

THIS INDENTURE made this the ----- Day of -----,

BETWEEN

MR BISWA BIJOY GHOSH, Son of Late Ajit Kumar Ghosh, Holding PAN: ADAPG3786Q, By religion - Hindu (Indian Citizen). By profession - Business, residing at Kallmohan Pally, Bolpur, P.O. & P.S. Bolpur, Dist. Bhirbhum, PIN- 731204, West Bengal, Proprietor JHINUK CONSTRUCTIONS, hereinafter called and referred to as the VENDOR (which term or expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators representatives, successors and/or assigns) the Party of the FIRST PART ; Ctd.p/2

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AND

1. MR/MRS _____, son/wife of _____, Holding PAN: _____, By religion _____, By Profession _____, Residing at _____, P.O. _____, P.S. _____, Dist. _____, PIN _____, State _____,

2. MR/MRS _____, son/wife of _____, Holding PAN: _____, By religion _____, By Profession _____, Residing at _____, P.O. _____, P.S. _____, Dist. _____, PIN _____, State _____,

hereinafter referred to as "the PURCHASER" (which term or expression shall unless excluded by or repugnant to the context be deemed to include his/her/their/its heirs, executors, administrators representatives, successors and/or assigns) of the SECOND PART:

WHEREAS:

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

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

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

A.3 "Regulation" means the Regulations made under the West Bengal Housing Industry Regulation Act 2017.

A.4 "Section" means a section of the Act

B.1 By virtue of below mentioned Seven Registered Deed of Convoiances BISWA BIJOY GHOSH became the absolute Vendor of ALL THAT Land measuring more or less 3 Acar 96 Decimal under L.R. Khatian No.562 & 990, L.R. Dag No.491, 492, 511, 512 & 514 under Mouza Kamarpara, J. L. No.131, P.S. Illambazar, Illambazar Gram Panchyat, Dist. Birbhum, bordered RED in the MAP or PLAN annexed herewith, more fully and particularly described in the PART-I of the FIRST SCHEDULE hereinafter called and referred as the TOTAL PROPERTY.

B.2 By executing a Sale Deed on 27th December,2015 which was registered on 30th December,2015 FRIENDS OF THE STADIUM a Society registered under West Bengal Societies Registration Act,1961 having its Register Office FD-144, Salt Lake City, P.O. Salt Lake, P.S. South Bidhannagar, District. North 24-Parganas, Kolkata-700103, sold, conveyed, transferred absolutely and forever to BISWA BIJOY GHOSH ALL THAT Land measuring more or less 9 Satak under Khatian No.562, R.S. & L.R. Dag No.512, under Mouza Kamarpara, J. L. No.131, Illambazar Gram Panchyat, P.S. Illambazar, Dist. Birbhum, and the said Deed was recorded in Book No.1, Volume No.0301-2015, Pages 131274 to 131295, Being No.030113344 for the year 2015 of the Office of Dist. Sub-Registrar, Birbhum.

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B.3 By executing a Sale Deed on 27th December,2015 which was registered on 29th December,2015 FRIENDS OF THE STADIUM a Society registered under West Bengal Societies Registration Act,1961 having its Register Office FD-144, Salt Lake City, P.O. Salt Lake, P.S. South Bidhannagar, District. North 24-Parganas, Kolkata-700106, sold, conveyed, transferred absolutely and forever to BISWA BIJOY GHOSH ALL THAT Land measuring more or less 15 Satak under Khatlan No.562, R.S. & L.R. Dag No.512, under Mouza Kamarpara, J. L. No.131, Illambazar Gram Panchyat, P.S. Illambazar, Dist. Birbhum, and the said Deed was recorded in Book No.1, Volume No.0301-2015, Pages 131111 to 131132, Being No.030113327 for the year 2015 of the Office of Dist. Sub-Registrar, Birbhum.

B.4 By executing a Sale Deed on 27th December,2015 which was registered on 30th December,2015 FRIENDS OF THE STADIUM a Society registered under West Bengal Societies Registration Act,1961 having its Register Office FD-144, Salt Lake City, P.O. Salt Lake, P.S. South Bidhannagar, District. North 24-Parganas, Kolkata-700106, sold, conveyed, transferred absolutely and forever to BISWA BIJOY GHOSH ALL THAT Land measuring more or less 17 Satak under Khatlan No.562, R.S. & L.R. Dag No.511, under Mouza Kamarpara, J. L. No.131, Illambazar Gram Panchyat, P.S. Illambazar, Dist. Birbhum, and the said Deed was recorded in Book No.1, Volume No.0301-2015, Pages 131229 to 131251, Being No.030113336 for the year 2015 of the Office of Dist. Sub-Registrar, Birbhum.

B.5 By executing a Sale Deed on 27th December,2015 which was registered on 29th December,2015 FRIENDS OF THE STADIUM a Society registered under West Bengal Societies Registration Act,1961 having its Register Office FD-144, Salt Lake City, P.O. Salt Lake, P.S. South Bidhannagar, District. North 24-Parganas, Kolkata-700106, sold, conveyed, transferred absolutely and forever to BISWA BIJOY GHOSH ALL THAT Land measuring more or less 200 Satak under Khatlan No.562, R.S. & L.R. Dag No.511, under Mouza Kamarpara, J. L. No.131, Illambazar Gram Panchyat, P.S. Illambazar, Dist. Birbhum, and the said Deed was recorded in Book No.1, Volume No.0301-2015, Pages 131088 to 131110, Being No.030113329 for the year 2015 of the Office of Dist. Sub-Registrar, Birbhum.

B.6 By executing a Sale Deed on 14th February,2016 which was registered on 16th February,2016 FRIENDS OF THE STADIUM a Society registered under West Bengal Societies Registration Act,1961 having its Register Office FD-144, Salt Lake City, P.O. Salt Lake, P.S. South Bidhannagar, District. North 24-Parganas, Kolkata-700106, sold, conveyed, transferred absolutely and forever to BISWA BIJOY GHOSH ALL THAT Land measuring more or less 42 Satak under Khatlan No.562, R.S. & L.R. Dag No.492, under Mouza Kamarpara, J. L. No.131, Illambazar Gram Panchyat, P.S. Illambazar, Dist. Birbhum, and the said Deed was recorded in Book No.1, Volume No.0303-2016, Pages 20589 to 20590, Being No.030301075 for the year 2016 of the Office of Addl. Dist. Sub-Registrar, Boipur, Birbhum.

B.7 By executing a registered Sale Deed on 2nd March,2016 TARUN SARKAR, Son of Dilip Sarkar sold, conveyed, transferred absolutely and forever to BISWA BIJOY GHOSH ALL THAT Land measuring more or less 56 Satak under Khatlan No.990, R.S. & L.R. Dag No.514, under Mouza Kamarpara, J. L. No.131, Illambazar Gram Panchyat, P.S. Illambazar, Dist. Birbhum, and the said Deed was recorded in Book No.1, Volume No.0303-2016, Pages 29333 to 29348, Being No.030301494 for the year 2016 of the Office of Addl. Dist. Sub-Registrar, Boipur, Birbhum.

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B.8 By executing a registered Sale Deed on 2nd March, 2016 TARUN SARKAR, Son of Dilip Sarkar sold, conveyed, transferred absolutely and forever to BISWA BIJOY GHOSH ALL THAT Land measuring more or less 57 Satak under Khatian No.990, R.S. & L.R. Dag No.491, under Mouza Kamarpara, J. L. No.131, Illambazar Gram Panchyat, P.S. Illambazar, Dist. Birbhum, and the said Deed was recorded in Book No.1, Volume No.0303-2016. Pages 29317 to 29332, Being No.030301493 for the year 2016 of the Office of Addl. Dist. Sub-Registrar, Bolpur, Birbhum.

C. After the purchase of the above mentioned Land, Vendor herein got his name mutated in the records of B. L. & L. R. O. Illambazar, under L. R. Khatian No. 975.

D. Thereafter Vendor herein converted classification of Land U/S 4C of the West Bengal Land reforms Act, 1955 on 3rd June,2016. (Vide Conversion Case No. 41/BL&LRO, Illambazar/2016, subsequent Renumbered Case No. 202/DL&LRO, Birbhum/2016).

E. The Illambazar Gram Panchayat has sanctioned a Plan bearing receipt No. 03150545, dated 16-09-2016 (dated 16-09-2016 bearing memo No. 1914/I(3)/I/GENL/B.P./BZP/2016 sanctioned by Birbhum Zilla Parisad) for construction of Building/Buildings on the Property utilizing only the sanctionable area of the Property measuring more or less 3 Acar 15 Decimal (under L. R. Khatian No. 975, L. R. Dag No. 492, 511 & 514 under Mouza Kamarpara, J. L. No. 131, P.S. Illambazar, Illambazar Gram Panchayat, Dist. Birbhum).

F. The Vendor has commenced construction in accordance with the Plan.

AND WHEREAS the Purchaser/s approached the Vendor for being allotted for purchase the ALL THAT Flat/Duplex/Row Bungalow/Exclusive Bungalow Being No. _____, _____ Floor, Block _____, Block Name _____ bordered ORANGE in the FLOOR PLAN annexed herewith, with or without exclusive Terrace and Private Lawn, particularly described in the SECOND SCHEDULE below and the right to use and enjoy the Common Portions and wherever the context so intends or permits, shall include the said Undivided Share, particularly described in the THIRD SCHEDULE below. which constructed on the land, more fully and particularly described in the PART- II of the FIRST SCHEDULE; hereinafter called and referred as THE SAID FLAT/DUPLEX/ROW BUNGALOW/EXCLUSIVE BUNGALOW and the Vendor agreed to make such allotment and allotted on certain terms and conditions that have been agreed to by the parties and are being recorded in writing herein.

AND WHEREAS the Purchaser/s has/have fully satisfied himself/ herself/themselves/itself as to the title of the VENDOR'S in respect of the said Property and has also inspected the proposed Map or Plan sanctioned for construction of Multi Storied Buildings at the said Property by the authorities concerned and hereby assures and covenants with the Vendor that he/she/it/ they is fully satisfied himself/herself/themselves/itself in respect thereof and has agreed not to raise any objection or dispute whatsoever or howsoever over and in respect thereof.

AND WHEREAS the Purchaser/s after being satisfied about the title of the Vendor in respect of the said property and after inspection of the relevant papers and documents and the sanctioned plan of the proposed buildings has agreed to purchase the said Flat/Duplex/Row Bungalow/Exclusive Bungalow TOGETHER WITH undivided proportionate variable indivisible impartiable share in the

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Land underneath the Buildings in which the Flat in question is, situated, within Land measuring more or less 2 Acar 59 Decimal under L. R. Khatian No. 975, L. R. Dag No. 492 & 511 under Mouza Kamarpara, J. L. No. 131, P.S. Illambazar, Illambazar Gram Panchayat, and the Vendor agreed to make such allotment the Purchaser/s has agreed to purchase on ----- said Flat/Duplex/Row Bungalow/Exclusive Bungalow to be constructed by the Vendor at and for the consideration of Rs. ----- (Rupees-----), free from all encumbrances and charges and entered into an Agreement for sale with the Vendor.

AND WHEREAS the Vendor have completed the construction of the above mentioned SAID FLAT/DUPLEX/ROW BUNGALOW/EXCLUSIVE BUNGALOW and after actual measurement comes to more or less Sq.ft. Carpet Area. The Purchaser/s has/have fully satisfied himself/herself/themselves/itself as to the Construction of the said Buildings as well as the SAID FLAT/DUPLEX/ROW BUNGALOW/EXCLUSIVE BUNGALOW and also the material used by the Vendor for the construction and completion of the said Building as well as the said Flat/Unit and further fully satisfied himself/herself/themselves/itself as to the measurement of the said Flat and hereby assures and covenants with the Vendor that he/she/it is fully satisfied himself/herself/itself/themselves in respect thereof and has agreed not to raise any objection or dispute whatsoever or howsoever over and in respect thereof.

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

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

NOW THIS INDENTURE WITNESSETH THAT THE PARTIES HERETO HAVE AGREED AS FOLLOWS :

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. In consideration of the said sale Agreement between the Vendor & and the Purchaser/s herein and in consideration of the sum of Rs. (Rupees) only of the lawful money of the Union of India well and sufficiently paid by the Purchaser/s to the Vendor in terms of the said sale Agreement on or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt and memo hereunder written admit and acknowledge) and of and from the same and every part thereof Vendor at the request of the Purchaser/s and of and from the same and every part thereof jointly doth hereby acquit discharge exonerate and release the Purchaser/s the ALL THAT Flat/Duplex/Row Bungalow/Exclusive Bungalow Being No. -----, ----- Floor, Block -----, Block Name ----- bordered ORANGE in the FLOOR PLAN annexed herewith, with or without exclusive Terrace and Private Lawn, particularly described in the SECOND SCHEDULE below and the right to use and enjoy the Common Portions and wherever the context so intends or permits, shall include the said Undivided Share, particularly described in the THIRD SCHEDULE below, which constructed on the

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land, more fully and particularly described in the PART- II of the FIRST SCHEDULE; and attributable to the SAID FLAT/DUPLEX/ROW BUNGALOW/EXCLUSIVE BUNGALOW hereby granted, sold, conveyed and transferred, the Vendor doth hereby grant sell convey transfer assign and assure ALL THAT undivided proportionate variable indivisible impartible share in land underneath the Buildings in which the ALL THAT Flat/Duplex/Row Bungalow/Exclusive Bungalow Being No. _____, _____ Floor, Block _____ Block Name _____ bordered ORANGE in the FLOOR PLAN annexed herewith, with or without exclusive Terrace and Private Lawn, particularly described in the SECOND SCHEDULE below and the right to use and enjoy the Common Portions and wherever the context so intends or permits, shall include the said Undivided Share, particularly described in the THIRD SCHEDULE below. which constructed on the land, more fully and particularly described in the PART- II of the FIRST SCHEDULE; (hereinafter referred to as the "SAID SHARE IN THE SAID PREMISES") together with all and whatever right, title and interest of the Vendors/Developers of and in ALL THAT Flat/Duplex/Row Bungalow/Exclusive Bungalow Being No. _____, _____ Floor, Block _____ Block Name _____ bordered ORANGE in the FLOOR PLAN annexed herewith, with or without exclusive Terrace and Private Lawn, particularly described in the SECOND SCHEDULE below and the right to use and enjoy the Common Portions and wherever the context so intends or permits, shall include the said Undivided Share, particularly described in the THIRD SCHEDULE below. which constructed on the land, more fully and particularly described in the PART- II of the FIRST SCHEDULE; (more fully described in the SECOND SCHEDULE hereunder written and hereinafter collectively referred to as the "SAID FLAT") ALSO TOGETHER WITH undivided proportionate variable and impartible share in the common parts and portion of the said Buildings more fully and particularly described in the THIRD SCHEDULE hereinafter mentioned but without any Ownership right in the ultimate Roof of the Buildings and the Open Land within the Said Property. AND the reversion or reversions remainder or remainders AND rents issues and profits of the said flat including the said share in the said premises and/or any and every part thereof AND all the legal incidence thereof AND ALL the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and equity of the Vendor into or upon and in respect of the said share in the said premises or any and every part thereof herein comprised and hereby sold conveyed granted and transferred TO HAVE AND TO HOLD the same and every part thereof unto and to the use of the Purchaser/s SUBJECT TO the Purchaser's covenants herein and subject to the terms, covenants, stipulations, conditions and agreements hereunder written and on the part of the Purchaser/s to be observed and performed as the covenants for the benefits and protection of the premises and binding upon the Purchaser/s or the person deriving title to the said share in the said premises as "covenant running with the land" SUBJECT HOWEVER TO the Purchaser/s paying to the Vendor /Association proportionate service charges and maintenance charges and also paying proportionate Municipal/Panchayat and all other rates taxes outgoings and common expenses including those mentioned in the FOURTH SCHEDULE hereunder written in connection with the SAID FLAT/DUPLEX/ROW BUNGALOW/EXCLUSIVE BUNGALOW wholly and the building and the said land and in particularly the common areas and facilities proportionately.

2. The Vendor doth hereby covenant with the Purchaser/s as follows:-

2.1 That notwithstanding any act deed matter or thing whatsoever heretofore done committed or knowingly suffered by the Vendor to the contrary the Vendor is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to sell and transfer assign and assure.

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2.2 That the Vendor have good right full power and absolute and indefeasible authority to sell assign and transfer the said share in the said premises and every part thereof unto and to the use of the Purchaser/s in the manner aforesaid and according to the true intent and meaning of these presents.

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

2.4 That the Vendor and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the SAID FLAT/DUPLEX/ROW BUNGALOW/EXCLUSIVE BUNGALOW including the said share in the said premises from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser/s do make acknowledge and execute or cause to be done made acknowledged and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the SAID FLAT/DUPLEX/ROW BUNGALOW/EXCLUSIVE BUNGALOW including the said share in the said premises hereby granted transferred assigned and assured and every part thereof unto and to the use of the Purchaser/s as shall or may be reasonably required.

2.5 That the Vendor shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser/s produce or cause to be produced before the Purchaser/s or his Attorney or Attorneys or Agent or Agents or before any Court, Tribunal, Board, Authority or firm for inspection or otherwise as occasion shall require the deeds and writings in connection with the said land and/or building thereon so long as the same shall remain with the Vendor and shall also at the like request and costs deliver to the Purchaser/s such attested or other copies of or extracts therefrom as Purchaser/s may require AND shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterated, uncancelled and unspoilt.

3. The Purchaser/s doth hereby covenant with the Vendor as follows:-

3.1 comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;

3.2 permit the Vendor, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat/Duplex/Row Bungalow/Exclusive Bungalow for the Common Purposes or the Project;

3.3 deposit the amounts for various purposes as required by the Owner/Maintenance Agency or the Association;

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3.4 use and occupy the said Flat/Duplex/Row Bungalow/Exclusive Bungalow only for the purpose of residence;

3.5 use the Common Portions without causing any hindrance or obstruction to other Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners and occupants of the Buildings;

3.6 keep the said Flat/Duplex/Row Bungalow/Exclusive Bungalow and walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat/Duplex/Row Bungalow/Exclusive Bungalow in the Buildings and/or in the said Property in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flat/Duplex/Row Bungalow/Exclusive Bungalow/parts of the Buildings.

3.7 in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Flat/Duplex/Row Bungalow/Exclusive Bungalow or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;

3.8 use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat/Duplex/Row Bungalow/Exclusive Bungalow of men materials and utilities;

3.9 bear and pay the Common Expenses and other outgoings in respect of the said Property proportionately and the said Flat/Duplex/Row Bungalow/Exclusive Bungalow wholly;

3.10 pay Panchayat and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the said Property proportionately and the said Flat/Duplex/Row Bungalow/Exclusive Bungalow wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow until the same is assessed separately by the Panchayat;

3.11 pay for other utilities consumed in or relating to the said Flat/Duplex/Row Bungalow/Exclusive Bungalow;

3.12 allow the other Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners the right to easements and/or quasi-easements;

3.13 regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Panchayat Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier; and

3.14 observe and comply with such other covenants as be deemed reasonable by the Vendor for the Common Purposes.

3.15 not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Flat/Duplex/Row Bungalow/Exclusive Bungalow or any part of the Buildings or the said Property or may cause any increase in the premium payable in respect thereof;

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3.16 not to decorate the exterior of the Building otherwise than in the manner agreed by the Vendor in writing or in the manner as near as may be in which it was previously decorated;

3.17 not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings or in any other common areas or installations of the Buildings/Complex;

3.18 not to store or allow any one to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Buildings/Complex;

3.19 not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flat/Duplex/Row Bungalow/Exclusive Bungalow in the Buildings;

3.20 not to claim any right over and/or in respect of any open land at the said Property or in any other open or covered areas of the Buildings and the said Property reserved or intended to be reserved by the Vendor for his own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him;

3.21 not to park or allow anyone to park any car or two wheeler at any place other than the space earmarked for parking car(s) and two wheeler(s);

3.22 not to do any addition, alteration, structural changes, construction or demolition in the said Flat/Duplex/Row Bungalow/Exclusive Bungalow without prior permission from the Panchayat and other concerned authorities as also the Vendor and also subject to the condition that the same is not restricted under any other provision of this Memorandum;

3.23 not to use the said Flat/Duplex/Row Bungalow/Exclusive Bungalow for any purpose save and except for residential purpose and not to use the said Flat/Duplex/Row Bungalow/Exclusive Bungalow in any manner that may cause nuisance to occupiers of the other portions of the Buildings and not to use the said Flat/Duplex/Row Bungalow/Exclusive Bungalow as a Club House, Boarding House, Eatery or for commercial, illegal or immoral purposes;

3.24 not to block or occupy any pathway, passages, corridor, lobby in any manner whatsoever;

3.25 not to interfere in any manner with the Exclusive Use Rights of the owners and occupants (along with their guests and visitors) of the Exclusive Private Lawns including the transfer of such rights and entitlements along with the transfer of the Flat/Duplex/Row Bungalow/Exclusive Bungalow respectively;

3.26 not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Memorandum.

3.27 To co-operate with the Owner/Association in the management and maintenance of the Complex and doing all other acts relating to and concerning with the common purpose and formation of association of the Flat/Duplex/Row Bungalow Holders of the Society of the complex.

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3.28 To observe and perform rules regulations and restrictions from time to time in force for the use and management of the said Buildings and in particular the common parts and the common portions formed and/or made applicable from time to time by the Owner/Association.

3.29 Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flat/Duplex/Row Bungalow/Exclusive Bungalow in the said Building and other Buildings in the Complex.

3.30 To pay and bear proportionately the common expenses and general expenses and other outgoings in respect of the Housing complex and all the expenses and outgoings and charges in respect of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow.

3.31 To pay Panchayat/Zilla Parishad and all other rates, taxes, levies and impositions in respect of the said Buildings and complex proportionately and in respect of the said Flat/Duplex wholly.

3.32 To pay and bear for electricity and other utilities in or relation to the said Flat/Duplex/Row Bungalow/Exclusive Bungalow including the charges for loss of electricity due to amortization/transformation etc., and the proportionate charges for replacement/repairs of the transformer and other connected utilities and apparatus.

3.33 Until formation of the Association and its taking over maintenance management and administration of the common portions of the Buildings, common parts, general utilities or common portion of Flat/Duplex/Row Bungalow/Exclusive Bungalow, the said Vendor shall continue to maintain, manage and administer the same and the Purchaser/s shall pay to the Vendor proportionate share of the common expenses.

3.34 The Purchaser/s will/shall not take up wiring for electrical and telephone installations, television antenna and/or any other appliances or air conditioning units on the exterior of the property concerned that protrudes through the walls except as expressly authorized in writing by the Owner/Association.

3.35 Till such time the said Flat/Duplex/Row Bungalow/Exclusive Bungalow is being separately assessed by the Illambazar Gram Panchayat or any Competent Authority and separate rate bills being issued, the Purchaser/s will/shall regularly and punctually pay proportionate share of the rates and taxes as assessed by the Illambazar Gram Panchayat on the whole building and/or the premises to the Vendor or the association (upon its formation) within such time as may be prescribed by the Vendor or the Association. The proportion of the Purchaser/s in the rates and taxes and also otherwise hereunder be determined by the Vendor or the Association on the basis of the area of each Flat/Duplex/Row Bungalow/Exclusive Bungalow in the said building and the Purchaser/s shall accept the same. Upon the said Flat/Duplex/Row Bungalow/Exclusive Bungalow being separately assessed by the Illambazar Gram Panchayat or any other Competent Authority and separate rate bills being issued, the liability of the Purchaser/s for payment of his/her share towards the rates and taxes of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow to the Vendor or the Association shall determine. The Purchaser/s will/shall however, regularly and punctually pay all such rate bill and keep the Vendor and the Association as the case may be indemnified there from.

4.2 The Purchaser of Flat/Duplex/Row Bungalow shall have no right, title, interest over the Land under Dag No. 514 upon which the exclusive Bungalow to be constructed and also on all construction to be made thereon including boundary wall and two gates one on the Adjacent Road side and other on the said Property side and also all facilities amenities utilities on the Land for exclusive Bungalow. But the Vendor of the Exclusive Bungalow shall have the right to use and enjoy the common portion of the project upon payment of proper maintenance charges.

4.3 The Exclusive Private Lawn, if specifically mentioned in PART- II of the Second Schedule hereto, shall have exclusive access from and be attached and appurtenant only to the said Duplex, Row Bungalow and Exclusive Bungalow and shall be exclusively used and enjoyed by the Purchaser for the purpose of Private garden only. The Purchaser shall not be entitled to use the same for any other purpose or to make any construction thereon. The Purchaser shall however be entitled to beautify and landscape the same. The said Exclusive Private Lawn if specifically mentioned in PART- II of the Second Schedule hereto, shall form an integral part of the said Duplex, Row Bungalow and Exclusive Bungalow and shall be transferable only as a part of the same and not independently or in any other manner.

4.4 Notwithstanding anything to the contrary contain elsewhere in this Memorandum it is expressly agreed that the sale of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow in favour of the Purchaser herein shall always be subject to the terms, conditions, restrictions, stipulations, covenants, rights, entitlements and easements contained in this Indenture.

4.5 In respect of the properties and rights which are not intended to be transferred to the Purchaser as aforesaid and/or which are stated to belong to the Owner, the Vendor shall be entitled to use, utilize, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by him in his absolute discretion, without any reference to the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same.

4.6 The proportionate share of the Purchaser in respect of any matter referred to under this Memorandum shall be such as may be determined by the Vendor and the Purchaser agrees and undertakes to accept the same notwithstanding there being minor variations.

4.7 The Vendor shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Buildings and/or other areas in the Buildings and/or the said Property by putting up hoardings, display signs, neon-signs, lighted displays etc. without being required to pay any charges for the same and neither the Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever. For this purpose the Vendor shall however make payment of the electricity consumed regarding the above on actual.

4.8 Notwithstanding anything to the contrary contained elsewhere in this Memorandum it is expressly agreed that the sale of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow in favour of the Purchaser herein shall always be subject to the terms, conditions, restrictions, stipulations, covenants, rights, entitlements and easements contained in this Indenture.

4.9 The Project and the Buildings to be constructed at the said Property have been named AVHITA and the same shall always be known by the said name. The Purchaser and/or the Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners and/or the Association shall not be entitled to change the said name and its logo under any circumstances whatsoever.

4.10 The Purchaser shall have no connection whatsoever with the other Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners (either express or implied) and the Purchaser shall be responsible to the Vendor for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other Flat/Duplex/Row Bungalow/Exclusive Bungalow Owner.

4.11 It is clarified that the defect liability responsibility of the Vendor shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorized modifications or repairs done by the Purchaser or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (vi) negligent use. Provided that where the manufacturer warranty as shown by the Vendor to the Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the Purchaser, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendor /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 has been made aware and the Purchaser expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature 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 it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

4.12 Imposition of or enhancement in any tax (including Service Tax) duty levy surcharge charge or fee under any statute rule or regulation in respect of the said Property, the Buildings and/or the said Flat/Duplex/Row Bungalow/Exclusive Bungalow or the maintenance thereof or the transfer of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow, the same shall be borne and paid by the Purchaser proportionately or wholly as the case may be, without raising any objection thereto, within 7 days of demand being made by the Vendor and the Vendor shall not be liable for the same.

4.13 The Purchaser shall be responsible for and shall keep the Owner, Maintenance Agency and/or the Association indemnified of from and against all damages claims demands costs charges expenses and proceedings occasioned relating to the said Property or any part of the Buildings or to any person due to any negligence or any act deed thing or omission made done or occasioned by the Purchaser and shall keep the Vendor indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendor as a result of any act, omission or negligence of the Purchaser or the servants agents licensees invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.

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THE FIRST SCHEDULE ABOVE REFERRED TO :

PART - I

TOTAL PROPERTY

ALL THAT Land measuring more or less 3 Acar 96 Decimal under L. R. Khatian No. 975, L.R. Dag No. 491, 492, 511, 512 & 514 under Mouza Kamarpara, J. L. No. 131, P.S. Illambazar, Illambazar Gram Panchayat, Dist. Birbhum, bordered RED in the MAP or PLAN annexed herewith, is butted and bounded as follows:-

ON THE NORTH : L. R. Dag No. 491, 493, 494, 495, 496, 497, 510, 507, 515.
ON THE EAST : 12'-0" WIDE ROAD & L. R. Dag No. 513/1154.
ON THE SOUTH : 100'-0" WIDE ROAD & L. R. Dag No. 489, 490.
ON THE WEST : PANCHAYAT ROAD.

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

THE FIRST SCHEDULE ABOVE REFERRED TO :

PART - II

SAID PROPERTY

A) ALL THAT Land measuring more or less 42 Decimal under L. R. Khatian No. 975, L. R. Dag No. 492 under Mouza Kamarpara, J. L. No. 131, P.S. Illambazar, Illambazar Gram Panchayat, Dist. Birbhum, bordered GREEN in the MAP or PLAN annexed herewith, is butted and bounded as follows :-

ON THE NORTH : L. R. Dag No. 493, 494, 495, 496, 497.
ON THE EAST : L. R. Dag No. 491.
ON THE SOUTH : PANCHAYAT ROAD & L. R. Dag No. 491.
ON THE WEST : PANCHAYAT ROAD.

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

B) ALL THAT Land measuring more or less 217 Decimal under L. R. Khatian No. 975, L.R. Dag No. 511 under Mouza Kamarpara, J. L. No. 131, P.S. Illambazar, Illambazar Gram Panchayat, Dist. Birbhum, bordered GREEN in the MAP or PLAN annexed herewith, is butted and bounded as follows :-

ON THE NORTH : L. R. Dag No. 510, 514.
ON THE EAST : 12'-0" WIDE ROAD & L. R. Dag No. 514, 513/1154.
ON THE SOUTH : 100'-0" WIDE METALLED ROAD & L. R. Dag No. 512.
ON THE WEST : L. R. Dag No. 491.

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

Ctd.p/15

THE FIRST SCHEDULE ABOVE REFERRED TO :

PART - III

BALANCE PROPERTY

A) ALL THAT Land measuring more or less 57 Decimal under L. R. Khatian No. 975, L. R. Dag No. 491 Under Mouza Kamarpara, J. L. No. 131, P.S. Illambazar, Illambazar Gram Panchayat, Dist. Birbhum, bordered YELLOW in the MAP or PLAN annexed herewith, is butted and bounded as follows :-

ON THE NORTH : L. R. Dag No. 491, 492.
ON THE EAST : L. R. Dag No. 511.
ON THE SOUTH : L. R. Dag No. 489, 490.
ON THE WEST : PANCHAYAT ROAD.

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

B) ALL THAT Land measuring more or less 24 Decimal under L. R. Khatian No. 975, L.R. Dag No. 512 Under Mouza Kamarpara, J. L. No. 131, P.S. Illambazar, Illambazar Gram Panchayat, Dist. Birbhum, bordered YELLOW in the MAP or PLAN annexed herewith, is butted and bounded as follows :-

ON THE NORTH : L. R. Dag No. 511.
ON THE EAST : L. R. Dag No. 511.
ON THE SOUTH : 100'-0" WIDE METALLED ROAD.
ON THE WEST : L. R. Dag No. 489.

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

THE FIRST SCHEDULE ABOVE REFERRED TO :

PART - IV

LAND FOR EXCLUSIVE BUNGALOW

ALL THAT Land measuring more or less 56 Decimal under L. R. Khatian No. 975, L.R. Dag No. 514 Under Mouza Kamarpara, J. L. No. 131, P.S. Illambazar, Illambazar Gram Panchayat, Dist. Birbhum, bordered VOILET in the MAP or PLAN annexed herewith, is butted and bounded as follows :-

ON THE NORTH : L. R. Dag No. 510, 507, 515.
ON THE EAST : 12'-0" WIDE ROAD & L. R. Dag No. 513/1154.
ON THE SOUTH : L. R. Dag No. 511.
ON THE WEST : L. R. Dag No. 511.

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

Ctd.p/16

THE SECOND SCHEDULE ABOVE REFERRED TO :

PART- I

SAID FLAT/DUPLEX/ROW BUNGALOW/EXCLUSIVE BUNGALOW

ALL THAT the residential Flat/Duplex/Row Bungalow/Exclusive Bungalow Being No. _____, _____ Floor, Block _____ Block Name _____ bordered ORANGE in the FLOOR PLAN annexed herewith, of the Building having Carpet area of _____ square feet in the Complex named "AVIHITA" constructed at the said Property.

PART- II

EXCLUSIVE PRIVATE LAWN & EXCLUSIVE TERRACE

EXCLUSIVE TERRACE _____ Sq.ft. Carpet Area and/or EXCLUSIVE PRIVATE LAWN _____ Sq.ft. Carpet Area and EXCLUSIVE BALCONY _____ Sq.ft. Carpet Area attached with the said FLAT/DUPLEX/ROW BUNGALOW/ EXCLUSIVE BUNGALOW

THE THIRD SCHEDULE ABOVE REFERRED TO

COMMON PORTIONS

- a) Lobbies, passages, staircases, landings, corridors of the said Building.
- b) Driveways and internal paths and passages in the said Property.
- c) Lift pits, chute and lift machine rooms.
- d) Common drains, sewers, pipes and plumbing equipments.
- e) Water supply from deep tube well/ Panchayat
- f) Common underground water reservoir.
- g) Overhead water tank in the said Building (save with are with individual Row Bungalow).
- h) Wires, switches, plugs and accessories for lighting of common areas.
- i) Master/Disc Antenna for satellite television, cable T.V, together with its accessories if installed or provided (or if any).
- j) Water Pump and motor and water pump room (if any).
- k) Lifts and lift machinery and other equipments
- l) Common toilets
- m) Room for Darwans (if any).
- n) Common electrical wiring, meters, fittings and fixtures for lighting of common areas
- o) Boundary walls and Main Gate/Gates
- p) HT/LT room/space
- q) Electricity meter room/space
- r) Generator room/ space (if any)
- s) Fire fighting equipments in the Buildings (if any)

Note : Land within balance area measuring more or less 33 Decimal bordered BLUE on the MAP or PLAN annexed herewith will be used as common area by the Owners of Flat/Duplex/Row Bungalow/Exclusive Bungalow within the Project without having any Ownership right.

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THE FOURTH SCHEDULE ABOVE REFERRED TO
COMMON EXPENSES AND GENERAL EXPENSES

1. **GENERAL** : All costs and expenses for maintaining, repairing, redecoration and doing all acts, deeds and things which are necessary for maintaining and beautifying the whole complex and the said Buildings. The expenses for maintaining the gutters and water pipes, drains and electric wires for the complex and the said Buildings and used and enjoyed by the Purchaser in common with other Purchasers/occupiers and in common with other occupiers of the whole complex and all expenses for maintaining the said Building, Main Entrance, Landing, Staircases of the Buildings and Boundary walls of the Main Complex and the costs of cleaning and lightening the whole complex as well as the said building and keeping the said, back and front space of the complex and the building.
2. **ASSOCIATION** : All costs and expenses for establishment and incorporation and registration of the Association for the whole complex. Proportionate expenses for the Association will be paid by the Purchaser including the costs of its formation, establishment and registration.
3. **OPERATIONAL** : The expenses for day to day maintenance of the whole complex particular building and such expenses to be incurred by Association will be borne by the Flat/Duplex/Row Bungalow/Exclusive Bungalow holders proportionately including the salary of the staffs of the Association.
4. **RESERVES** : Creation of funds replacement, for renovation and/or other periodic expenses.

THE FIFTH SCHEDULE ABOVE REFERRED TO :
RIGHTS OF OWNER, MAINTENANCE AGENCY & ASSOCIATION

- a) Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Memorandum or otherwise shall be done by the Vendor whose decision shall be final and binding on the Purchaser.
- b) The Maintenance Charges payable by the Purchaser with effect from the Date of Possession shall be fixed by the Maintenance Agency and shall be payable on a monthly basis. In the event of the Purchaser not taking over possession of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow within the time fixed in the notice calling upon him to take possession, the Maintenance Charges shall become payable by the Purchaser with effect from the date of expiry of the such period of such notice provided that until all payments due under this Memorandum are made by the Purchaser no right of whatsoever nature shall or can accrue in favour of the Purchaser in respect of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow.
- c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
- d) The Maintenance Agency/Association shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Flat/Duplex/Row Bungalow/Exclusive Bungalow in case of default in timely payment of the Maintenance Charges, Electricity Charges, Panchayat taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days notice in writing.

Ctd.p/18

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

SIGNED, SEALED AND DELIVERED by the Owner/Promoter at Bolpur in the presence of:

- 1.
- 2.

.....
(Signature of the Owner/Promoter)

- 1.
- 2.

SIGNED, SEALED AND DELIVERED by the PURCHASER at Bolpur in the presence of:

- 1.
- 2.

.....
(Signature of the PURCHASER/S)

Received from the Purchaser the within mentioned sum of Rs..... (Rupees) only paid in favour of JHINUK CONSTRUCTIONS as per memo below:

MEMO OF CONSIDERATION

DATE	CH.NO.	BANK NAME	AMOUNT IN RS.
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RED
 GREEN
 YELLOW
 BLUE
 WHITE

ROAD

ROAD

SAID PROPERTY
 OUT OF
 TOTAL PROPERTY
 PROPOSED YELLOW
 DAG NO. 491 & 492
 AREA 37.24 DECIMAL

SAID PROPERTY
 OUT OF
 TOTAL PROPERTY
 PROPOSED GREEN
 DAG NO. 492
 AREA 41 DECIMAL

L.S. DAG NO. 491, 492, 493, 494
 491, 492, 493

DAG NO. 489

DAG NO. 490



SAID PROPERTY
 OUT OF
 TOTAL PROPERTY
 PROPOSED GREEN
 DAG NO. 511
 AREA 11.7 DECIMAL

DAG NO. 510

LAND FOR EXCLUSIVE
 BUNGALOW
 OUT OF
 TOTAL PROPERTY
 PROPOSED VIOLET
 DAG NO. 514
 AREA 28 DECIMAL

DAG NO. 502

100' WIDE ROAD

DAG NO. 513

ROAD

DAG NO. 513/1154

CLOSED