Unit in good and habitable condition and if so required make all necessary repairs for proper enjoyment of the area by other Co-Owners in the said premises.
- (x) Maintain the façade of the building.
- (xi) Install Grill only as per approved design.
- (xii) The Purchaser agrees that he shall install window / split air conditioner at designated space(s) provided in the said Unit and in case he wishes to make any changes to such spaces, he shall do so only with prior written approval from the Vendors or the Society.
- (xiii) To keep the said flat/unit in good or tenantable repair or condition.
- (xiv) To permit the Vendors and/or the Society and their agents with or without workmen at all reasonable time to enter upon the said unit and to examine the state and condition thereof and in case of delay in repair etc. by giving notice to the Purchaser to repair and maintain the same.

- (xv) The Vendors shall have the exclusive rights for further or future development by construction of further Flats or by construction of additional Floors subject to and permission / approval being granted by Rajpur – Sonarpur Municipality and/ or its successors. In such circumstances the Purchaser agrees that the proportionate undivided common share in the land and/or in the common space shall be allowed to be varied and/or reduced and subject to the Vendors/Developer/Purchaser of the additional area making payment to the Purchaser herein in the ratio of his proportionate share in the common area and the Purchaser doth hereby covenants and agrees to the same.
- (xvi) It being agreed and understood that in case of any disputes regarding usage of construction material and/or proper construction, decision of the Architect is final and binding upon all the parties. The Purchaser has examined the right and title of the Vendors and have satisfied themselves in respect at the rights, title, interest of the Vendors. The Purchaser has also examined the building sanctioned plan and the construction made in the said Schedule A premises.
- (xvii) Not to interfere in any manner whatsoever in respect of sale and/or right of usage of any other portion or portions of the said building by the Vendors and/or any other person as authorized by the Vendors.
- (xviii) The car parking space in the rear side open area earmarked by the Vendors in the premises shall exclusively be used by those co-owners who have reserved such areas and have received letter by the Vendors for their

earmarked space and such co-owners shall use the said designated space with such other co-owners and shall park cars on first-come-first-serve basis if the said designated car parking spaces have back to back parking while parking their car in the said designated car parking space and shall take care to park car in such a manner that right of easement of such co-owners are in no way obstructed and shall co-operate with other co-owners for taking out the vehicle through the common passage.

- (xix) It is being expressly agreed and understood that the car parking space so allotted to the respective Co-Owner shall become integral part of the Unit flat and cannot be sold separately or used for any other purposes save and except for parking of cars.
- (xx) The Purchaser of the said unit shall not obstruct the residential co-owners to park their vehicles in their respective parking areas.
- (xxi) Not to store any goods or any other materials in stair case or any common areas or common portions of the said building.
- (xxii) Not to store any inflammable or explosives in the said Unit or in the shop room.
- (xxiii) To assist the Vendors or the Society to comply with all statutory provisions.

THE SCHEDULE "A" ABOVE REFERRED TO

(THE SAID PROPERTY/PREMISES)

PART - I

ALL THAT piece and parcel of undivided land measuring about 129 (one hundred and twenty nine) decimals equivalent to 3 (three) bigha 18 (eighteen) cottah 4 (four) Chittack 27 (twenty seven) sq.ft., be the same a little more or less, comprised in J.L. No. 50, Touzi No. 255, L.R. Khatian Nos.3821, 3822,2823,3824,3825,3826,3827,3828,3829,3830,3831,3832,3833 and 3834 Corresponding to R.S. Khatian No.1325 and 1364 L.R. Dag No.2450 corresponding to R.S. Dag No. 2336 and L.R. Dag No.2451 corresponding to R.S. Dag No.2337, L. R. Dag No.2388 corresponding to R.s. Dag No.2283 and L. R. Dag No. 2446 corresponding to R.S. Dag No.2283/2518 Mouza - Kusumba, Police Station - Sonarpur, District - South 24 Parganas, Being Premises No.3860 under Ward No.8, of Rajpur-Sonarpur Municipality and butted and bounded by:

ON THE NORTH BY : **Partly road and partly Land of Dag No.2277,2281, 2282**

ON THE SOUTH BY : **Property of Dag No. 2335, 2338, 2339, 2340**

ON THE EAST BY : **Partly Land of Dag No.2284, 2285, 2332 and 2335.**

ON THE WEST BY : **Land of Dag No.2282, 2342, 2344and 2345**

SCHEDULE "B" ABOVE REFERRED TO
(THE SAID UNIT AND THE PROPERTIES APURTENANT THERETO)

ALL THAT the Unit No on the floor of the New Buildings now in course of construction at the Premises No.3860, Ward No.8 containing by admeasurements **Sq. Mtrs.** of Carpet Area (be the same a little more or less) andSq.ft. chargeable area and open/ covered Car Parking Space/s in the ground floor of the building situated at the said premises TOGETHER WITH the proportionate share in all common parts portions areas and facilities and TOGETHER WITH the undivided proportionate share in the land comprised in the said Premises attributable thereto.

SCHEDULE "C" ABOVE REFERRED TO
(COMMON PARTS AND PORTIONS)

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.

6. Boundary walls of the premises including outer side of the walls of the building and main gates.
7. Water pump and motor with installation.
8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer if applicable electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Unit) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the premises.
11. Generator its installations and its allied accessories.
12. Lifts and their accessories installations and spaces required therefore.
13. Such other common parts areas equipments installations fixtures fittings in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Units as are necessary.

SCHEDULE – “D” ABOVE REFERRED TO

(Maintenance Charges)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.

2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flower beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing reinstating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.

10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Sellers may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any Unit/Units
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual lessee of any Unit.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations

orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any Unit/Units

18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Sellers may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding Organization it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Units/Units and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organisation and with the terms of this Schedule.

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

SIGNED and DELIVERED by the SELLERS at Kolkata in the presence of :

SIGNED and DELIVERED by the DEVELOPER at Kolkata in the presence of :

SIGNED and DELIVERED by the PURCHASER at Kolkata in the presence of :