

SALE DEED

Valued at Rs. 45,00,000/-

THIS INDENTURE OF CONVEYANCE made this day of 2025.

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BETWEEN

Mr. SWAPAN GHOSH, PAN No- AXRPG9760D, S/o Lt. Sambhu Charan Ghosh, by faith- Hindu, by profession- Retired, Resident of Dharapara, Post & Police Station- Chandannagar, Dist. - Hooghly, WB- 712136 & **Smt. LAKSMIRANI BOSE**, PAN No- FXMPB2991F, D/o Lt. Sambhu Charan Ghosh, by faith- Hindu, by profession- House wife, Resident of Dharapara, Post & Police Station- Chandannagar, Dist - Hooghly, WB-712136 and **Smt. ARUNDHATI ROY**, PAN No- APLPR6285E, D/o Lt. Sambhu Charan Ghosh by faith- Hindu, by profession- House wife, Resident of Boroichanditala Road, Laxmiganj Bazar, Jagannath Bati, Post & Police Station- Chandannagar, Dist - Hooghly, WB-712136, hereinafter collectively called and referred to as the one of the LAND OWNERS (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, successors, administrators, representatives and assigns) of the 1ST PART.

AND

Mr. ABHISEK GUPTA, PAN NO.- AUYPG0587G, S/O.- Lt. Utpal Gupta, Subhaspully(West), Chandannagar, Dist.-Hooghly, P.O- Khalisani, P.S. –Bhadreswar, WB, 712138 & **Smt. LILA JAYSWAL**, PAN NO.- AJJPJ8355R, D/O. Lt. NABU LAL JAYSWAL, by faith Hindu and Indian Citizen, by profession business, residing at Mallick Kashim Hat, Hooghly Chinsurah, Dis-Hooghly, P.S. – Chinsurah, WB, 712103, hereinafter called and referred to as the DEVELOPER or the 2ND PART and said Abhisek Gupta & said Lila Jayswal are bounded with their registered Partnership Deed or Memorandum of Understanding which was registered on the dated of 2nd Aug, 2023 register at A.D.S.R. Chandannagar, particularly for this project.

AND

Sri. Shantanu Pal, S/o – Sri. Arup Pal, faith- Hindu, by profession- Service, Resident of Khanpur, P.O.- Khanpur, P.S. – Gurap, Dis – Hooghly, West Bengal, Pin- 712308, PAN No. – CVEPP4927J, Aadhaar No.- 8965 6247 4131, hereinafter called and referred to as the PURCHASER or the THIRD Party (3rd Party) or the party of the Third Party (Which expression unless excluded by any express clause of this Agreement shall include heirs, successors, legal representatives, administrators and assigns) of Other Part.

WHEREAS the property mentioned in the first schedule below originally belonged to Gour Chandra Sur son of Late Ram Chandra Sur, resident of Fatakgora, P.O. & PS Chandannager, Dist - Hooghly

WHEREAS the property mentioned in the Schedule hereunder was previously owned and possessed by Nirada Mani Dasi & Gour Chandra Dasi. From the Said Nirada Mani Dasi & Gour Chandra Dasi the property was purchased by Ram Ranjan Saha by 179 No. Notary Deed on 14/06/1947. And after completing of initial registry with the Page No. of 159, Book No. of 170 on 16/06/1947, the final registry

was done on the same day with the Page No. of 189, Book No. of 44 with Registry No. – 2178. And Ram Ranjan Saha became the owner of the property.

AND WHEREAS the said Ram Ranjan Saha was the sole owner of the property, the Said Naba Gopal Saha was gifted the property by Ram Ranjan Saha, who is the father of Naba Gopal Saha, by Deed of Gift registered at Sub Register Office of Chandannagar on 11/10/1955 with the Registry No.- 444, Volumn No.- 8 and Book No.- 1. And recorded with the Dag No 255, Khatian No – 149 of 0.1079 Acre Land as Bastu with constructed building and others on the name of said Naba Gopal Saha.

AND WHEREAS the said Sambhu Charan Ghosh purchased the said property from the said Naba Gopal Saha by the deed of sale registered on Chandannagar Sub Register Office on Deed No.- 851, Page No.- 158 to 167, Volumn No.- 11 & Book No.- 1 on the date of 26/09/1957. After the death of said Sambhu Charan Ghosh dated on 16/07/1970, said Manaka Gosh, W/O. - Sambhu Charan Ghosh, said Swapan Ghosh, S/O.- Sambhu Charan Ghosh, said Arundhati Roy, D/O.- Sambhu Charan Ghosh & said Laxmirani Bose, D/O.- Sambhu Charan Ghosh was the joint owner of that said property and update L.R. Mutation recorded with each 0.027 Acre Bastu Land with the L.R. Khatian No.- 303/1, 419, 22 & 354 respectively. Leter on from the entire said property, the said Sandhya Rani Saha purchased 1Katha 8Chatak Bastu Land from said Menaka Ghosh, said Swapan Ghosh, said Arundhati Roy & said Laxmirani Bose by the deed of sale registered on ADSR Office Chandannagar on Book No – 1, Page No.- 55 to 62, Volumn No.- 12 & Bahir No.- 641 on the date of 07/08/2000. And the rest of said property of total 0.0829 Acre was jointly owned by said Menaka Gosh, said Swapan Ghosh, said Arundhati Roy & said Laxmirani Bose. After death of Said Menka Ghosh dated on 17/12/2021, said Swapan Ghosh, S/O.- Sambhu Charan Ghosh, said Arundhati Roy, D/O.- Sambhu Charan Ghosh & said Laxmirani Bose, D/O.- Sambhu Charan Ghosh was the joint owner of that said property and update L.R. Mutation recorded with 0.0276, 0.0276 & 0.0277 Acre Bastu Land with the L.R. Khatian No.- 419, 22 & 354 respectively.

WHEREAS the property mentioned in the A Schedule hereunder was previously owned by one Lt. Gour Chandra Sur S/o Lt. Ram Chandra Sur, from Fatakgora, P.S.- Chandannagar, Chandannagar, Dis – Hooghly, whom **Mr. SWAPAN GHOSH**, PAN No- AXRPG9760D, S/o Lt. Sambhu Charan Ghosh, by faith- Hindu, by

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profession- Retired, Resident of Dharapara, Post & Police Station- Chandannagar, Dist. - Hooghly, WB-712136 & **Smt. LAKSMIRANI BOSE**, PAN No- FXMPB2991F, D/o Lt. Sambhu Charan Ghosh, by faith- Hindu, by profession- House wife, Resident of Dharapara, Post & Police Station- Chandannagar, Dist - Hooghly, WB-712136 and **Smt. ARUNDHATI ROY**, PAN No- APLPR6285E, D/o Lt. Sambhu Charan Ghosh by faith- Hindu, by profession- House wife, Resident of Boroichanditala Road, Laxmiganj Bazar, Jagannath Bati, Post & Police Station- Chandannagar, Dist - Hooghly, WB-712136, hereinafter collectively called and referred to as the one of the LAND OWNERS of the 1ST PART. gave complete **Power of Attorney** to **Abhisek Gupta (Only)** through register deed on the Date of 2nd Aug, 2023, register at A.D.S.R. Chandannagar, Deed No – I-0604-0221/2023, Book No. – 1, Volume No – 0604-2023, Page from 58620 to 58667, being No. – 060402721 for the year of 2023.

AND WHEREAS Lila Jayswal has already given the entire Power to Mr Abhisek Gupta through Power of Attorney Deed no. I-060400545/2025, Book no. 1, Volumn no. 0604-2025, Page no. 14434 to 14445.

AND WHEREAS the Second Party already has prepared a Building Plan and submitted it for sanction before the authority of Chandernagore Municipal Corporation and got the same sanctioned. The Second Party according to the aforesaid Agreement for Development yet to start the construction of the Multi-storeyed building and after inspecting the Building Plan and after being satisfied with the documents of the Property the Purchaser Third Party or the Party approached the Second party to purchase one Flat with 2 Nos. - Bed Room, 2 Nos – Bathroom, 1 No – Kitchen, 1 No - Dinning & Drawing, 1 No Balcony (As per approved plan) in the 3rd floor (G+3rd Floor) on East-South-West Direction of the Proposed Multi-storeyed building measuring about 830 square feet (minimum Super built up) residential flat on Third Floor (G+3) at a total price of Rs. **23,00,000/- (Rupees Twenty Three Lakhs only)** and the Second Party has agreed to sell the Residential Flat of the proposed Multi-storied building the details of which has been mentioned in the C Schedule hereunder with 2 Wheeler shaded and common Parking space.

AND WHEREAS the land owner/Vendor is the absolute owner of the property men-tioned in the first schedule below and no one except the land owner/vendor has any right, title, interest over the first schedule mentioned property.

AND WHEREAS for the purpose of developing the property mentioned in the First schedule below by making Construction of Multistoried building/Flat/shop rooms/Garage/ Car Parking Space etc. the land owner/Vendor herein permitted the present developer heren by way of development agreement along with Power Of Attorney dated 02.08.2023 to construct the multistoried building/flats /shop/rooms/Garage/Car Parking Space etc. and to sell the same to the intending purchaser/ purchasers on ownership basis and the developer has also permitted to enter into an agreement for sale and also to execute and register the sale deeds with the intending purchaser/ purchasers in respect of his allocated

portions and to receive the earnest money and consideration money from them. The said development agreement along with Power of Attorney was registered between the Land Owner/ Vendor and the developer on 18:09 2021 at ADSR office Chandannagar Hooghly as Book No. 1, Volume No 060-2023 Pages 58620 to 58667, being No 060402721 for the year 2023.

AND WHEREAS a building plan already sanctioned by the Chandannagar Municipal Corporation for the said construction vide Building plan permit No SWS-OBPAS/1806/2024/0487 dated 14/08/2024 and by virtue of said plan the developer started the construction works of multistoried building Which commonly known as "ADDI'S SOCIETY" Apartment, Dharapara Lane, Holding no. 689, in word no 07, under Chandannagar Municipal Corporation more fully described in the second schedule below

AND WHEREAS the purchaser has inspected the all title deeds and documents of the Land Owner and also the development agreement along with Power of Attorney and sanctioned plan of the corporation and satisfied the ownership of the Land Owner/Vendor and also right to construction works of Developer

AND WHEREAS an agreement was executed between the Land owner/vendor/developer and the purchaser for the sell of third schedule mentioned flat being flat No. 4C, at Third Floor, measuring carpet area 480 Sq.ft. (Covered area 535 Sq.ft.) of " ADDI'S SOCIETY " Apartment, Dharapara Lane Holding no. 689, in ward no 7, under Chandannagar Municipal Corporation.

AND WHEREAS in pursuance of said agreement for sale, the Land owner/Vendor/developer have agreed to sell in respect of developers allocation and the purchaser has agreed to purchase, the residential flat being flat being flat No '4C', at Second Floor, measuring carpet area 480 Sq.ft. (Covered area 535 Sq.ft.) of "ADDI 'S SOCIETY" Apartment, at Dharapara lane, Holding no. 689, in ward no 7, under Chandannagar Municipal Corporation within Mouza Chandannagar, Sheet No. 7, JL. No. 1, R.S. Khatian No. 149 and R.S. Dag No. 255 corresponding to L.R. Khatian No. 419, 354 & 22 and L.R. Dag No. 373, PS- Chandannagar, Dist.-Hooghly with sole exclusive, transferable and irrevocable right to use the same together with undivided proportionate share or interest in the land and common areas and facilities and passages and common services where applicable as existing in the building as described in the third schedule hereunder as also shown in the map or plan enclosed hereto which is to be treated as a part and parcel of this deed hereinafter referred to as the said property at a consideration of Rs. 23,00,000/- (Rupees Twenty Three Lakh) only.

AND WHEREAS according to the aforesaid price of the land proportionate to the area of the flat mentioned in the third schedule below with the cost of Construction of the flat comes to Rs. 23,00,000/- (Rupees Twenty Three Lakh) only and the purchaser has already paid the said consideration money to the developer as per memo of consideration below, which the Land owner/ Vendor/ developer hereby admit and acknowledge, such receipts being issued on behalf of the developer to the purchaser.

AND WHEREAS the Land owner/Vendor/ developer have received the entire consideration money for the land proportionate to the area of flat mentioned in the third schedule below together with the cost of construction of the flat which the Land owner/Vendor hereby admit and acknowledge.

NOW THIS INDENTURE WITNESSETH

That in consideration of the aforesaid payment of the entire consideration money of Rs. 23,00,000/- (Rupees Twenty Three Lakh) only receipt of which the Land owner/ Vendor! developer hereby acknowledge and of and from the same and every part thereof doth hereby acquit release and forever discharge the Purchaser and the said property being the undivided proportionate share in the land described in the first schedule in respect of and calculated on the basis of the area of the flat described in the third schedule below being flat being flat No '4C', at Third Floor, measuring carpet area 480 Sq.ft. (Covered area 535 Sq.ft.) of " ADDI 'S SOCIETY " Apartment Dharapara Lane, Holding no. 689, in ward no. 7, under Chandannagar Municipal Corporation the Land owner/Vendor/developer doth hereby, grant, convey, transfer, assign and assure unto the Purchaser free from all encumbrances, charges, liens, trust, annuities, lispensens, attachments, debottor and wakf charges, for maintenance and residence and servients or easements with ALL THAT the undivided proportionate share of land as aforesaid in the piece and parcel of land hereditament, measuage morefully described in the first schedule and in particular the undivided proportionate share in the land underneath in respect of the Apartment or flat descibed in the Third Schedule hereinafter referred to as "the said property or howsoever otherwise the said property now are or is or heretofore were or was situated butted, bounded, called known, numbered, described and distinguished TO-GETHER WITH all rights, lights, liberties, privileges, easements, appendages, appurte nances, ways, paths, passages, sewers, drains, water, water courses, and the benefit and advantages to ancient and other right whatsoever to the said property or any part thereof, now are or heretobefore were held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto and also ali compounds, drains, ways, paths, passages, fences and other rights and liberties whatsoever to the said property belonging or in any wise appertaining thereto AND the reversion or reversions, remainder or remainders, rents, issues and profits thereof and of every part thereof and all the estate, right, title, interest, property, claims and demands whatsoever, both at law and in equity of the Land owner/ Vendor/ developer into and upon the same or any part thereof

TO HAVE AND TO HOLD THE SAID PROPERTY HEREBY GRANTED conveyed and transferred or expressed or intended so to be and every part thereof unte and to the useof the Purchaser absolutely and forever to be held as heritable and transferable immoy able property within the meaning of any law for the time being in force subject to the provi sions of the West Bengal Apartment Ownership Act, 1972 and its

subsequent amendments and all the rules and regulations and agreement lawfully made and entered into pursuant to the provisions of the aforesaid Act and also subject to the payment of all rents, taxes, assessment etc. now chargeable upon the same or which may hereafter become payable in respect thereof to the Govt. of West Bengal, Municipal Corporation authority and the Land owner/Vendor/developer doth hereby covenant with the Purchaser that notwithstanding any acts, deeds or things by the Land owner/ Vendor/developer made done or executed or knowingly suffered to the contrary the Land owner/Vendor/developer now have good right and full power and absolute authority and indefeasible title to transfer the said property hereby sold and conveyed or expressed or intended so to be with the appurtenances unto the Purchaser in manner aforesaid AND that the Purchaser shall and may at all times hereinafter peaceably and quietly possess and enjoy the said property and every part thereof with full power to transfer the same and receive the rents, issues and profits thereof without any lawful eviction interruption, claim or demand whatsoever from or by the Land owner/ Vendor /developer or any person or persons lawfully or equitably claiming from under or in trust for them free and clear and freely and clearly absolutely acquitted exonerated and released or otherwise by and at the cost and expenses of the Land owner /Vendor/ developer well and sufficiently saved, indemnified and kept harmless from and against all manner of claims, charges liens, debts, attachments, encumbrances, annuities, debottor, wakf, charges or maintenance and residence whatsoever made or suffered or created by the Land owner

Vendor/developer or their predecessors-in-interest or any person lawfully or equitably claiming

any estate or interest in the said property or any part thereof from under or in trust for them and the Land owner/Vendor/ developer will from time to time and at all times hereinafter at the request and cost of the Purchaser do and execute and cause to be done and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required

AND it is further agreed and declared between the parties as follows:-

a) The Purchaser shall abide by the bye-laws and shall bear and pay her proportionate share of the common part of the common expenses required to be paid as her share of expenses as required by the other Apartment owners as per fifth schedule hereunder written

b) The Purchaser shall use the said flat for residential purpose only and for no other purposes. The Purchaser shall not do any work which would Jeopardise the safety of the property and reduce the value thereof or impair any easement nor shall the Purchaser add any material structure without, in every such case, the unanimous consent of all the other flat/ garage/shop owners in the building including the land owner/developer being first obtained till the society is formed.

The Purchaser shall be liable to pay the proportionate share of Corporation tax, Govt. revenue (Khajna) and also of the common expenses for the maintenance of the common areas and facilities fully described in the fourth and fifth Schedule hereto and such payment would be made by the Purchaser to the developer till the society be not formed by all the flat owners and other occupiers

e) The Purchaser along with other co-owners of the flat/garage/shop rooms shall form an Association/ Society for the common purposes including taking over all obligation with regard to management and maintenance fully described in the sixth schedule hereunder written. The Purchaser shall not do any act or acts specifically described in the seventh schedule hereunder.

AND THE Land owner Vendor/developer have handed over the copies of the documents and hereby covenant with the Purchaser that the Land owner/Vendor/developer will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request by the Purchaser and at the costs of the Purchaser produce or cause to be produced to the Purchaser or her Advocate or agent or at any trial commission, examination or otherwise as occasion shall require all or any of the title deeds for the purpose of showing their right, title to the said land and premises described in first and second schedule respectively hereunder written and also at the like request and costs, de-liver or cause to be delivered unto the Purchaser such attested or other copies or extracts of and from the said deeds and writings or any or them as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe un obliterated and un cancelled AND IT IS HEREBY declared and agreed that in case the said deeds and writings herein before covenanted by the Land owner/Vendor/developer to produced or any of them shall at any time hereafter be delivered by the Land owner/Vendor/developer to any other person or persons they shall thereupon enter into with and deliver to the person or persons for the time being, entitled to the benefit of the covenant for production hereinbefore contained and without expenses to them, a covenant for the production and furnishing copies of the said deeds and writings which shall have been so delivered up similar to the covenant hereinbefore contained then and in such case the said last mentioned covenant shall forthwith be null and void so far as regards the deeds and writings to which the said substituted covenant shall related. Be it noted here that the Purchaser has fully satisfied herself with the good and marketable title of the Land owner/ Vendor in respect of the first scheduled property upon receipt of the photo copies of all the title deeds and documents. Be it further mentioned that by virtue of this deed of transfer of the flat the Purchaser have become entitled to the proportionate share of the land and the apartment ownership together with the vertical support of the beams and pillars easements rights over the common passage in the ground floor for egress and ingress the common areas and facilities of the building for natural use and occupation AND that the Purchaser is fully satisfied with the construction works as well as the plaster of the inner walls and ceiling and floor and other decorations of the flat AND the Purchaser further covenant with the Land owner/Vendor/developer that she will not at any time

demolish any part of the said flat and also she will not do any act deed or thing which might be objected by the Land owner/Vendor/developer as well as other co-owners of the building AND the Purchaser further covenant with the Land owner/Vendor/developer that the Land owner/Vendor/developer shall have absolute right title, interest over the top roof of flat building and the Land owner/Vendor/developer shall have full authority to raise construction thereupon, on which the Purchaser shall not raise any objection for the same.

The purchaser shall have liberty to mutate and record her name in respect of third schedule mentioned flat along with proportionate share of land on which the land owner/vendor and the developer shall have no objection rather consent for the same.

The Land owner/Vendor/developer have further agreed to provide installation of meter Box to the Purchaser's flat from the main meter at her (Purchaser's) own costs and expenses and to pay the electric consumption charges as and when payable including the maintenance thereof which will be borne by the Purchaser. The Map appended with this deed will be treated as a part and parcel of this deed.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE LAND)

ALL THAT piece and parcel of Bastu land measuring about 0.0829 Acre situated at Dharapara Lane, Dharapara, P.O. & P.S. - Chandannagar, Holding No. 689 (new), under Ward No. 7, Mouza and P.S.- Chandernagore, J.L. No. 1, Sheet No. 7, R.S. Khatian No. 149 and R.S. Dag No. 255 corresponding to L.R. Khatian No. 419, 354 & 22 and L.R. Dag No. 373 in the District Hooghly.

The said property is butted and bounded by:-

ON THE SOUTH : Property of Dag No.- 370.

ON THE NORTH : Municipal Road

ON THE EAST : Property of Chandan Das, Dag No.- 372 & 371.

ON THE WEST : Property of Dag No.-374.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE BUILDING)

The G+3 building constructed on the first schedule mentioned property which commonly to be known as "ADDI'S SOCIETY" Apartment, Dharapara Lane, Dharapara Holding No. 689 (new), in ward no. 7, under

Chandannagar Municipal Corporation according to plan sanctioned by the Chandannagar Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO THE FLAT HEREBY TRANSFERRED

ALL THAT the one residential Flat being Flat No 4C, at Third Floor, measuring carpet area 480 Sq.ft. (Covered area 535 Sq.ft.) consisting of 2 Bed Rooms, 2 Bath Rooms, One Kitchen, One Drawing Room, One Dining Room, One Balcony etc. of building referred to the second schedule above and situated on the land referred in the first schedule above together with the undivided proportionate share of land and common areas and facilities attached to the said building and all easement rights thereon. The flat hereby sold is delineated by "RED" border in the Map or Plan annexed herewith and the annexed Map will be treated as part and parcel of this deed Tiles floor.

The said Flat is butted and bounded by:-

North - Flat No - 4B & Common Passage, Stair & Lift Space.

South - Open to Sky.

East - Open to Sky, Flat No - 4B & Lift Space.

West - Open to Sky.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON AREA AND FACILITIES ATTACHED TO THE CONVEYED FLAT)**

- 1) Foundation, beams vertical and lateral supports main walls, common walls, boundary walls, main entrance/gate of the said building and the lift.
- 2) Main gate of the said premises
- 3) Installation common services viz. electricity water, pipes and sewerage rain water pipes
- 4) water pump with motor and pump room
- 5) Reservoir on the roof and underground
- 6) 24 hours water supply from overhead tank to the respective flats.
- 7) Common staircase, landings, lobbies etc.

8) Lighting in the common space, passages, staircase including fixtures and fittings

9) common meter Box

10) Open space surrounding the said building.

12) All other parts of the said building the necessary for its existences, maintenances and safety for normally in common use of the owners of the respective flats

13) Lift and lift room

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

a) All expenses for maintenance, operating, replacing, repairing, renovating, painting of the common portions and the common areas in the building including the outer walls of the buildings.

b) All expenses for running and operating all machinery equipment and installatione comprised in the common portions including water pumps, lift and electrical instalia tions and the costs of repairing, renovating and replacing the same

c) Salaries and other emoluments and benefits of and all other expenses of the persons employed or to be employed for the common purposes such as caretaker, sweepers, plumbers, electricians and other maintenance staff, if any.

d) Cost of insurance premium for insuring the building and/or the common portions

e) All charges and deposits for supplies of common utilities for the co-owners in com mon

f) Corporation tax, water tax, Govt. Revenue (Khajna) and other levies in respect of the common portions/common premises and the building (save and except those are separately assessed in respect of any unit of the purchaser.)

g) Costs of formation and operation of the service organisation/Association including the office expenses.

h) Electricity charges for the operating of the equipment and installations for the common service and lighting the common portions including the lift.

i) All legal expenses incurred for the common purpose relating to common use and enjoyment of the common portions

j) All other expenses and/or outgoing as would be incurred by Vendors and/or by the society/service organization or Association for the common purpose

THE SIXTH SCHEDULE ABOVE REFERRED TO
(MANAGEMENT AND MAINTENANCE)

a) The Purchaser and co-owners of the flats / occupiers shall form an Association/Society for the common purpose including taking over all obligation with regard to management, control and operation of all the common portions of the building under West Bengal Apartment Ownership Act, 1972

Upon fulfilling the obligation and covenants hereunder and upon its formation the Association shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and or expedient for the common purpose and the purchaser shall co-operate with the Vendor/Developer till the Association or society is formed. The Association/Society may frame rules, regulations and by-laws from time to time for maintaining quiet and peaceful enjoyment of the said building

b) Upon formation of the Association/Society the Vendor/ Developer shall transfer all its rights and obligations as also the residue then remaining of the deposits made by the purchaser or otherwise after adjusting all amounts then remaining due and payable by the purchaser and the amounts so transferred henceforth be so held by the Association/Society under the account of purchasers for the purpose of such deposits.

c) The Association/Society upon its formation and co-owners shall however, remain liable to indemnify keep indemnify the Vendor/Developer for all liabilities due to non fulfilment of their respective obligations by the co-owners and/or the Association/Society .

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(PURCHASER SHALL NOT DO THE FOLLOWING)

a) To obstruct the Vendor / Developer or the Association/Society in their acts relating to the common purpose.

- b) To injure, harm or damage the common portions or any other unit in the building by making any alteration of withdrawing any support or otherwise.
- c) To alter any portion, elevation or colour scheme of the building
- d) To throw or to accumulate or cause to be thrown or accumulation of any dust, ashes, rubbish or other refuse articles in the common portions save and except at the place indicated thereof
- e) To carry on or to be carried on any obnoxious, injurious dangerous, illegal or immoral activity in or through the unit or in the common portions.
- f) To do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the said building and/or adjoining building or buildings.
- g) To keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the units.
- h) To affix or draw any wires, cables, pipes from and to or through any common portion or outside walls of the building or other units.
- i) To keep any heavy articles of things which are likely to damage the floor or operate any machine other than usual home appliances.
- j) To make any such structural additions or alterations in the said unit or any part thereof which would affect the structural stability of the said building.
- k) To obstruct the Vendor/developer and their surveyor, workmen, and/or agent with or without materials at all reasonable time to enter upon the said unit for the purpose of construction of the top floor in future and completion of the building and for the common purposes.
- l) To do any acts or deeds which are forbidden by the rules and/or regulations framed from time to time by the Association/Service Organisation for the common purpose and for quite peaceful and beneficial enjoyment of the building
- m) To obstruct any common passage, common space and common stair case/landing by keeping the cycle, scooter etc.

IN WITNESS WHERE OF the Land Owner/Vendor/ developer and the purchaser have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

WITNESSES

as consulted attorney of

Sailesh Kumar Sur

1.

SIGNATURE OF THE LAND OWNER

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

MEMO OF CONSIDERATION

1.

2.

3.

4.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

WITNESSES

SIGNATURE OF THE DEVELOPER

1.

2.

DRAFTED BY ME

Advocate

Enrolment No.

District Judges Court, Hooghly

Typed by me