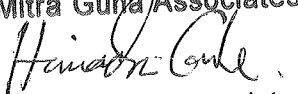


DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this _____ day of _____, _____;

B E T W E E N

1) SASWATI MUKHERJEE wife of **Late Tapash Mukherjee** (having Pan No.**AANPM9025G**, Aadhar No.**8401 1718 4048** ,Mobile No. **9830041986**) residing at Kolkata, 11/11A,Eastend Garden, Block -P, Flat No.1A,May Fair Road, Ballygunge, Kolkata 700019,in the State of West Bengal represented by her constituted attorney **HIMADRI GUHA (PAN : AGEPG9058Q; Aadhaar No. 8426 0239 5988)**, son of Late Debabrata Guha, residing at 220 Prince Anwar Shah Road, Under Post Office Lake, Police station Lake., Pin code 700045 ,in the District South 24 Parganas duly appointed by Development Agreement and General Power of Attorney dated 31/7/2024 , registered at the office of District Su Registrar III Alipore,South 24 Parganas recorded in Book No.I, Volume No. 1603-2024,Pages from 333490 to 333545 as Deed No. 160312772 for the Year 2024.**2) PRERONA MUKHERJEE** daughter of Late Tapash Mukherjee ,(having Pan No. **AKDPM4264H** and **Passport No. S9891714**), wife of Subho Sanjoy Chatterjee, presently residing at 111 Chestnut Street, Unit 403,CA 94111,San Francisco ,United States ,having residential address in Kolkata 11/11A,Eastend Garden, Block -P, Flat No.1A,May Fair Road, Ballygunge, Kolkata 700019,in the State of West Bengal , represented by her constituted attorney namely Himadri Guha residing at 220 Prince Anwar Shah Road, Under Post Office Lake, Police station

For Mitra Guha Associates

Proprietor

Lake., Pin code 700045 ,in the District South 24 Parganas duly appointed by General Power of Attorney executed and authenticate by the Notary Publicand after arrival of the said Document the same was duly stamped by the Collector of Calcutta on

3) PROCHETA MUKHERJEE OLSON daughter of Late Tapash Mukherjee ,(having Pan No.**BRXPM2285G,Passport No.579525310**) wife of Dane Olson, presently residing at 6 Amherst Road, Loverett, MA 01054,USA, having residential address in Kolkata 11/11A,Eastend Garden, Block -P, Flat No.1A,May Fair Road, Ballygunge, Kolkata 700019,in the State of West Bengal, represented by her constituted attorney namely Himadri Guha residing at 220 Prince Anwar Shah Road, Under Post Office Lake, Police station Lake., Pin code 700045 ,in the District South 24 Parganas , duly appointed by General Power of Attorney executed and authenticate by the Notary Publicand after arrival of the said Document the same was duly stamped by the Collector of Calcutta on“the **LAND OWNERS** ” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**

AND

_____, son of /DAUGHTER OF _____,
Aged about _____ Years, by profession - _____, residing at _____,
By faith - _____,
hereinafter called the **PURCHSER/S** (which term expression shall

For Mitra Guha Associates
Himadri Guha
Proprietor

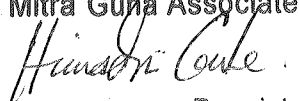
unless repugnant or contrary to the context include his heirs executors administrators legal representative) of the **SECOND PART**.

AND

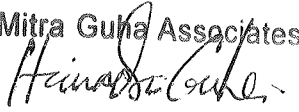
MITRA GUHA ASSOCIATES, a proprietorship Firm, , represented by its Proprietor **SRI HIMADRI GUHA (PAN : AGEPG9058Q; Aadhaar No. 8426 0239 5988)**, son of Late Debabrata Guha having having pemanent Enlistment No. CE048744009933 (Formerly enlistment number 000104006594 dated 6th December 2015) having registered business address at 220, Pronic Anwar Shah Road, Kolkata - 700 045 and principal place of business at 7B, Kiran Sankar Roy Road, 5th Floor, Post Office Hare Street and Police Station Hare Street, Kolkata 700001, hereinafter called and referred to as the **DEVELOPER/CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, legal representatives and assigns) of the **THIRD PART**

WHEREAS:

1. The terms used in this indenture unless they be contrary or repugnant to the subject or context shall mean and include the following :-

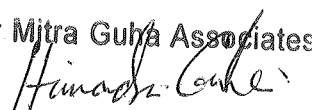
For Mitra Guha Associates

Proprietor

- i) **ASSOCIATION** - shall mean a Limited Company or Society or Syndicate or Association to be promoted and formed by the developer and/or the co-owners for the common purpose.
- ii) **COMMON PORTIONS** shall mean all the common areas, driveways facilities, amenities, erections constructions and installation comprising the premises and/or the new building more fully mentioned in the Third Schedule hereto and expressed or intended by the developer, for common use and enjoyment by the co-owners.
- iii) **COMMON EXPENSES** - shall include all expenses to be incurred by the co-owners for the maintenance management and upkeep of the building mentioned in the Fourth schedule hereunder.
- iv) **COMMON PURPOSES** - shall mean the purposes of managing and maintaining the building and the premises, particularly the common portions, collection and disbursement of the common expenses and dealing with matters of common interest of the co-owners relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective unit/flats, exclusively and the common portions in common.
- v) **CO-OWNERS** - shall according to its context, mean all the persons who acquire or agree or own unit/flats in the building,

For Mitra Guha Associates

Proprietor

including the vendors and the developer for those unit/flats not alienated or agreed to be alienated.

- viii) **MUNICIPALITY**- shall mean the Rajpur sonarpur Municipality and shall also include the Kolkata Metropolitan Development Authority, Kolkata Improvement Trust IF ANY POINT OF TIME THE AREA COMES WITHIN THE PURVIEW OF KMC), and other concerned authorities, which have sanctioned the plans and notified the construction of the building and/or are otherwise concerned with imposition of rates and taxes.
- vii) **CARPET AREA** - shall according to its context, mean the plinth area of the said unit/flat or all the unit/flats is the new building including the bathrooms and balconies and the thickness of the boundary walls and pillars and also including a proportionate share of the covered area of the common portions **PROVIDED THAT** if any wall be common between 2 (two) unit/flats then V-2(one half) of the area under such wall, shall be included in each such unit/flat.
- viii) **DEVELOPER** - shall include above named and include its successor or successors in interest and/or assigns.
- ix) **DEVELOPMENT AGREEMENT** – dated 31ST July 2024 between the predecessor and vendors and vendor and the developer confirming party in connection with the development of the **Land measuring 63.69 Decimal** equivalent to **38 Kottah 8 chittak and 23 Sqft**

For Mjtra Guha Associates

 Proprietor

more or less comprised in Rs Dag Nos 2171 and 2170 corresponding to LR Dag Nos. 2272, 2273 of RS Khatian Nos.1288,365, 364 & 1393 corresponding to LR Khatian Nos 5998,1674,1046 at Mouza Kusumba, J.L No. 50,Revenue Survey No. 138,Touzi No. 249, Holding being No 2459 ,Street name Teghari under ward No 8, having property address 2459 Kusumba under Rajpur Sonarpur Municipality, under Police Station Sonarpur, Post Office Sonarpur ,Pin code700150,AdsroSonarpur in the District south 24 Parganas.

The Following land is butted and bounded as follows:

By On The North: R.S Dag No.2121.

By On The East: Mouza Teghari.

By On The West: Municipal Road.

By On The South: R.S Dag No.2170(P), R.S Dag No 2171(P)

And R.S Dag No. 2172

- x) **LAND** - shall mean the land contained in the premises more fully described in the First Schedule on which the new building is constructed hereto.
- xi) **BUILDING** - shall mean the building as has been completed by the developer on the premises.
- xii) **PLANS** - shall mean the plans, drawings and specifications of the new building prepared by the Architect and the plan has been sanctioned by Rajpur Sonarpur Municipality **PROVIDED**


For Mitra Guha Associates

Himadri Chakraborty

Proprietor

THAT it shall also include all alterations/modifications therein form time, made with the approval of the Architect and/or the Corporation.

- xiii) **PREMISES** - shall mean the premises described in the first schedule thereto and shall also include the new building constructed thereto wherever the context so permits.
- xiv) **PROPORTIONATE OR PROPORTIONATELY** - shall mean the proportion which the covered area of any unit/flat be to the covered area of all the unit/flats in the new building **PROVIDED THAT** where it refers to share of any rates and/or taxes amongs, the common expenses, then, such share of the whole, share be determined on the basis on which such rates and/or taxes are being respectively levied i.e. in cause the basis of any levy be area, rental income or user then the same shall be shared on the basis of area, rental income or user of the respective unit/flats by the co-owners, respectively.
- xv) **PURCHASERS** - shall mean and include above named their heirs, executors, administrators, legal representatives and/or assigns.
- xvi) **SAID SHARE AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO** shall mean and include the undivided Impartibly proportionate share appurtenant to the said unit/flat and parking space **TOGETHER WITH** the

For Mitra-Guha Associates

Proprietor

proportionate benefit and/or share of the plans relating to the said unit/flat and common portions **AND TOGETHER WITH** the right to own, use and enjoy, wholly the said unit/flat and proportionately, the common portions.


xvii) **SAID UNIT/FLAT** shall mean the unit/flat described in the Part II of the second schedule hereto and delineated in the Map or Plan annexed hereto and is bordered "Red" thereon.

xviii) **UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE** shall mean the undivided share in the land contained in the Premises described in the first schedule hereto, appurtenant to the said unit/flat and inter alia agreed to be sold to the purchaser under the agreement for sale which shall always be impartible and shall be proportionate to the covered area of the said unit/flat and shall also include such shares appurtenant to all other unit/flat comprising in the building wherever the context permits.

xix) **UNIT/FLATS** - shall mean the spaces construction in the building intended and/or capable of being exclusively owned, held and/or occupied by a co-owner.

xx) **OWNERS/VENDORS** - shall mean the vendors above named

1) **SASWATI MUKHERJEE wife of Late Tapash Mukherjee**(having Pan No.**AANPM9025G**,Aadhar No.**8401 1718 4048** ,Mobile No. **9830041986**)

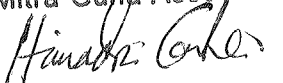
For Mitra Guha Associates

 Proprietor

residing at Kolkata, 11/11A, Eastend Garden, Block -P, Flat No.1A, May Fair Road, Ballygunge, Kolkata 700019, in the State of West Bengal .

2) PRERONA MUKHERJEE daughter of Late Tapash Mukherjee ,(having Pan No. **AKDPM4264H** and **Passport No. S9891714**), wife of Subho Sanjoy Chatterjee, presently residing at 111 Chestnut Street, Unit 403, CA 94111, San Francisco , United States , having residential address in Kolkata 11/11A, Eastend Garden, Block -P, Flat No.1A, May Fair Road, Ballygunge, Kolkata 700019, in the State of West Bengal , represented by her Mother Saswati Mukherjee as constituted attorney duly appointed by General Power of Attorney executed and authenticate by the Notary Public California on 6/7/2024 and after arrival of the said Document the same was duly stamped by the Collector of Calcutta on 29 th July 2024.

3) PROCHETA MUKHERJEE OLSON daughter of Late Tapash Mukherjee ,(having Pan No. **BRXPM2285G**, **Passport No. 579525310**) wife of Dane Olson, presently residing at 6 Amherst Road, Loverett, MA 01054, USA, having residential address in Kolkata 11/11A, Eastend Garden, Block -P, Flat No.1A, May Fair Road, Ballygunge, Kolkata 700019, in the State of West Bengal, represented by her Mother Saswati Mukherjee as constituted attorney duly appointed by General Power of Attorney executed and authenticate by the Notary Public Massachusetts on 5/6/2024 and after arrival of the said Document the same was duly stamped by the Collector of Calcutta on 29 th July 2024,

xxi) **SINGULAR** shall include the plural and vice-versa.

For Mitra Guha Associates

 Proprietor

xxii) **MASCULINE** shall mean feminine and vice-versa.

xxiii) The name of the building shall be "**TAPASH GREEN**".

WHEREAS :-

The Land owners are the absolute and lawful owners of All that Commercial Bastu plot of Land measuring **Land measuring 63.69 Decimal** equivalent to **38 Kottah 8 chittak and 23 Sqft** more or less comprised in Rs Dag Nos 2171 and 2170 corresponding to LR Dag Nos. 2272, 2273 of RS Khatian Nos.1288,365, 364 & 1393 corresponding to LR Khatian Nos 5998,1674,1046 at Mouza Kusumba, J.L No. 50,Revenue Survey No. 138,Touzi No. 249, Holding being No 2459 ,Street name Teghari under ward No 8, having property address 2459 Kusumba under Rajpur Sonarpur Municipality, under Police Station Sonarpur, Post Office Sonarpur ,Pin code700150,AdsroSonarpur in the District south 24 Parganas.

The Following land is butted and bounded as follows:

By On The North: R.S Dag No.2121.

By On The East: Mouza Teghari.

By On The West: Municipal Road.

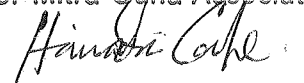
By On The South: R.S Dag No.2170(P), R.S Dag No 2171(P)

And R.S Dag No. 2172

WHEREAS

By a Bengali Kobala dated 31/5/1996, registered at the office of Additional District sub Registrar of Sonarpur recorded in Book No. I, Volume No. 53 pages 305 to 312 as Deed No. 3517 for the year 1996 one Hanefa Bibi sold, transferred and conveyed to **Tapash Mukherjee And Saswati Mukherjee**

For Mitra Guha Associates




Proprietor

wife of Tapash Mukherjee all that plot of Sali land measuring **12 Kottah 5 Chittak 20 Sqft** more or less with dilapidated sheds thereon comprised in Dag No . 2171 of Khatian Numbers 364 & 1393 at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 259, under Rajpur Sonarpur Municipality, within Police station Sonaupur , Post Office Sonarpur , Pin code 700150, in the District South 24 Parganas.

AND WHEREAS


By a Bengali Kobala dated 19/8/1996 registered at the office of Additional District Sub Registrar of Sonarpur recorded in Boo No. I, Volume No. 91 pages 20 to 27 as Deed No. 5911 for the year 1996 one Topojit Bhattacharjee sold, transferred and conveyed to **Tapash Mukherjee And Saswati Mukherjee wife of Tapash Mukherjee** all that plot of Sali land measuring **in total 8 Kottah 14 Chittak 37 Sqft** more or less with dilapidated sheds thereon out of which Sali land measuring **2 Kottah 14 Chittak 7 Sqft** more or less comprised in Dag No . 2170 of Khatian Number 1288 at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 249, AND Sali land measuring **6 Kottah 30 Sqft more or less** comprised in Dag No . 2171 of Khatian Number 365 at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 249, under Rajpur Sonarpur Municipality, within Police station Sonarpore, Post Office Sonarpur, Pin code 700150, in the District South 24 Parganas.

For Mitra Guha Associates

 Proprietor

3. AND WHEREAS By a Bengali Kobala dated 25/3/1998 registered at the office of Additional District Sub Registrar of Sonarpur recorded in Book No. I, Volume No. 38 pages 28 to 35 as Deed No. 2988 for the year 1998, one Rajib Sarkar sold, transferred and conveyed to **Tapash Mukherjee** all that plot of Sali land in total measuring **7 Kottah** more or less with dilapidated sheds thereon out of which Sali land measuring **4 Kottah 10 chittak** more or less comprised in Dag No . 2171 of Khatian Number 365 at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 259, AND Sali land measuring **2 Kottah 6 Chittak** more or less comprised in Dag No . 2170 of Khatian Number 1288 at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 249, under Rajpur Sonarpur Municipality, within Police station Sonarpur, Post Office Sonarpur. Pin code 700150, in the District South 24 Parganas.

AND WHEREAS

4. By a Bengali Kobala dated 25/3/1998 registered at the office of Additional District Sub Registrar of Sonarpur recorded in Boo No. I, Volume No. 38 pages 36 to 42 as Deed No. 2184 for the year 1998 one Rajib Sarkar sold, transferred and conveyed to **Prarona Mukherjee** daughter of **Tapash Mukherjee** all that plot of Sali land in total measuring **10 Kottah 4Chittak 11Sqft** more or less with dilapidated sheds thereon out of which Sali land measuring **4 Kottah 10 chittak** more or less comprised in Dag No . 2171 of Khatian Number 365 at

For Mitra Guha Associates

 Proprietor

Mouza Kusumba, J.L No. 50, Revenue Survey No.138, Touzi No. 259, under Rajpur Sonarpur Municipality within Police station Sonarpur, Post Office Sonarpur, Pin code 700150, in the District South 24 Parganas.

5. After such purchase said Tapash Mukherjee, Saswati Mukherjee and Prerona Mukherjee were enjoying their respective plot of land jointly and severally.

6. Said Tapash Mukherjee by virtue of the aforesaid Deed No. 2988 for the year 1998 partly became the absolute owner and by virtue of other two Deeds mentioned above partly became the owner of undivided $\frac{1}{2}$ share in the following Lands:-----

S L N o	Area of Land	Natu re of Land	Compr is ed in Dag No.	Under Kh ati an No.	At Mouza ,J.L.	Nature of ownersh ip
1.	12Kotta h 5 Chittak 20 Sqft more or less	Sali.	2171	364 & 1393	Mouza Kusumba, J.L No. 50,Revenu e Survey No. 138,Touzi	$\frac{1}{2}$ share holder

For Mitra Guha Associates

Himadri Guha
Proprietor

					No. 259,	
2.	Sali land measuri ng 2 Kottah 14 Chittak 7 Sqft more or less AND		Dag No. 2170 ,	1288	at Mouza Kusumba, J.L No. 50,Revenu e Survey No. 138,Touzi No. 249,	½ Share holder.
	Sali land measuri ng 6 Kottah 30 Sqft more or less		Dag No 2171	365	at Mouza Kusumba, J.L No. 50,Revenu e Survey No. 138,Touzi No. 249,	

3.	Sali land measuri ng 4 Kottah 10 chittak more or less		2171	365	at Mouza Kusumba, J.L No. 50,Revenu e Survey No. 138,Touzi No. 259,	Absolute owner.
	AND Sali land measuri ng 2 Kottah 6 Chittak more or less		2170	1288	at Mouza Kusumba, J.L No. 50,Revenu e Survey No. 38,Touzi No. 249	

AND WHEREAS

7. Said Saswati Mukherjee by virtue of the aforesaid two Deeds became the owner of undivided $\frac{1}{2}$ share holder of the property mentioned below:--

SL No.	Area of Land	Nature of Land	Comprised in Dag No.	Under Khatian No.	At Mouza, J.L. No.	Nature of ownership
1.	12Kottah 5Chittak 20 Sqft more or less	Sali.	2171	364 & 1393	Mouza Kusumba, J.L. No. 50, Revenue Survey No. 38, Touzi nO. 259,	$\frac{1}{2}$ share holder
2.	Sali land measuring 2 Kottah 14 Chittak 7 Sqft more or less		Dag No. 2170 ,	1288	at Mouza Kusumba, J.L. No. 50, Revenue Survey No. 38, Touzi	$\frac{1}{2}$ Share holder.

For Mitra Gupta Associates


Himanshu Gupta

Proprietor

less					No. 249,	
AND						
Sali						
land			Dag No			
measuri			2171		at Mouza	
ng 6					Kusumba,	
Kottah					J.L No.	
30 Sqft					50,Revenu	
more or					e Survey	
less					No.	
					38,Touzi	
				365	No. 249,	

AND WHEREAS

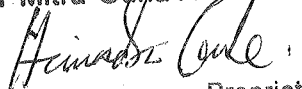
8. By virtue of the aforesaid Bengali Koala dated 25/3/1998 registered at the office of ADSR sonarpur recorded in Book No I, Volume No.38, Pages 36 to 42 as Deed No.2189 for the Year 1998, **Prerona Mukherjee became the absolute owner of** All that plot of Land measuring **10 Kottah 4 chittak and 11 Sqft more or less** with dilapidated sheds thereon comprised in Dag No.2171 of Khatian No.365,R.S No.138,Touzi No.259,at Mouza -Kusumba, under Police station and ADSR Sonarpur ,Pargona Medan Molla, in the District South 24 parganas.

For Mitra Guha Associates

 Proprietor

9. Said Tapash Mukherjee died intestate on 6 th October 2020, leaving his wife namely Saswati Mukherjee and two daughters namely Prerona Mukherjee and Procheta Mukherjee Olson as his heirs and legal representatives who jointly inherited the undivided $\frac{1}{2}$ share and also entire land owned by Tapash Mukherjee since deceased in the following manner:

clause No a) $\frac{1}{2}$ share of Sali land measuring **12 Kottah 5 Chittak 20 Sqft** more or less comprised in Dag No . 2171 of Khatian Numbers 364 & 1393 at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi no. 259, under Rajpur Sonarpur Municipality, within Police station Sonarpur, Post Office Sonarpur, Pin code 700150, in the District South 24 Parganas.

Clause No b) $\frac{1}{2}$ share in plot of Sali land measuring **total 8Kottah 14Chittak 37 Sqft** more or less out of which Sali land measuring **2 Kottah 14 Chittak 7 Sqft** more or less comprised in Dag No . 2170 of Khatian Number 1288 at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 249, AND Sali land measuring **6 Kottah 30 Sqft more or less** comprised in Dag No . 2171 of Khatian Number 365 at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 249, under Rajpur Sonarpur Municipality, within Police station Sonarpore, Post Office Sonarpur, Pin code 700150, in the District South 24 Parganas And each having undivided $\frac{1}{3}$ rd share in the following land left by Tapash Mukherjee since deceased And also inherited the share of land mentioned

For Mitra Guha Associates

 Proprietor

in **clause c) entire sali land** measuring **7 Kottah** more or less out of which Sali land measuring **4 Kottah 10 chittak** more or less comprised in Dag No . 2171 of Khatian Number 365 at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 259, **AND** Sali land measuring **2 Kottah 6 Chittak** more or less comprised in Dag No . 2170 of Khatian Number 1288 at Mouza Kusumba, J.L No. 50, Revenue Survey No. 138, Touzi No. 249, under Rajpur Sonarpur Municipality, within Police station Sonarpur, Post Office Sonaupur, Pin code 700150, in the District South 24 Parganas ,which was absolutely hold by said Tapash Mukherjee since deceased ,under the provision of Hindu Succession Act 1956 each having undivided 1/3rd share thereon.

10. After such ownership the joint owners namely Saswati Mukherjee, Prerona Mukherjee and procheta Mukherjee applied for Joint mutation of their names in the record of Rajpur Sonarpur Municipality in respect of Total Land measuring **38 Kottah 8 chittak and 23 Sqft** more or less together with numbers of dilapidated sheds thereon which were partly purchased and partly inherited by the present owners ,comprised in Rs Dag Nos 2171 and 2170 corresponding to LR dag nos. 2272, 2273 of RS Khatian no. 1288, 365, 364 & 1393 corresponding to LR Khatian Nos 5998, 1674, 1046 at Mouza Kusumba, in the District South 24 Parganas and after amalgamation of contiguous four plots of land containing different areas into one plot and the same was numbered as Holding No. 2459 ,street name Teghari under ward No 8 of Rajpur Sonarpur

For Mitra Guha Associates

Himanshu Choudhary

Proprietor

Municipality, having property address 2459 Kusumba each having undivided share thereon according to their ownership.

11.The joint owners for the purpose of construction of a building consisting of several flats and Car Parking spaces on the Land measuring **63.69 Decimal** equivalent to **38 Kottah 8 chittak and 23 Sqft** more or less comprised in Rs Dag Nos 2171 and 2170 corresponding to LR Dag Nos. 2272, 2273 of RS Khatian Nos.1288,365, 364 & 1393 corresponding to LR Khatian Nos 5998,1674,1046 at Mouza Kusumba, J.L No. 50,Revenue Survey No. 138,Touzi No. 249, Holding being No 2459 ,Street name Teghari under ward No 8, having property address 2459 Kusumba under Rajpur Sonarpur Municipality, under Police Station Sonarpur, Post Office Sonarpur ,Pin code700150,AdsroSonarpur in the District south 24 Parganas entered into a development Agreement and also executed Power of attorney on 31/7/2024, which was registered at the office of District Sub Registrar III Alipore,South 24 Parganas recorded in Book No.I, Volume No. 1603-2024,Pages from 333490 to 333545 as Deed No. 160312772 for the Year 2024 with Himadri Guha Proprietor of Mitra Guha Associates as Promoter/Promoter upon the terms and conditions mentioned therein earlier obtained conversion Certificate on on 2/5/2024 ,6/5/2024 and2/5/2024 vide Memo Nos21/(con)/985(3)/SDL-BRP/24 dated 02/05/2024,41/Con/2308/BLR-SNP/24 dated 7/5/2024, 41/Con/2309/BLR-SNP/24 dated 7/5/2024 and vide Memo Nos21/(con)/984(3)/SDL-BRP/24 dated 02/05/2024. As the land was exceeding the ceiling limit and the Developer in the name of the land


For Mitra Guha Associates



Proprietor

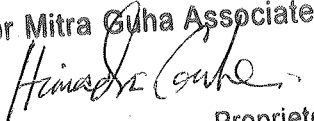
owners on 12/12/2024 obtained NOC from the Competent Authority (ULC) & S.D.O Sadar Alipore, South 24 Parganas in respect of Premises No.2459 Teghari, Kusumba, P.O & P.S Sonarpur, Pin 700150 under Ward No 8 of Rajpur Sonarpur Municipality, in respect of R.S Plot Nos 2171,2170,R..S Khatian nos 1258,365,364,1393 and L.R Plot numbers 2272,2273 of L.R Khatain Nos 5998,1674,1046 at Mouza Kusumba,J.L No.50,for the land 0 Bigha,38 Kottah,8 Chittaks and 23 Sfqt equivalent to 2577.39 Sqft more or less situated in the District south 24 Parganas vide Memo No.364/ULC/Alipore/2024 also obtained Building permit No. SWS – OBPAS /2207/2025/2541 from Rajpur Sonarpur Municipality on 16/10/2025 .

12. As per the Plan Sanctioned by the Rajpur Sonarpur Municipality the Developer completed the construction of the said building . After perusing all deeds and documents relating to the title of the owners of the said building and authority of the Developer the purchaser/s has/have y an agreement for sale dated..... agreed to purchase Flat /Unit havingcarpet area ,situated onfloor together with undivided proportionate share in the land and common areas and facilities of the building known as **“TAPASH GREEN”**as per provisions of the Real Estate (Regulation and Development) morefully described in the **THIRD**

For Mitra Guha Associates

 Proprietor

SCHEDULE PART-II hereunder written together with undivided proportionate share in the land of the said premises described in the **THIRD SCHEDULE PART-I** hereunder written and like share in all common areas and the common utilities provided for and available in the said building now situated at Holding being No 2459 ,Street name Teghari under ward No 8, having property address 2459 Kusumba under Rajpur Sonarpur Municipality, under Police Station Sonarpur, Post Office Sonarpur ,Pin code700150,AdsroSonarpur in the District south 24 Parganas more fully and particularly described in the first schedule hereunder written and has entered into an agreement with the confirming party allowing entrusting it to construct the said flat.

AND WHEREAS at the request of the developer confirming party and accepting the purchaser as the developer confirming party, the vendors have agreed to sell proportionate share of the land and the conforming party has reed to sell the said flat No. _____ complete and finished condition, having more or less _____ square feet super built up area and _____ square feet carpet area be little more or less on the _____ floor in the _____ side of the ground plusstoried building morefully described in the PART-II of the **THIRD SCHEDULE** hereunder written with the rights, liberties, easements as conferred upon and to vest in the purchaser

For Mitra Guha Associates

 Proprietor

herein by the said virtue of these presents together with undivided proportionate share in the said land mentioned in the PART-I of the THIRD SCHEDULE hereto being within the and a part of the premises described in the First schedule hereunder written at for the consideration of Rs. _____/- (Rupees _____) only free from all encumbrances.

AND WHEREAS the developer have completed the construction of the unit/flat of the building on the said land and also have dully allotted the owner's allocation on.....vide letter of possession dated.....

AND WHEREAS the purchaser have examined all documents title deeds of the said premises and got themselves fully satisfied about the title of the vendors therein to the said premises and have agreed not to raise any objection in regard thereto or make any requisition in connection therewith.

AND WHEREAS the purchaser/s has/ have also inspected the sanctioned plan in respect of the said building also the nature and construction of the said building the common areas and facilities the said unit/flat at the floor level and also satisfied himself/themselves and agreed not to raise any objection with regard to the sanctioned

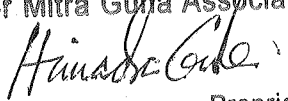
For Mitra Guha Associates

Proprietor

plan nature of construction of the building and also common areas facilities privileges etc.

NOW THIS INDENTURE WITNESSETH THAT:-

1. In consideration of the said sum of Rs. _____ (Rupees _____ only) paid to the confirming party separately by the receipt with separate Memos hereunder written admit and acknowledge and of the from the same doth hereby forever grant, convey, transfer release, discharge and acquit the purchasers **ALL THAT** Self content unit/flat having carpet area _____ Sq.Ft. i.e. having an area of _____ square feet super built up area being flat no _____ Situated on the _____ side of the _____ floor described in the **THIRD SCHEDULE** hereunder written hereinafter for the same of brevity referred to as the said unit/flat the Vendors hereby grant, sale, convoy, transfer, assign and assure the proportionate share of the land corresponding to the sald unit/flat at the Floor. The confirming party doth hereby acknowledge to have received the entire consideration of the said unit/flat situated and lying on Holding being No 2459 ,Street name Teghari under ward No 8, having property address 2459 Kusumba under Rajpur Sonarpur Municipality, under Police Station Sonarpur, Post Office Sonarpur ,Pin code700150,AdsroSonarpur in the District south 24 Parganas

For Mitra Gupta Associates

 Proprietor

TOGETHER WITH the proportionate share and/or benefit of the land relating to the said unit/flat as the _____ Floor and the common portions **TOGETHER WITH** the exclusive right to own, enjoy, use and occupy the said unit/flat fully described in the **THIRD SCHEDULE PART-II** hereunder written and delineated in colour **RED** in the plan annexed hereto and also the right to proportionately own, enjoy and use the common portions as fully described in the **FOURTH SCHEDULE** hereunder written in common with other co-owners and/or occupiers of the new building **TOGETHER WITH** the right and proportionate appurtenances thereto which are all hereafter as well as hereinbefore collectively called the said share and the right and properties appurtenant thereto and the confirming party doth hereby acknowledge to have received the entire consideration and according doth hereby grant, sale, convey, transfer, assign, assure **ALL THAT** the self contained Sq.Ft. as per provisions of finished and complete unit/flat having carpet area _____ sq.ft. as per provisions of the Real Estate (Regulation & Development Act, 2016) i.e. having an area of _____ square feet super built up area of the ground plus storied of the new building at the _____ floor as fully described in the **PART - I, PART - II** respectively of the **THIRD SCHEDULE** hereunder written and rents, issues, and profits, thereof and the right and properties appertaining thereto

For Mitra Guha Associates

 Proprietor

and the said unit/flat and other rights hereto conveyed and all the estate right, title, interest, property claimed demand, whatsoever of the Vendors and confirming party unto or upon the said share and the right and properties appurtenant thereto and the said unit/flat at the _____ floor and all other benefits, right and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part thereof or arising thereto from and **TOGETHER WITH** further that all rights, liberties and appurtenances, privileges, trusts, liens, lispences and attachments, whatsoever **AND TOGETHER WITH FURTHER WITH** and subject to the easements and quasi easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the premises the land and the new building by the purchasers and other co-owners as mentioned in the **SIXTH SCHEDULE** hereunder written **TO HAVE AND TO HOLD** the said share and the rights and properties appurtenant thereto and the said unit/flat at the _____ Floor all other benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended to be and every part thereof respectively or arising thereto from absolute and forever subject to the covenants conditions and the rules and regulations and restrictions mentioned in the **SEVENTH SCHEDULE** hereunder written and/or elsewhere therein **AND**

For Mitra Guha Associates

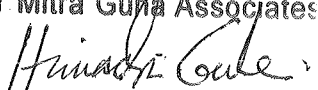


Proprietor

ALSO SUBJECT TO the purchaser paying and discharging all taxes, Impositions and other common expenses relating to the said premises proportionately and the said unit and or the said share and the right properties appurtenant thereto wholly, details whereof are fully mentioned in the **FIFTH SCHEDULE** and the **SEVENTH SCHEDULE** hereunder written.

II. **VENDORS HEREBY CONVENANT WITH THE PURCHASERS AS FOLLOWS:-**

- i) **THAT** the interest which Vendors and the Developer/ Confirming Party do hereby professes to transfer subsists and that the Vendors have the sole right, full power and absolute authority to grant sell convey, transfer assign and assure unto the purchaser, the said share and the rights and properties appurtenant thereto and the said unit/flat **TOGETHER WITH** the benefits, rights and properties hereby sold and conveyed.
- ii) **AND THAT** it shall be lawful for the purchasers from time to time and at all times hereafter to enter into and upon and use hold and enjoy the said share and the rights and properties appurtenant thereto, the said unit, at the _____ Floor all benefits, rights and properties hereby conveyed and every part thereof and receive the rents, issues and profits thereof, without

For Mitra Guha Associates

Proprietor

any interruption disturbances claim or demand whatsoever from or by the Vendors/the Developer Confirming Party or any person or persons claiming through, under or in trust for the Vendors or the Developer/Confirming Party unless otherwise expressly mentioned herein AND freed and cleared from and against all manner of encumbrances, trust, liens and attachments, whatsoever SAVE only house as are expressly contained herein.

iii) **AND THAT** Vendors or the Developer/Confirming Party shall from time and at all times hereafter, upon every request and at the costs of the Purchasers make, do acknowledge exercise, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said share and the right and properties appurtenant thereto, the said unit/flat **TOGETHER WITH** the benefits lights and properties hereby granted, unto the purchaser in the manner aforesaid.

iv) **ALL THAT** vendors shall unless prevented by fire or some other irresistible force, from time to time and at all times hereafter, upon reasonable request and at the costs of the purchaser to her attorneys or agents or before or at any trial, commission,

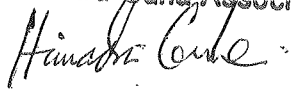
For Mitra Guha Associates
Himadri Chakraborty
Proprietor

examination, tribunal, board or authority for inspection or otherwise, as occasion shall require, the original title Deed of Premises and also at the like request and costs of the Purchasers deliver to the Purchasers such attested or other copies of extracts there from, as the Purchaser require and shall in meantime, keep the same safe, un-obliterated and un-cancelled.

- v) **AND THAT** the Vendors shall not do anything or make any grant, whereby the rights of the Purchasers hereunder may be prejudicially affected and shall do all acts as the necessary to ensure the rights available to the Purchase or Purchasers and as a co-owner hereunder.
- vi) **AND FURTHER THAT** the Vendors shall duly fulfill and perform all their respective obligations and covenants elsewhere herein expressly contained.

III. THE PURCHSER DO HEREBY CONVENANT WITH THE VENDORS AND THE DEVELOPER AS FOLLOWS:-

To observe, fulfil and perform the rules, regulations and covenants hereunder written SAVE those thereof as have already been observed, fulfilled, performed, including, those described in the **SEVENTH SCHEDULE** hereto and to regularly

For Mitra Guha Associates

 Proprietor

pay and discharge, all taxes importations and all other outgoing on an in connection with the said unit/flat at the _____ floor and the common portions and/or the new building proportionately the including the common expenses.


IV. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- i) **THAT** the said unit/flat at the _____ floor constructed completed and tenable and vacant possession thereof has been delivered by the Confirming Party and received by the Purchasers.
- ii) **ALL THAT** the Purchasers neither has nor shall claim from the Vendors in any other part pr portion of the land and/or the new building SAVE the said share and the rights and properties appurtenant thereto AND the said unit/flat and the benefits, rights and properties hereby sold and conveyed.

FIRST SCHEDULE ABOVE REFERRED TO:-

(Description of entire plot of land)

Land measuring 63.69 Decimal equivalent to 38 Kottah 8 chittak and 23 Sqft more or less comprised in Rs Dag Nos 2171 and 2170 corresponding

For Mitra Guha Associates

 Proprietor

to LR Dag Nos. 2272, 2273 of RS Khatian Nos.1288,365, 364 & 1393 corresponding to LR Khatian Nos 5998,1674,1046 at Mouza Kusumba, J.L No. 50,Revenue Survey No. 138,Touzi No. 249, Holding being No 2459 ,Street name Teghari under ward No 8, having property address 2459 Kusumba under Rajpur Sonarpur Municipality, under Police Station Sonarpur, Post Office Sonarpur ,Pin code700150,AdsroSonarpur in the District south 24 Parganas.

The Following land is butted and bounded as follows:

By On The North: R.S Dag No.2121.

By On The East: Mouza Teghari.

By On The West: Municipal Road.

By On The South: R.S Dag No.2170(P), R.S Dag No 2171(P)

And R.S Dag No. 2172

OR HOWSOEVER OTHERWISE the said land messuage tenements hereditaments and premises now is or are heretofore was or were called known numbered reputed described distinguished butted and bounded.

OR HOWSOEVER OTHERWISE the same is butted and bounded, called, known, described or distinguished.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART - I

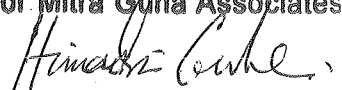
For Mitra Guha Associates

 Proprietor

ALL THAT the undivided impartible share in the land attributable to the flat as described in Part - II and Part III of the **SECOND SCHEDULE** comprised in the said premises described in the **FIRST SCHEDULE** hereinabove written.

PART - II

ALL THAT piece or parcel of impartible undivided proportionate share or interest in land hereditaments and premises as per floor area ration comprised in the premises known numbered and reputed as Premises No. Holding being No 2459 ,Street name Teghari under ward No 8, having property address 2459 Kusumba under Rajpur Sonarpur Municipality, under Police Station Sonarpur, Post Office Sonarpur ,Pin code 700150, Adsro Sonarpur in the District south 24 Parganas., within the limits of the Rajpur Sonarpur Municipality. mentioned in the **FIRST SCHEDULE HEREINABOVE WRITTRRN TOGETHER WITH** the flat no. _____ complete and finished condition on the said _____ floor _____ side measuring about having carpet area _____ sq.ft. i.e. having an area of _____ square feet of carpet area as per provision of the Real Estate (Regulation and Development Act, 2016 area be the same a little more or less consisting of two Bedrooms and two toilets, one kitchen, one living cum dining room, one covered verandahs, the building built and erected as per Building Sanction plan of The Calcutta Municipal Corporation now The Kolkata Municipal Corporation as modified by the Developer/Confirming

For Mitra Guha Associates

 Proprietor


Party and all other easement and quasi-easement rights lights privileges appendages and appurtenances in the land hereditaments and premises and the common areas sewers, sanitation and electricity and entrance gate, passage, pathways, stair landing and other areas meant for common use at Holding No., together with usual easements rights liberties of unobstructed user of the common passage and the entrance door or gate for egress into and ingress from and to the Municipal Road to the said property and then through the said passage wherever necessary and free entry to end to the said building as all rights privileges liberties facilities easements which are available/applicable to others that is similar purchaser.

The said flat/unit shown and delineated in the map or plan annexed hereto and bordered 'RED' thereon,

THE FOURTH SCHEDULE ABOVE REFERRED TO

(The common portion within the said premises)

- I. The foundation column, beams supports, corridor, lobbies, terraces, stair ways entrance and exists path ways.
- II. Drains : Sewerage from the Premises to the main road
- III. Water reservoir
- IV. Drainage pipes from the units to the Drains and sewer connection to the premises.
- V. Toilets on the ground floor of the premises for use of Durwans, caretakers of the premises and/or servants.
- VI. Durwan quarter with electric wiring switches etc.

For Mitra Guha Associates

 Proprietor

- VII. Meter Room.
- VIII. Generator Room or space, if any.
- IX. Boundary walls of the premises including outside wall of the building and main gate.
- X. COMMON PARTS:-
 - a. Pump and meter with installation and room thereof.
 - b. Water pump, underground, reservoir, water pipes and other common plumbing installation and space required thereto and common use to the roof/terrace.
 - c. Electric wiring, meter for lighting stair case lobby and other common areas (excluding those as are installation for any particular unit) and space required thereto.
 - d. Central fire fighting equipments and installations if any.
 - e. Windows, doors, grills and other fittings of the common area of the premises.
 - f. Generator, its installation and expenses, if any.
 - g. Lift and its accessories installations and space required therefore.
 - h. General antenna and other installations, if any.
 - i. A plaque showing the name of the building as 'TAPASH GREEN' in a conspicuous space near the entrance of the building.
 - j. Such other common parts areas equipments installations fixtures intercom covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units as are required.

For Mitra Guha Associates
Hiradi Guha
Proprietor

THE FIFTH SCHEDULE ABOVE REFERRED TO

(The Common Expenses)

In Block - I & II

1. MAINTENANCE:-

Proportionate share of ALL costs of maintaining operating, replacing repairing while washing painting décor, ting, redecorating, rebuilding, re-construction, lighting and renovating the common portions, including the exterior or interior (but not inside any unit) walls of the new building.

2. OPERATION:-

Proportionate share of all expenses for running and operating all machinery, equipments and installation comprised in the common portions, including pimps, motors and other common installations, including their license fees, taxes and other levies, if any the light of the common portions.

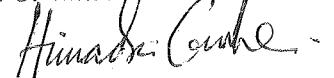
3. STAFF

Proportionate share of the salaries of and all other expenses of the staff to be employed for the common purposes, including durwans, security, personal, sweepers plumbers, electricians etc their perquisites bonus and other employments and benefits.

4. ASSOCIATION:-

Proportionate share of establishment and all other expenses of the Association, including its formation, office and miscellaneous expense

For Mitra Guha Associates



Proprietor

and also similar expenses of the developer, until handing over to the Association.

5. **INSURANCE:-**

Proportionate share of insurance premium if any and other expenses for insuring the new building and/or the common portions, inter alia, against earth quake, fire, mob violence damages, civil commotion etc.

6. **FIRE FIGHTING:-**

Proportionate share of costs of installing and operating of the fire fighting equipments, if any.

7. **COMMON UTILITIES:-**

Proportionate share of all charges and deposits for suppliers of common utilities to the co-owners, in common.

8. **ELECTRICITY:**

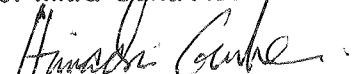
Proportionate share of electricity charges for the electrical energy consumed for the operation of the common portions.

9. **LITIGATION:-**

Proportionate share of all litigation expenses incurred for the common purpose and relating to common use enjoyment of the common portions.

10. **RATES AND TAXES:-**

For Mitra Guha Associates


Proprietor

Proportionate share of Municipal tax, water tax, urban land tax, and other in respect of the premises and the new building SAVE those separately assessed on the purchaser or purchasers.

11. **RESERVERS AND MISCELLANEOUS:-**

All other expenses, taxes, rates and other levies as are deemed by the developer or the association to be necessary or incidental or liable to be paid by the co-owners in common, including such amount as the fixed for creating a fund replacement, renovation, painting and/or periodic expenses relating to the common portions.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Easements)

The co-owners shall allow each other, the vendor the developer and the Association, upon its formation, the following rights, easements, quasi-easements, privileges and/or appurtenances.

- I. The right of common passage, user and movement in all the common portions.
- II. The right of passage of utilities, including, connection for telephones, televisions, pipes, cables etc. through each and every part of the new building, including the said unit/flat.

For Mitra Guha Associates



Proprietor

- III. Right of support, shelter and protection of each portion of the new building by other and/or other thereof.
- IV. The absolute unfettered and unencumbered right over the common portions SUBJECT TO the terms and conditions herein contained.
- V. Such rights supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part of parcel of the said share and the rights and properties, appurtenant thereto and/or said, unit/flat
- VI. Right to Install Television Antenna, at such place on the roof of the new building as be demarcated by the developer for such purpose, from time to time without in any manner disturbing any co-owner entitled exclusively to the same.
- VII. The right, with or without workmen and necessary materials, to enter upon the new building including the said or any other unit/flat, if any for the purpose of repairing any of the common portions or any appurtenances to any unit/flat and/or anything comprised in any unit. In so far as the same cannot be carried out without such entry and in all such cases, excepting emergency upon giving 48 (forty eight) hours previous notice in writing to the co-owners affected thereby.

For Mitra Guha Associates
Himadri Guha
Proprietor

THE SEVENTH SCHEDULE ABOVE REFERRED TO

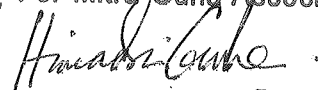
(Covenants, Rules and Regulations)

- a) The Purchaser shall not at any time, claim portion of the undivided impartible proportionate share and/or the common portions.
- b) **SUBJECT TO** the provisions contained in these presents **AND SUBJECT TO** the provisions of law for the time being in force, the purchasers shall be entitled to the exclusive ownership, possession and enjoyment of the said share AND the rights and properties appurtenant thereto the said unit/flat and the same shall be heritable and transferable as other immovable properties.

2. **MUTATION, TAX AND IMPOSITIONS:-**


- a) The Purchase shall after the transfer being completed in terms, hereof, at his coats and expenses apply for and have the said unit/flat separately assessed for the purpose of Assessment of Municipal rates and taxes.

In case the purchaser fails to have such mutation of separation made despite, being called upon to do so by the Association or in case it be so agreed and deemed expedient then and in such

For Mitra Guha Associates

Proprietor

event the association shall be entitled to have the same effected at the cost of expenses of the purchaser.

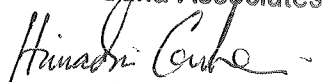
- b) Until such time as the said unit/flat be not separately, assessed and/or mutated in respect of any tax or imposition the purchaser shall bear and pay to the association proportionate of such municipal rates taxes or imposition.
- c) Upon the mutation of the said unit/flat, in the name of the purchasers for the purpose of liability of any tax or imposition the purchaser shall pay wholly such tax or imposition in respect of the said unit/flat and proportionately in respect of the common portions.
- d) Apart from the amount of such taxes and impositions the purchaser shall be liable to pay the penalty, interest costs charge and expenses for and in respect of such taxes or impositions proportionately or wholly as the case may be.
- e) All tax, impositions and outgoings, including penalties, costs charges and expenses in respect of the premises and the new building accruing till the date of possession of the said unit/flat shall be paid borne and discharge by the developer exclusively and those accruing for the period thereafter shall be paid borne and discharged by the Purchasers wholly, in case the same relates exclusively to the said unit/flat proportionately in case the same relates to the premises and the new building.

For Mitra Guha Associates

Proprietor

- f) The terms "Taxes" and "Imposition" referred to in the various sub clauses of clauses 2 immediately preceding shall include land revenue Municipal rates and taxes, Municipal surcharges, Urban land tax, betterment fees, water tax etc. and/or taxes of similar nature and/or any other new taxes as may be imposed from time to time.
- g) The Association shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the aforesaid rates and taxes and out of the deposits made as aforesaid.

3. **MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS:-**


- a) Until formation of the Association, the developer may from time to time appoint an ad-hoc committee or committees of the co-owners for such purposes and on such terms as to its election constitution authority, delegation and/or function as the developer may, deem proper. The developer at its option may also terminate the appointment of such ad-hoc committee or committees.
- b) The Purchaser shall not in any manner interfere or raise any objection whatsoever in or with the said functions of the developer and/or of the association relating to the common purposes.

For Mitra Guha Associates

Proprietor

- c) The upon its formations, the Association shall frame such rule regulations and bye laws for the common purposes the Association may consider reasonable but not Inconsistent with the provisions herein and the purchasers shall abide by the same.

4. **THE ASSOCIATION:-**

- a) The Purchaser, the Vendors and also the Developer (if it retains any Unit) shall become members of the Association and shall pay proportionately all costs for and/or relating to the formation and the establishment, of the Association and shall sign such forms papers, documents, memorandum, articles, declarations, construction, rules and/or regulations as be necessary and be reasonably required by the Developer.
- b) The Developer shall transfer all its rights and obligations with regard to the common purposes including the maintenance management control and operation of the common portion to the Association and thereafter the Association shall exclusively be entitled to and responsible for control over and operating the same and do all acts required for the common purposes and the Developer shall not thereafter be liable therefore in any manner.
- c) At the time of such transfer, the Developer shall also transfer the residue then remaining of the deposits made hereunder for

For Mitra Guha Associates

Proprietor


maintenance by the purchasers after adjusting all amounts then remaining due and payable by the Purchaser and the amounts so transferred shall henceforth be so hold by the Association in the name of the Purchaser for the purpose of much deposit.

5. **TITLE DEEDS:-**

The Vendor shall keep the title deeds in respect of the premises as their possession in their state custody or in the custody of any person or persons as the Vendor may in their absolute discretion think fit and proper the Vendor shall at the costs of the Purchaser arrange for inspection thereof and allow the Purchaser to take copies and/or extracts there form as be required by the Purchaser and shall also at the like request and cost arrange for production of the same before such authorities as the Purchasers may reasonably require.

6. **ADDITIONAL, ALTERATIONS AND PAYMENT OF BETTERMENT FEES ETC.**

The Purchasers shall at their cost wholly in case it relates to the said flat or any part thereof and proportionately in case it relates to all the units in the new building and/or the common portions make all alterations and/or additions as be required to

For Mitra Guha Associates

Proprietor

be made by the Corporation or other statutory bodies and similarly pay all fees and/or penalties required to be paid in respect thereof.

7. **USER OF THE SAID UNIT AND THE COMMON PORTION:-**

- a) The Purchaser shall at his own costs and expenses do the following:
- a. Keep the said unit/flat and every part thereof and all fixtures and fittings therein or exclusive thereto property painted and in good repairs and in a neat and clear condition an as a decent and respectable place.
- b. Use the said unit/flat and all common portions are fully and only for the purpose for which it is meant.
- c. Use all paths, passages and staircase for the purpose of ingress and egress and for no other purposes whatsoever unless permitted by the Developer or the Association upon its formation in writing.
- d. Use and affix grills specified by the Developer.
- b) The Purchaser shall not do the following:-
- I. Obstruct the Developer or the Association in their acts relating to the common purposes.
- II. Violate any rules and/or regulations laid clown for the common purposes and for the user of the common portions.

For Mitra Guha Associates
Himadri Guha
Proprietor

- III. Injure harm or damage the common portions or any other units in the new building by making any alterations or withdrawing any support or otherwise.
- IV. Alter any portion, elevation or colour scheme of the new building.
- V. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portions SAVE at the places indicated therefore.
- VI. Place or cause to be placed any article or object in the common portions.
- VII. Use the said unit/flat any part thereof for any purpose other than for residential purpose.
- VIII. Carry on or cause to be carried on any obnoxious or injurious activity in or through the said unit or the common portions.
- IX. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the new building or buildings.
- X. Use or allow the said unit/flat, thereof to be used for any club meeting conference hall, nursing home, hospital, boarding house catering place restaurant or other public purpose.
- XI. Put up or affix any sign board name plate or other things or other similar articles in the common portions or outside walls of the new building and/or outside walls of the said unit/flat

For Mitra Guha Associates

Himadri Guha

Proprietor

SAVE at the place or places provided therefore or approved in writing by the Developer or the Association PROVIDED this shall not, prevent the Purchaser from displaying a decent name plate outside the main door of the said unit.

- XII. Keep or store any offensive combustible, obnoxious, hazardous or dangerous articles in the said unit.
- XIII. Affix or draw any wire pipes from to or through any common portions or outside walls of the new building or other units SAVE in the manner indicated by the Developer or the Association.
- XIV. Keep any heavy articles or thing which are likely to damage the floors or operate any machine SAVE usual home appliances.
- XV. Install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the new building.
- XVI. Affix or change windows or grills other than according to the approved specifications of the Developer and on obtaining prior written permission of the Developer of the Association.
- XVII. Change the colour scheme of the windows, grills and the main door of the said unit other than according to the specifications of the Developer and on obtaining prior written permission of the Developer the Association.
- XVIII. Use the car parking spaces for any use other than parking a medium size passenger car.

For Mitra Guha Associates
Amir Singh Guleri
Proprietor

- XIX. To obstruct the developer, vendors, association or society of the flat owners enter to the demarcated portion of the roof for the purpose of repair the same and other purpose as may be required for maintenance of the building.
- XX. Obstruct the developer and its representative to construct the ground plusstoried building situated in the side of the premises and to allow materials for construction to be stacked in the south side of the premises but always leaving sufficient passage for unhindered movement of the flat owners and their cars to the building.

**PAYMENTS AND DEPOSITS TO WARES TAXES AND IMPOSITION
AND THE COMMON EXPENSES:-**

- a. The deposits and payments to be made by Purchaser in terms hereof including those mentioned hereinabove shall be made by the Purchaser within 8 (eight) days of the Developer's of the Association's (upon its formation) leaving its bill for the same in the said unit and/or at the above or last notified address of the Purchaser.
- b. The purchaser shall regularly and punctually pay the proportionate share of the common expenses on the date and the manner elsewhere contained herein.

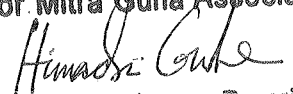
For Mitra Guha Associates
Himadri Guha
Proprietor

- c. It is clarified that out of the payments and deposits mentioned hereinabove in case there be any deficit the Purchaser shall pay further amounts and in case there be any excess, the same shall be refunded to the Purchaser and/or adjusted with the future payments by the Purchaser to the Developer and upon its formation to the Association at the Developer's and/or the Association discretion.

9. **MISCELLANEOUS:**

- a. Whenever any amounts are expressly payable by the Purchaser hereto, the same shall wholly be payable by the Purchaser in case the same relates only to the said unit/flat and proportionately in case they relate to the premises and the common portions unless otherwise specifically mentioned.
- b. All charge for the electricity consumed in the said unit shall be borne and paid by the Purchaser.
- c. All payments towards municipal rates and taxes and maintenance charges and otherwise specifically mentioned herein are fixed on the basis of the estimated rates costs expenses and price and shall be subject to proportionate escalation in case the said rates costs expenses and prices increase from time to time.

For Mitra Guha Associates



Proprietor

- d. As between the Developer and/or the Association of the one part and the Purchaser of the other part, the parties shall in enmity and keep each other saved harmless and indemnified in respect of all losses damages, claims, demands, costs, proceedings and actions arising due to any non-payment or other default in observance of the terms and conditions contained in these presents.

For Mitra Guha Associates

Himadri Guha
Proprietor

IN WITNESS WHEREOF all the parties put their respective hands and seals on the day, month and year above written.

SIGNED, SEALED AND DELIVERED by the within named **OWNERS/VENDORS** at Kolkata in presence of :

1.

SIGNATURE OF THE VENDORS

2.

SIGNED, SEALED AND DELIVERED by the within named **PURCHASER** at Kolkata in presence of :

1.

SIGNATURE OF THE PURCHASER

2.

SIGNED, SEALED AND DELIVERED by the within named **CONFIRMING PARTY** at Kolkata in presence of :

1.

SIGNATURE OF THE CONFIRMING PARTY

2.

For Mitra Guha Associates

Himanshu Guha

Proprietor