

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
December, Two Thousand and Twenty Four (2024) A.D.

B E T W E E N

(1) **ANIL KUMAR AGARWAL (HUF)**, (PAN : **AADHA9792A**) a Hindu Undivided Family of 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas, represented by its Karta **MR. ANIL KUMAR AGARWAL**, (PAN: **ACLPA2210R**, **AADHAAR NO.4272 4658 2420**) son of Mr. Radhe Shyam Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas; (2) **OM PRAKASH AGARWAL (HUF)**, (PAN: **AAAH05669R**) a Hindu Undivided Family of 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas, represented by its Karta **MRS. BELA AGARWAL**, (PAN: **ACZPA4431G**, **AADHAAR NO.9237 7458 6165**) wife of Late Om Prakash Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas; (3) **BAIJNATH AGARWAL (HUF)**, (PAN: **AAEHB4171R**) a Hindu Undivided Family of 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas, represented by its Karta **MR. BAIJNATH AGARWAL**, (PAN: **ACLPA2211Q**, **AADHAAR NO. 9610 1857 8140**) son of Mr. Radhe Shyam Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas; (4) **SURENDRA AGARWAL (HUF)**, (PAN: **AAZHS3178N**) a Hindu Undivided Family of 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata – 700 041, District South 24-Parganas, represented by its Karta **MR. SURENDRA AGARWAL**, (PAN: **PAN: ACXPA6394A**, **AADHAAR NO.9244 6637 5046**) son of Late Sagar Mal Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata – 700 041, District South 24-Parganas; (5) **RABINDRA AGARWAL (HUF)**, (PAN: **AARHR0464G**) a Hindu Undivided Family of 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata – 700 041,

District South 24-Parganas, represented by its Karta **MR. RABINDRA AGARWAL**, (PAN: **ACXPA6284B**, AADHAAR NO.2819 4428 7018) son of Late Sagar Mal Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata – 700 041, District South 24-Parganas; (6) **ANUP KUMAR AGARWAL (HUF)**, (PAN: **AACHA3953J**) a Hindu Undivided Family of 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata – 700 041, District South 24-Parganas, represented by its Karta **MR. ANUP KUMAR AGARWAL**, (PAN: **ACJPA1752C**, AADHAAR NO.7230 6655 3589) son of Late Sagar Mal Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata – 700 041, District South 24-Parganas; (7) **MR. SOURAV AGARWAL**, (PAN: **BNMPA2410E**, AADHAAR NO.9020 8964 0338) son of Anup Kumar Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata – 700 041, District South 24-Parganas; (8) **MRS. MONIKA AGARWAL**, (PAN: **ACZPA7434P**, AADHAAR NO.4762 5231 3369) wife of Mr. Baijnath Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas; and (9) **MRS. BELA AGARWAL**, (PAN: **ACZPA4431G**, AADHAAR NO.9237 7458 6165) wife of Late Om Prakash Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas; hereinafter jointly called and referred to as the “**OWNERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**. The Owners, represented by their Constituted Attorney **SRI SHASHANK AGARWAL**, (PAN: **BBEPA5915N**, AADHAAR NO.9875 2691 1131), son of Late Om Prakash Agarwal, by faith: Hindu, by Occupation: Business, by Nationality: Indian, residing at 65,

Tollygunge Circular Road, Post Office: New Alipore, Police Station: New Alipore, Kolkata: 700053, District South 24-Parganas, Authorized Signatory of “**MMRG GROUP**”, (**PAN : AAKAM3859Q**) an Association of Person, having its registered office of 45B, Orphangunge Market, Post Office: Khidderpore, Police Station-Watgunge, Kolkata-700023, by a Registered Development Agreement with Development Power of Attorney dated 13.09.2024, which was registered in the Office of the District Sub-Registrar II at Alipore and entered in Book No. I, Volume No. 1602-2024, Page Nos. 433803 to 433863, Being No. 0160212981, for the year 2024.

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“**MMRG GROUP**”, (**PAN : AAKAM3859Q**) an Association of Person, having its registered office of 45B, Orphangunge Market, Post Office: Khidderpore, Police Station-Watgunge, Kolkata-700023, represented by its Chairman **SRI SHASHANK AGARWAL**, (**PAN:BBEPA5915N**, **AADHAAR NO.9875 2691 1131**), son of Late Om Prakash Agarwal, by faith: Hindu, by Occupation: Business, by Nationality: Indian, residing at 65, Tollygunge Circular Road, Post Office: New Alipore, Police Station: New Alipore, Kolkata: 700053, District South 24-Parganas, District South 24-Parganas, hereinafter called and referred to as the **DEVELOPER/DEVELOPER**” (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, successors, executors, legal representatives and assigns) of the **SECOND PART**.

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_____ (**PAN : _____; AADHAR NO. _____**) son of _____, by faith-Hindu, by occupation – _____, Nationality-Indian; residing at _____, Post Office – _____, Police Station - _____, Kolkata-700_____, hereinafter called and referred to as the “**PURCHASER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his

heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS by virtue of a Bengali Deed of Conveyance dated 04.11.2015, one Souvik Dutta purchased and become the owner in respect of **ALL THAT** piece and parcel of land measuring 7.66 Decimals, comprised in (i) R.S. & L.R. Dag No. 185, under L.R. Khatian No. 724 (1 Decimal out of 51 Decimals Sali land) of Mouza – Kolaria, J.L. No. 133, R.S. No. 282, Touzi No. 331/ 332, Police Station – Bishnupur, under Chaluari Gram Panchayet, District: South 24-Parganas; (ii) R.S. Dag No. 99, corresponding to L.R. Dag No. 452 (3 Decimals out of 35 Decimals Bastu-land) and (iii) R.S. Dag No. 100 corresponding to L.R. Dag No. 461 (3.66 Decimals out of 43 Decimals Danga land) under R.S. Khatian Nos. 497 and 830 corresponding to L.R. Khatian No. 1726 of Mouza – Amtala, J.L. No. 73, Touzi No. 395, Police Station – Bishnupur, District: South 24-Parganas. The said Deed of Conveyance was registered in the Office of Additional District Sub-Registrar at Falta and entered in Book No. I, Volume No. 1619-2015, Pages from 26774 to 26789, Being No. 161902642 for the year 2015.

AND WHEREAS by virtue of another Bengali registered Deed of Conveyance dated 04.11.2015, one Mrs. Bansari Dutta purchased and became the owner in respect of **ALL THAT** piece and parcel of Sali land measuring 7.66 Decimals comprised in (i) R.S. & L.R. Dag No. 185, under L.R. Khatian No. 724 (1 Decimal out of 51 Decimals Sali land) of Mouza – Kolaria, J.L. No. 133, R.S. No. 282, Touzi No. 331/ 332, Police Station – Bishnupur, under Chaluari Gram Panchayet, District: South 24-Parganas; (ii) R.S. Dag No. 99, corresponding to L.R. Dag No. 452 (3 Decimals out of 35 Decimals Bastu-land) and (iii) R.S. Dag No. 100 corresponding to L.R. Dag No. 461 (3.66 Decimals out of 43 Decimals Danga land) under R.S. Khatian Nos. 497 and 830 corresponding to L.R. Khatian No. 1726 of Mouza – Amtala, J.L. No. 73, Touzi No. 395, Police Station – Bishnupur, District: South 24-Parganas. The said Deed of Conveyance was registered in the Office of Additional District Sub-Registrar at Falta and entered in Book No. I, CD Volume No. 1619-2015, Pages from 26758 to 26773, Being No.1061902640 for the year 2015.

AND WHEREAS by virtue of another Bengali Deed of Conveyance dated 05.11.2015 the said Souvik Dutta and Mrs. Bansari Dutta jointly purchased and become the joint owners in respect of **ALL THAT** piece and parcel of Sali land measuring 7.68 Decimals comprised in (i) R.S. & L.R. Dag No. 185, under L.R. Khatian No. 724 (1 Decimal out of 51 Decimals Sali land) of Mouza – Kolaria, J.L. No. 133, R.S. No. 282, Touzi No. 331/ 332, Police Station – Bishnupur, under Chaluari Gram Panchayet, District: South 24-Parganas; (ii) R.S. Dag No. 99, corresponding to L.R. Dag No. 452 (3 Decimals out of 35 Decimals Bastu-land) and (iii) R.S. Dag No. 100 corresponding to L.R. Dag No. 461 (3.66 Decimals out of 43 Decimals Danga land) under R.S. Khatian Nos. 497 and 830 corresponding to L.R. Khatian No. 1726 of Mouza – Amtala, J.L. No. 73, Touzi No. 395, Police Station – Bishnupur, District: South 24-Parganas. The said Deed of Conveyance was registered in the Office of Additional District Sub-Registrar at Falta and entered in Book No. I, C.D. Volume No. 1619-2015, Pages from 26974 to 26990, Being No. 161902645 for the year 2015.

AND WHEREAS by virtue of another Bengali Deed of Conveyance dated 20.11.2015, the said Souvik Dutta purchased and become the owner in respect of **ALL THAT** piece and parcel of Sali land measuring 6.625 Decimals comprised in (i) R.S. and L.R. Dag No. 185, corresponding to L.R. Khatian No. 724 (1 decimal out of 51 Decimals) in Mouza-Kolaria, Pargana – Muragachha, Touzi No. 331/332, J.L. No. 133, R.S. No. 282 under Chaluari Gram Panchayet, Police Station – Bishnupur, District: South 24-Parganas; (ii) R.S. Dag No. 647, corresponding to L.R. Dag No. 451 (2.375 Decimals out of 4.75 Decimals danga land); (iii) R.S. Dag No. 676, corresponding to L.R. Dag No. 460 (.25 Decimal out of .50 Decimal danga land); (iv) R.S. Dag No. 101 corresponding to L.R. Dag No. 462 (1.875 Decimals out of 3.75 Decimals Danga land); (v) R.S. Dag No. 96, corresponding to L.R. Dag No. 465 (.375 Decimal out of .75 Decimal danga land); (vi) R.S. Dag No. 404 corresponding to L.R. Dag No. 502 (0.75 Decimals out of 1.5 Decimals danga Land) of Mouza – Amtala, Pargana - Azimabad, Touzi No.395, J.L. No. 73, Police Station – Bishnupur, District: South 24-Parganas . The said Deed of Conveyance was registered in the Office of Additional District Sub-

Registrar at Falta and entered in Book No. I, Volume No. 1619-2015, Pages from 28800 to 28816, Being No. 161902769 for the year 2015.

AND WHEREAS by another Bengali Deed of Conveyance dated 20.11.2015 the said Mrs. Bansari Dutta purchased and become the owner in respect of **ALL THAT** piece and parcel of Sali land measuring 6.625 Decimals comprised in (i) R.S. and L.R. Dag No. 185, corresponding to L.R. Khatian No. 724 (1 decimal out of 51 Decimals) in Mouza-Kolaria, Pargana – Muragachha, Touzi No. 331/332, J.L. No. 133, R.S. No. 282 under Chaluari Gram Panchayet, Police Station – Bishnupur, District: South 24-Parganas; (ii) R.S. Dag No. 647, corresponding to L.R. Dag No. 451 (2.375 Decimals out of 4.75 Decimals danga land); (iii) R.S. Dag No. 676, corresponding to L.R. Dag No. 460 (.25 Decimal out of .50 Decimal danga land); (iv) R.S. Dag No. 101 corresponding to L.R. Dag No. 462 (1.875 Decimals out of 3.75 Decimals Danga land); (v) R.S. Dag No. 96, corresponding to L.R. Dag No. 465 (.375 Decimal out of .75 Decimal danga land); (vi) R.S. Dag No. 404 corresponding to L.R. Dag No. 502 (0.75 Decimals out of 1.5 Decimals danga Land) of Mouza – Amtala, Pargana - Azimabad, Touzi No.395, J.L. No. 73, Police Station – Bishnupur, District: South 24-Parganas. The said Deed of Conveyance was registered in the Office of Additional District Sub-Registrar at Falta and entered in Book No. I, Volume No.1619-2015, Pages from 28817 to 28833, Being No. 161902768 for the year 2015.

AND WHEREAS one Smt. Gita Dutta wife of Late Tulsi Charan Dutta was the recorded owner and absolutely seized and possessed and otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 30.749 decimals comprised in (i) R.S. Dag No. 676, under L.R. Dag No. 460 (0.50 Decimal out of danga land measuring 2 decimals), (ii) R.S. Dag No. 101, under L.R. Dag No. 462 (3.75 Decimal out of danga land measuring 15 decimals) (iii) R.S. Dag No. 647, under L.R. Dag No. 451 (4.75 Decimal out of danga land measuring 19 decimals), (iii) R.S. Dag No. 99, under L.R. Dag No. 452 (8.75 Decimal out of danga land measuring 35 decimals), (iv) R.S. Dag No. 96, under L.R. Dag No. 465 (0.75 Decimal out of danga land measuring 3 decimals), (v) R.S. Dag No. 100, under L.R. Dag No. 461 (10.75 Decimal

out of danga land measuring 43 decimals) and (vi) R.S. Dag No. 404, under L.R. Dag No. 502 (1.499 Decimal out of danga land measuring 42 decimals), under R.S. Khatian Nos.640 & 621, corresponding to L.R. Khatian Nos.6018, 6019, 6062, 6063, 1529, 3750, 3751, 3752 and 4590, of Mouza – Amtala, Touzi No. 395, J.L. No. 73, R.S. Nos. 14 & 17, Pargana – Azimabad, under Chandi Gram Panchayat, Police Station – Bishnupur, District: South 24-Parganas; together with all right of easement, amenities and facilities annexed thereto.

AND WHEREAS by virtue of a registered Bengali Deed of Gift dated 25.01.2016 the said Smt. Gita Dutta, wife of Late Tulsi Charan Dutta gifted and assign **ALL THAT** piece and parcel of land measuring 30.749 decimals comprised in (i) R.S. Dag No. 676, under L.R. Dag No. 460 (0.50 Decimal out of danga land measuring 2 decimals), (ii) R.S. Dag No. 101, under L.R. Dag No. 462 (3.75 Decimal out of danga land measuring 15 decimals) (iii) R.S. Dag No. 647, under L.R. Dag No. 451 (4.75 Decimal out of danga land measuring 19 decimals), (iii) R.S. Dag No. 99, under L.R. Dag No. 452 (8.75 Decimal out of danga land measuring 35 decimals), (iv) R.S. Dag No. 96, under L.R. Dag No. 465 (0.75 Decimal out of danga land measuring 3 decimals), (v) R.S. Dag No. 100, under L.R. Dag No. 461 (10.75 Decimal out of danga land measuring 43 decimals) and (vi) R.S. Dag No. 404, under L.R. Dag No. 502 (1.499 Decimal out of danga land measuring 42 decimals), of Mouza – Amtala, Touzi No. 395, J.L. No. 73, R.S. Nos. 14 & 17, Pargana – Azimabad, under Chandi Gram Panchayat, Police Station – Bishnupur, District: South 24-Parganas; together with all right of easement, amenities and facilities annexed thereto, unto and in favour of Mrs. Gopa Laha, wife of Late Bhanu Kumar Laha and Mrs. Sujata Das, wife of Sri Sanjoy Das. The said Deed of Gift was registered in the Office of Additional District Sub-Registrar at Bishnupur and entered in Book No. I, CD Volume No.1613-2016, Pages from 7075 to 7095, Being No.161300411, for the year 2016.

AND WHEREAS thereafter for better use and beneficial enjoyment of the aforesaid landed property of Mouza, namely, Amtala and Kolaria, the said Mrs. Gopa Laha and Mrs. Sujata Das herein jointly described as the First Party; the said Mr. Souvik Dutta and Mrs. Bansari Dutta

therein jointly described as the Second Party and other co-owners therein, of the said properties, namely, Smt. Santana Dutta, Sri Subrata Dutta, Sri Sarthak Dutta, Smt. Konika Dutta and Sri Partha Sarathi Dutta therein jointly described as the Third Party and Smt. Pampa Dutta, therein described as the Fourth Party amicably partitioned the same by metes and bounds by a registered Deed of Partition dated 24.10.2016. The said Deed of Partition was registered in the Office of Additional District Sub-Registrar at Falta and entered in Book No. I, Volume No. 1619-2016, Pages from 46014 to 46057, Being No. 161902816 for the year 2016.

AND WHEREAS by virtue of the said Deed of Partition dated 24.10.2016 the said Souvik Dutta and Bansari Dutta were jointly allotted 35.75 Decimals land comprised in L.R. Dag No. 451 (6.18 Decimals out of 19 Decimals danga land); L.R. Dag No. 460 (1.67 Decimals out of 2 Decimals danga land); L.R. Dag No.461 (23.15 Decimals out of 43 Decimals danga land) and L.R. Dag No. 502 (4.75 Decimals out of 42 Decimals danga land) in L.R. Khatian Nos. 6018, 6019, 6062, 6063, 1529, 3750, 3751, 3752 and 4590; R.S. Khatian Nos. 640 and 621 of Mouza – Amtala, Touzi No.395, J.L. No. 73, R.S. No. 14, within Chandi Gram Panchayet, Police Station – Bishnupur, District: South 24-Parganas apart from 2 Decimals Sali land in R.S. & L.R. Dag No.185, L.R. Khatian No. 724 of Mouza – Kolaria, J.L. No. 133 under Chaluria Gram Panchayet, District: South 24-Parganas.

AND WHEREAS the said Souvik Dutta and Bansari Dutta are thus well seized and possessed of the said 35.75 Decimals land comprised in L.R. Dag NO. 451 (6.18 Decimals danga land); L.R. Dag No. 460 (1.67 Decimal danga land); L.R. Dag No. 461 (23.15 Decimal danga land); L.R. Dag No. 502 (4.75 Decimal danga land) in L.R. Khatian No. 6062 and 6063, Mouza – Amtala, Pargana - Azimabad, Touzi No. 395, J.L. No. 73, R.S. No. 14, within Chandi Gram Panchayet, Police Station – Bishnupur, District: South 24-Parganas and are absolutely entitled to the same.

AND WHEREAS by virtue of the said Deed of Partition dated 24.10.2016, the said Gopa Laha and Sujata Das were jointly allotted 30.75 Decimals land comprised in (i) L.R. Dag No. 460 (0.33 Decimal

out of danga land measuring 2 decimals), (ii) L.R. Dag No. 461 (7.17 Decimal out of danga land measuring 43 decimals) (iii) L.R. Dag No. 462 (15 Decimal out of danga land measuring 15 decimals), (iii) L.R. Dag No. 465 (3 Decimal out of danga land measuring 3 decimals), (iv) L.R. Dag No. 502 (5.25 Decimal out of danga land measuring 42 decimals), under R.S. Khatian Nos.640 & 621, corresponding to L.R. Khatian Nos.6018, 6019, 6062, 6063, 1529, 3750, 3751, 3752 and 4590, of Mouza – Amtala, Touzi No. 395, J.L. No. 73, R.S. Nos. 14 & 17, Pargana – Azimabad, under Chandi Gram Panchayat, Police Station – Bishnupur, District: South 24-Parganas, which has been morefully described in Schedule – “Ka” of the said Deed of Partition dated 24.10.2016 shown as Plot No. A delineated with “RED” Border, together with all right of easement, amenities and facilities annexed thereto.

AND WHEREAS the said Gopa Laha and Sujata Das are thus well seized and possessed of the said 30.75 Decimals land comprised in (i) L.R. Dag No. 460 (0.33 Decimal out of danga land measuring 2 decimals), (ii) L.R. Dag No. 461 (7.17 Decimal out of danga land measuring 43 decimals) (iii) L.R. Dag No. 462 (15 Decimal out of danga land measuring 15 decimals), (iii) L.R. Dag No. 465 (3 Decimal out of danga land measuring 3 decimals), (iv) L.R. Dag No. 502 (5.25 Decimal out of danga land measuring 42 decimals), under R.S. Khatian Nos.640 & 621, corresponding to L.R. Khatian Nos.6018, 6019, 6062, 6063, 1529, 3750, 3751, 3752 and 4590, of Mouza – Amtala, Touzi No. 395, J.L. No. 73, R.S. Nos. 14 & 17, Pargana – Azimabad, under Chandi Gram Panchayat, Police Station – Bishnupur, District: South 24-Parganas and are absolutely entitled to the same.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 12.06.2018, the said Souvik Dutta and Bansari Dutta represented by their constituted attorney namely, Mr. Siddhartha Shankar Dutta, jointly sold, transferred and conveyed **ALL THAT** piece and parcel of demarcated land measuring 8.73 Decimals comprised in (i) L.R. Dag No. 460 (0.87 decimals Danga land), (ii) L.R. Dag No. 461 (6.31 decimals Danga land), (iii) L.R. Dag No. 502 (1.55 decimals Danga land), out of land measuring 35.75 decimals, under L.R. Khatian Nos. 6062 & 6063, in Mouza-Amtala, Touzi No. 395, J.L. No. 73, R.S. No. 14, Pargana –

Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, unto and in favour of Anil Kumar Agarwal (HUF), represented by its Karta Anil Kumar Agarwal. The said Deed of Conveyance was registered in the Office of District Sub-Registrar – IV at Alipore and entered in Book No. I, Volume No. 1604-2018, Pages from 108752 to 108793, Being No. 160403687 for the year 2018.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 12.06.2018 the said Souvik Dutta and Bansari Dutta represented by their constituted attorney namely, Mr. Siddhartha Shankar Dutta, jointly sold, transferred and conveyed **ALL THAT** piece and parcel of demarcated land measuring 8.73 Decimals comprised in (i) L.R. Dag No. 460 (0.28 decimals Danga land), (ii) L.R. Dag No. 461 (6.80 decimals Danga land), (iii) L.R. Dag No. 502 (1.65 decimals Danga land), out of land measuring 35.75 decimals, under L.R. Khatian Nos. 6062 & 6063, in Mouza-Amtala, Touzi No. 395, J.L. No. 73, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, unto and in favour of Om Prakash Agarwal (HUF), represented by its Karta Om Prakash Agarwal (since deceased). The said Deed of Conveyance was registered in the Office of District Sub-Registrar – IV at Alipore and entered in Book No. I, Volume No. 1604-2018, Pages from 108794 to 108834, Being No. 160403688 for the year 2018.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 12.06.2018 the said Souvik Dutta and Bansari Dutta represented by their constituted attorney namely, Mr. Siddhartha Shankar Dutta, jointly sold, transferred and conveyed **ALL THAT** piece and parcel of demarcated land measuring 8.73 Decimals comprised in (i) L.R. Dag No. 460 (0.52 decimals Danga land), (ii) L.R. Dag No. 461 (6.66 decimals Danga land), (iii) L.R. Dag No. 502 (1.55 decimals Danga land), out of land measuring 35.75 decimals, under L.R. Khatian Nos. 6062 & 6063, in Mouza-Amtala, Touzi No. 395, J.L. No. 73, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet,

District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, unto and in favour of Baijnath Agarwal (HUF), represented by its Karta Baijnath Agarwal. The said Deed of Conveyance was registered in the Office of District Sub-Registrar – IV at Alipore and entered in Book No. I, Volume No. 1604-2018, Pages from 108835 to 108876, Being No. 160403689 for the year 2018.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 12.06.2018 the said Gopa Laha and Sujata Das represented by their constituted attorney namely, Mr. Siddhartha Shankar Dutta, jointly sold, transferred and conveyed **ALL THAT** piece and parcel of demarcated land measuring 4.50 Decimals comprised in (i) L.R. Dag No. 462 (3.26 decimals Danga land), (ii) L.R. Dag No. 465 (0.48 decimals Danga land), (iii) L.R. Dag No. 502 (0.76 decimals Danga land), under L.R. Khatian Nos. 6018 & 6019, in Mouza-Amtala, Touzi No. 395, J.L. No. 73, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, unto and in favour of Surendra Agarwal (HUF), represented by its Karta Surendra Kumar Agarwal. The said Deed of Conveyance was registered in the Office of District Sub-Registrar – IV at Alipore and entered in Book No. I, Volume No. 1604-2018, Pages from 108877 to 108914, Being No. 160403690 for the year 2018.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 12.06.2018 the said Gopa Laha and Sujata Das represented by their constituted attorney namely, Mr. Siddhartha Shankar Dutta, jointly sold, transferred and conveyed **ALL THAT** piece and parcel of demarcated land measuring 4.50 Decimals comprised in (i) L.R. Dag No. 462 (3.26 decimals Danga land), (ii) L.R. Dag No. 465 (0.48 decimals Danga land), (iii) L.R. Dag No. 502 (0.76 decimals Danga land), under L.R. Khatian Nos. 6018 & 6019, in Mouza-Amtala, Touzi No. 395, J.L. No. 73, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, unto and in favour of Sourav Agarwal. The said Deed of Conveyance

was registered in the Office of District Sub-Registrar – IV at Alipore and entered in Book No. I, Volume No. 1604-2018, Pages from 110174 to 110209, Being No. 160403691 for the year 2018.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 12.06.2018 the said Gopa Laha and Sujata Das represented by their constituted attorney namely, Mr. Siddhartha Shankar Dutta, jointly sold, transferred and conveyed **ALL THAT** piece and parcel of demarcated land measuring 4.50 Decimals comprised in (i) L.R. Dag No. 461 (0.62 decimals Danga land), (ii) L.R. Dag No. 462 (3.00 decimals Danga land), (iii) L.R. Dag No. 502 (0.76 decimals Danga land), under L.R. Khatian Nos. 6018 & 6019, in Mouza-Amtala, Touzi No. 395, J.L. No. 73, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, unto and in favour of Rabindra Agarwal (HUF), represented by its Karta Rabindra Agarwal. The said Deed of Conveyance was registered in the Office of District Sub-Registrar – IV at Alipore and entered in Book No. I, Volume No. 1604-2018, Pages from 110466 to 110504, Being No. 160403692 for the year 2018.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 04.07.2018 the said Gopa Laha and Sujata Das represented by their constituted attorney namely, Mr. Siddhartha Shankar Dutta, jointly sold, transferred and conveyed **ALL THAT** piece and parcel of demarcated land measuring 4.50 Decimals comprised in (i) L.R. Dag No. 462 (3.26 decimals Danga land), (ii) L.R. Dag No. 465 (0.48 decimals Danga land), (iii) L.R. Dag No. 502 (0.76 decimals Danga land), under L.R. Khatian Nos. 6018 & 6019, in Mouza-Amtala, Touzi No. 395, J.L. No. 73, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, unto and in favour of Anup Kumar Agarwal (HUF), represented by its Karta Anup Kumar Agarwal. The said Deed of Conveyance was registered in the Office of District Sub-Registrar – IV at Alipore and entered in Book No. I, Volume No. 1604-2018, Pages from 156876 to 156911, Being No. 160404324 for the year 2018.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 04.07.2018 the said Gopa Laha and Sujata Das represented by their constituted attorney namely, Mr. Siddhartha Shankar Dutta, jointly sold, transferred and conveyed **ALL THAT** piece and parcel of demarcated land measuring 4.50 Decimals comprised in (i) L.R. Dag No. 461 (1.30 decimals Danga land), (ii) L.R. Dag No. 462 (1.96 decimals Danga land), (iii) L.R. Dag No. 465 (0.48 decimals Danga land) and (iv) L.R. Dag No. 502 (0.76 decimals Danga land), under L.R. Khatian Nos. 6018 & 6019, in Mouza-Amtala, Touzi No. 395, J.L. No. 73, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, unto and in favour of Mrs. Monika Agarwal. The said Deed of Conveyance was registered in the Office of District Sub-Registrar – IV at Alipore and entered in Book No. I, Volume No. 1604-2018, Pages from 157182 to 157218, Being No. 160404325 for the year 2018.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 04.07.2018 the said Gopa Laha and Sujata Das represented by their constituted attorney namely, Mr. Siddhartha Shankar Dutta, jointly sold, transferred and conveyed **ALL THAT** piece and parcel of demarcated land measuring 8.25 Decimals comprised in (i) L.R. Dag No. 460 (0.33 decimals Danga land), (ii) L.R. Dag No. 461 (5.87 decimals Danga land), (iii) L.R. Dag No. 465 (0.60 decimals Danga land) and (iv) L.R. Dag No. 502 (1.45 decimals Danga land), under L.R. Khatian Nos. 6018 & 6019, in Mouza-Amtala, Touzi No. 395, J.L. No. 73, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, unto and in favour of Mrs. Bela Agarwal. The said Deed of Conveyance was registered in the Office of District Sub-Registrar – IV at Alipore and entered in Book No. I, Volume No. 1604-2018, Pages from 157219 to 157255, Being No. 160404326 for the year 2018.

AND WHEREAS by virtue of aforesaid properties the present owners got their names mutated in the records of B.L. & L.R.O. Government of West Bengal, under (i) L.R. Khatian No. 6672, in R.S. & L.R. Dag Nos.

461, 462, 465 & 502 containing in total land measuring 5 decimals in the name of Monika Agarwal; (ii) L.R. Khatian No. 6665, in R.S. & L.R. Dag Nos. 460, 461, 465 & 502 containing in total land measuring 7 decimals in the name of Bela Agarwal; (iii) L.R. Khatian No. 6668, in R.S. & L.R. Dag Nos. 460, 461 & 502 containing in total land measuring 8 decimals in the name of Brijnath Agarwal (HUF); (iv) L.R. Khatian No. 6667, in R.S. & L.R. Dag Nos. 460, 461 & 502 containing in total land measuring 8 decimals in the name of Om Prakash Agarwal (HUF); (v) L.R. Khatian No. 6660, in R.S. & L.R. Dag Nos. 462, 465 & 502 containing in total land measuring 4 decimals in the name of Sourav Agarwal; (vi) L.R. Khatian No. 6670, in R.S. & L.R. Dag Nos. 462, 465 & 502 containing in total land measuring 4 decimals in the name of Surendra Agarwal (HUF); (vii) L.R. Khatian No. 6671, in R.S. & L.R. Dag Nos. 461, 462, 465 & 502 containing in total land measuring 3 decimals in the name of Rabindra Agarwal (HUF); (viii) L.R. Khatian No. 6664, in R.S. & L.R. Dag Nos. 462, 465 & 502 containing in total land measuring 4 decimals in the name of Anup Kumar Agarwal (HUF) and (ix) L.R. Khatian No. 6666, in R.S. & L.R. Dag Nos. 460, 461 & 502 containing in total land measuring 7 decimals in the name of Anil Kumar Agarwal (HUF).

AND WHEREAS the owners executed an Agreement and formed an Association of Persons dated 01.09.2019 named as MMRG Group, having its registered Office at 45B, Orphangunge Market, Police Station : Khidirpore, Kolkata – 700 023, represented by its Chairman Mr. Om Prakash Agarwal (since deceased) to acts for and on behalf of MMRG Group. The owners contributed their share of land to the MMRG Group as initial capital at the time of formation of MMRG Group.

AND WHEREAS after the demise of Om Prakash Agarwal his son namely, Shashank Agarwal has been Authorized by the owners as Chairman of MMRG Group and to do draft and execute a suitable agreement and have authorized him along with the members as mentioned in the above Agreement of Association of Persons to carry on business as estate agent housing and land agent, property dealers and estate managers and to collect rents, repair, look after and manage immovable properties of or for any persons, firms and companies,

governments and states as well as this company, to give, take, let and sublet and to carry out under taking supervising, building, constructing, altering, improving, demolishing and repairing operations and all other works and operations in connection with immovable estates and properties.

AND WHEREAS the owners also obtained Conversion Certificate from Danga to Bastu from Office of the Block Land & Land Reforms Officer, Bishnupur II, South 24-Parganas in terms of the provisions of Section 4C of the West Bengal Land Reforms Act, 1955 vide Case Nos. CN/2019/1605/846 dated 27.08.2019; CN/2019/1605/911 dated 19.09.2019; CN/2019/1605/845 dated 27.08.2019; CN/2019/1605/847 dated 27.08.2019; CN/2019/1605/841 dated 27.08.2019; CN/2019/1605/645 dated 26.06.2019; CN/2019/1605/844 dated 27.08.2019; CN/2019/1605/927 dated 20.09.2019 and CN/2019/1605/926 dated 20.09.2019.

AND WHEREAS by virtue of purchase the present owners owned and possessed **ALL THAT** piece and parcel of Bastu land measuring 34 Cottahs 7 Chittacks 8 Square Feet, be the same or a little more or less lying and situated in R.S. & L.R. Dag Nos. 460, 461, 462, 465 & 502, under R.S. Khatian No. 640, corresponding to L.R. Khatian Nos. 6670, 6664, 6666, 6660, 6668, 6665, 6667, 6671 & 6672, of Mouza – Amtala, J.L. No. 73, Touzi No. 395, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto.

AND WHEREAS the said MMRG Group in its name got a sanctioned building plan from the Zilla Parisad, South 24-Parganas being Building Permit No.621/731/KMDA dated 31.03.2022 (hereinafter referred to as the ***“Sanction Plan”***) for construction of two ground plus four storied building with two Blocks being No. Block-1 & Block – 2, upon the said property.

AND WHEREAS the said Owners are now desirous of developing the said property by constructing thereupon a ground plus two four storied building having two Blocks - Block-1 & Block – 2, in accordance with the building sanction plan approved by the Zilla Parishad, South 24

Parganas for construction of the building of the said property at the costs and expenses of the Developer.

AND WHEREAS MMRG Group undertakes to construct the buildings upon the said property in accordance with the sanctioned plan approved by the Zilla Parishad at its cost and expenses and on the basis of the sanction plan, and with the consent and approval of the owners, the construction of the building has been started.

AND WHEREAS the owners and the Developer have executed Development Agreement with Development Power of Attorney dated 13.09.2024 in respect of **ALL THAT** piece and parcel of Bastu land measuring 34 Cottahs 7 Chittacks 8 Square Feet, be the same or a little more or less lying and situated in R.S. & L.R. Dag Nos. 460, 461, 462, 465 & 502, under R.S. Khatian No. 640, corresponding to L.R. Khatian Nos. 6670, 6664, 6666, 6660, 6668, 6665, 6667, 6671 & 6672, of Mouza – Amtala, J.L. No. 73, Touzi No. 395, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, to construct the building as per sanctioned building plan approved by the Zilla Parishad, South 24-Parganas and to acts, deeds and things in respect of Developer's Allocation and Owners' Allocation and other terms and conditions mentioned in the said Development Agreement. The said Development Agreement with Development Power of Attorney was registered in the Office of the District Sub-Registrar II at Alipore and entered in Book No. I, Volume No. 1602-2024, Page Nos. 433803 to 433863, Being No. 0160212981, for the year 2024.

AND WHEREAS in terms of the Development Agreement, the Developer started construction of the building having two blocks being Block No. 1 & 2 namely, "**MMRG OM RESIDENCY**", which is under construction upon **ALL THAT** piece and parcel of Bastu land measuring **34 (thirty four) Cottahs 7 (seven) Chittacks 8 (eight) Square Feet**, be the same or a little more or less, lying and situated in R.S. & L.R. Dag Nos. 460, 461, 462, 465 & 502, under R.S. Khatian No. 640, corresponding to L.R. Khatian Nos. 6670, 6664, 6666, 6660, 6668, 6665, 6667, 6671 & 6672, of Mouza – Amtala, J.L. No. 73, Touzi No. 395, R.S. No. 14,

Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, together with all right of easement, facilities and amenities annexed thereto, District Sub-Registration Office at Alipore and Additional District Sub-Registration office at Bishnupur, District : South 24 Parganas, hereinafter referred to as the “**Said Premises**”.

AND WHEREAS during the construction of the said building, out of the allocated part and/or portion of the Developer, the Developer declared to sell **ALL THAT** a self contained flat, being Flat No.____ measuring _____ **square feet carpet area**, _____ Square Feet built-up area, be the same or a little more or less, (_____ **Square Feet Super built-up area**), on the _____ side of the _____ **Floor** and one car parking space measuring _____ Square Feet, be the same or a little more or less, on the **Ground Floor** of the building together with undivided proportionate share of the land underneath the building including right of easements, common facilities and amenities annexed thereto to the intending buyer(s).

AND WHEREAS being aware of such intention of the Developer, the Purchaser approached the Developer for purchasing the afore flat and car parking space of its allocation and after inspecting the sanctioned building plan, its measurement, dimensions, documents of chain of title deeds and other muniments has agreed to purchase the Units in the said building and the Developer has agreed to sell **ALL THAT** a self contained flat, being Flat No.____ measuring _____ **square feet carpet area**, _____ Square Feet built-up area, be the same or a little more or less, (_____ **Square Feet Super built-up area**), on the _____ side of the _____ **Floor** and one car parking space measuring _____ Square Feet, be the same or a little more or less, on the **Ground Floor** of the building specifically described in **SCHEDULE-“B”** hereunder written **TOGETHER WITH** undivided proportionate impartible share and/or interest in the land comprised in the said premises and attributable to the said flat and car parking space and the common areas, portions and facilities and amenities in the said building (hereinafter collectively referred to as the “**Said Unit**”).

AND WHEREAS on negotiation between the Developer and the Purchasers, the price for the Unit has been settled at a total sum of

Rs. _____/- (Rupees _____) only. The price mentioned as aforesaid for the Unit includes undivided proportionate share of the land and the properties appurtenances thereto. The Developer and the Purchasers executed an Agreement for Sale dated _____ in respect of the Unit.

AND WHEREAS the Purchaser has paid the entire consideration money to the Developer and the Developer delivered possession thereof to the Purchaser and the Developer hereby execute the Deed of Conveyance in respect of the Unit together with undivided impartible proportionate share of the land including all common areas, portions, easement rights, facilities and amenities annexed thereto in favour of the Purchaser.

NOW THIS INDENTURE WITNESSETH as follows:-

- I. In pursuance of the Agreement for Sale dated _____ and in consideration of the said sum of Rs. _____/- (Rupees _____) only paid by the Purchaser to the Developer on or before the execution of these presents (the receipt whereof the Developer do hereby as well as by the receipt hereunder written granted, admit, acknowledge and confirm and of and from the same and every part thereof, the Owners and the Developer do and each of them doth hereby forever acquit, release, exonerate and discharge the undivided impartible proportionate share or interest in the land also the Unit unto the Purchaser) and the Owners as well as the Developer doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser **ALL THAT** the undivided proportionate impartible share and/or interest in the land comprised in the said premises morefully described in the **SCHEDULE "A"** hereunder written as well as the Unit morefully described in **SCHEDULE-"B"** hereunder written of the said building **AND TOGETHER WITH** the right to use the common areas, portions, facilities, amenities and installations in the said Building morefully described in the **SCHEDULE "C"** hereunder written in common with the Co-Owners and/or occupiers of the other flats/units in the said Building (which is hereinafter called "**THE SAID UNDIVIDED SHARE**") **AND TOGETHER WITH** all easements or quasi-easements or other stipulations or provisions for the beneficial use and house rule of

the Unit more fully described in the **SCHEDULE "D"** hereunder written subject to the common expenses morefully described in the **SCHEDULE-"E"** hereunder written and the rights appurtenant thereto **AND** reversion or reversions, remainder or remainders and the rents, issues and profits of and in connection with the Unit and the said undivided share **AND** all the estate, right, title interest, profits, claim and demand whatsoever both at law and in equity of the Owners into and/or upon the said undivided share and the undivided proportionate share or interest in the common portions respectively and every part thereof and all deeds, documents, writings and evidences of title exclusively relating to or concerning and rights appurtenant thereto **TO HAVE AND TO HOLD** the Unit and the said undivided share **AND TOGETHER WITH** the said undivided proportionate impartible share and interest into and upon the said land at the said premises proportionate to the Unit hereby conveyed, transferred and assigned unto and to the use of the Purchaser or any part or parcel thereof and the common areas and facilities and the rights appurtenant thereto herein comprised and hereby sold, granted, transferred, conveyed, assured and assigned and confirmed and every part or parts thereof in respect of the Unit and the said undivided share and the common areas, portions and facilities **AND TOGETHER WITH** the right appurtenant thereto respectively and every of his respective rights, liberties and appurtenances whatsoever unto the Purchaser absolutely and forever free from all encumbrances trust liens and attachments whatsoever and all and every manner or former or other right, liberties, easements or quasi easements privileges profits appendages and appurtenances whatsoever standing and being in and upon or belonging or in anywise appertaining to the said premises hereby conveyed in connection with the beneficial use and enjoyment of the Unit and the said undivided share.

II. **THE OWNERS AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER** as follows :-

- a) That notwithstanding any act, deed, matter or thing whatsoever heretofore done committed or knowingly suffered by the Owners and the Developer to the contrary, the Owners are lawfully and absolutely

seized and possessed of and/or otherwise well and sufficiently entitled to the said proportionate undivided share in the said land and the Developer is lawfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled the Unit hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.

- b) That the Developer has rightful power and absolute and indefeasible authority to sell, grant, transfer and convey the Unit and the Owners have full power and absolute authority to sell, grant, transfer and convey undivided impartible proportionate share in the said land unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these present.
- c) That it shall be lawful for the Purchaser at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said proportionate undivided share in the said land and the Unit and receive the rents issues and profits thereof without any unlawful eviction interruption hindrance disturbance claim or demand whatsoever from or by the Owners or the Developer or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said proportionate undivided share in the said land and the Unit. The Owners and Developer indemnifies the purchase against all charges, lispens and/or encumbrances whatsoever made or suffered by the Owners and/or the Developer.
- d) That the Owners and the Developer all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said proportionate share in the said land and the Unit from through or under or in trust for the Owners and the Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the Unit hereby sold granted transferred conveyed assigned and

assured and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

- e) That the Owners shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser produce or cause to be produced before the Purchaser or his Tribunal, Board, Authority or Firm for inspection or otherwise as occasion shall require the Deeds and Writings in connection with the said land so long as the same shall remain with the Owners and shall also at the like request and costs deliver to the Purchaser such attested or other copies of or extracts there from as the Purchaser may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe whole unobliterated and uncanceled.
- f) That the Developer hereby further declare that he has no right, title and interest whatsoever in the Unit so constructed by himself for and on behalf and at the cost of the Purchaser upon the said land comprised in the said premises.
- g) That the Owners or the Developer have not done and/or shall not do anything or make any grant or term whereby the right of the Purchaser here under may be prejudicially affected and shall make do all such acts, deeds and things as may be necessary to assure the rights available to the Purchaser.
- h) That the Purchaser shall have exclusive and free right to sell, lease, gift, mortgage, transfer and/or assigns the Unit in any manner whatsoever.
- i) That the Owners and the Developer shall help and assist the Purchaser in mutating his name in the records of the Chandi Gram Panchayet and other authorities in respect of the Unit.
- j) That the Owners and the Developer shall duly fulfill and perform all their obligations and covenants elsewhere and herein expressly contained.
- k) The Developer hereby agrees and covenants with the Purchaser that all repairs and/or other rectification work shall be executed by the Developer within a period of 12 months after handing over possession

of the Unit to the Purchaser. If there is any Material damage and/or malfunctions, caused by any act directly attributable to the Purchaser, the same shall have to be remedied by the Purchaser or shall be charged as extra by the Developer.

III. **THE PURCHASER DO HEREBY COVENANTS WITH THE OWNERS AND THE DEVELOPER** as follows :-

- a) That the Purchaser has inspected the building and the Unit and only after being fully satisfied about the title, quality, workmanship, measurements, all features and without reserving any claim in this regard in future, completing the purchase hereunder.
- b) That the Purchaser has received peaceful vacant possession of the Unit in complete satisfaction.
- c) That the Purchaser shall perform and observe the covenants and obligations required to be observed and performed and shall also pay costs, expenses, outgoing and obligations mentioned in the **SCHEDULE "E"** hereunder.
- d) That the Purchaser shall all times hereafter make payment of all municipal taxes and other rates, taxes, impositions and outgoing arising from the date of handing over possession and that may be imposed from time to time or become payable in respect of the Unit.
- e) That the Purchaser shall permit the Owners of other flats/ apartments and his surveyors or agents with or without workmen and others at all reasonable times on prior appointment to enter into and upon the Unit for the purpose of repairing making, reinstalling, rebuilding, cleaning, lighting and keeping in order and good conditions and sewers, drains, pipes, cables, water courses, structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down maintaining, repairing, restoring, testing water pipes, electrical wires and cables for other similar purpose.
- f) That the Purchaser shall keep the Unit in good substantial repair and conditions so as to support and protect the other parts of the said building as she now enjoy.

- g) That the Purchaser shall regularly and punctually on receipt of the bills pay the electricity charges on account of the electricity as may be consumed for the Unit and as may be shown recorded in the meter installed at the space of the ground floor to record consumption of electricity at the Unit.
- IV. The Purchaser or any other person occupies the Unit shall observe and perform the rules and regulations relating to the protection, management and maintenances of the said building.

THE SCHEDULE “A” ABOVE REFERRED TO

(Description of the said premises)

ALL THAT piece and parcel of Bastu land measuring **34 (thirty four) Cottahs 7 (seven) Chittacks 8 (eight) Square Feet**, be the same or a little more or less, whereupon building having two blocks being Block No. 1 & 2 namely, “**MMRG OM RESIDENCY**”, which is under construction lying and situated in R.S. & L.R. Dag Nos. 460, 461, 462, 465 & 502, under R.S. Khatian No. 640, corresponding to L.R. Khatian Nos. 6670, 6664, 6666, 6660, 6668, 6665, 6667, 6671 & 6672, of Mouza – Amtala, J.L. No. 73, Touzi No. 395, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District Sub-Registration Office at Alipore and Additional District Sub-Registration office at Bishnupur, District : South 24 Parganas, together with all right of easements, facilities and amenities annexed thereto, which is butted and bounded:-

<u>ON THE NORTH BY</u>	:	Others Property;
<u>ON THE SOUTH BY</u>	:	Others Property;
<u>ON THE EAST BY</u>	:	21 feet wide Panchayet Road;
<u>ON THE WEST BY</u>	:	Others Property;

THE SCHEDULE “B” ABOVE REFERRED TO

(Description of the Unit agreed to be sold)

ALL THAT a self contained flat, being Flat No._____ measuring _____ **square feet carpet area**, _____ Square Feet built-up area, be the same or a little more or less, (_____ **Square Feet Super built-up area**), on the _____ side of the _____ **Floor** and one car parking space measuring _____ Square Feet, be the same or a little more or less, on the **Ground Floor** of the building together with the undivided

proportionate share of the land mentioned in **SCHEDULE-A** hereinabove along with rights of easements, common areas, facilities and amenities annexed thereto, lying and situated in R.S. & L.R. Dag Nos. 460, 461, 462, 465 & 502, under R.S. Khatian No. 640, corresponding to L.R. Khatian Nos. 6670, 6664, 6666, 6660, 6668, 6665, 6667, 6671 & 6672, of Mouza – Amtala, J.L. No. 73, Touzi No. 395, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District Sub-Registration Office at Alipore and Additional District Sub-Registration office at Bishnupur, District : South 24 Parganas. The Unit is delineated with “**RED**” border in the plan annexed and the plan should be treated as part of the Agreement.

THE SCHEDULE “C” ABOVE REFERRED TO

(Common Areas/ Portions)

A: Areas: (a) Open and/or covered paths and passages (and not any other vacant land), (b) Lift & Stair Lobbies and Staircases, (c) The Open Roof and/or Terrace on the Top floor of the New Building/s, (d) Stair Head Room, (e) Lift Machine Room and Lift Well, (f) Boundary walls and main gates of the Project (g) Children Play Area (h) Common Toilet on the ground floor, (i) Durwan /Guard/Caretaker’s Room, (j) Electrical Meter Room (k) Community Hall (l) Residents’ Club if any and other areas provided for common use of all the residents of the project.

Water, Drainage and Plumbing: (a) UGR/OHT (b) All pipes and fittings for water supply (save those inside any Flat,) (d) Deep Tube Well, (e) Water Treatment Plant (if any) (f) all the pipes and fittings provided for sewage and drainage line including connection to the main drain.

Fire Fighting System: All the pipes, valves and fittings, pumps and other equipment provided for fire fighting.

Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Electrical installations relating to meter for receiving electricity from CESC Ltd., (c) Pump and Motor, (d) Lift with all its installations, (e) Diesel Generator Set with its installations, backup power to each unit (s) Intercom /CCTV.

(a) Drains, Sewers and pipes, (b) Drainage connection with KMC.

Others: Other common area and installations and/or equipment as may be provided in the project, which are not included in the above said schedule for common use and enjoyment.

B: Amenities & Features

- Air Condition Community Hal .
- Roof top swimming pool.
- Residents' Club.
- Yoga/Mediation Section on the terrace.
- Elevators
- Walking track.
- Fire Fighting System as per Fire Norms and Recommendations.
- Power Backup (Diesel Generator)
- CCTV
- Guard Room
- Open and Covered Car Parking
- STP

THE SCHEDULE "D" ABOVE REFERRED TO
(House Rules)

The Purchaser binds himself and covenants to abide by the following rules, regulations and restrictions:

1. To use the Said Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Developer first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Said Unit or any activity which may cause nuisance or annoyance to the Co-owners.
2. That unless the right of parking is expressly granted, the Purchaser shall not park any motor car, tow wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever.
3. In case the Purchaser has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
 - i) The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay default.
 - ii) The Purchaser shall not park any motor car, two-wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
 - iii) The Purchaser shall use the Parking Facility, only for the purposes

of parking of his medium sized motor car that could comfortably fit in the allotted parking spaces and/or two-wheeler as the case may be.

- iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep or servants, drivers or any person whosoever.
 - v) The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - vi) The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Said Unit nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
 - vii) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
 - viii) Any use of the Mechanical Parking System by the Purchaser Co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Developer and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.
4. In case the facilities pertaining to Play Area, gym and Plunge pool as if available and provided the Purchaser binds himself and agrees as follows: -
- i) The said facilities may be used by the Purchaser and its family members residing at the Said Unit in common with other persons who may be permitted by the Maintenance-in-Charge. In case any visitor or guest of the Purchaser desires to avail such facilities, the Purchaser shall obtain a written consent from the Maintenance In-Charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

- ii) The Purchaser shall comply with all rules and regulations as framed by the Maintenance In-Charge for proper management and use thereof. It is expressly agreed and clarified that the use of the said facilities shall be done by the Purchaser using due care and caution and the role of the Developer shall be only to provide the initial infrastructure and appoint agencies specializing in the relevant tasks. The Purchaser shall not hold the Developer liable in any manner for any accident or damage while enjoying any such facilities by the Purchaser or his family members or any other person. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the separate additional charges as prescribed by the Developer or the Maintenance In-Charge from time to time for use of the Community Hall for hosting his private functions or ceremonies, if permitted by the Developer or the Maintenance In-Charge in writing and the Developer or the Maintenance In-Charge shall be at liberty to refuse the same without assigning any reason thereof.
- 5. The use of the Common Areas including but not limited to the recreation Facility shall be done by the Purchaser using due care and caution and the role of the Developer shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Owners or the Developer liable in any manner for any accident or damage while enjoying the Common Areas including any recreation other Facilities by the Purchaser or his family members or any other persons. In doing and carrying out the said fit out works, the Purchaser shall be obliged to adhere to the following:
- 6. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage there from or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that

too subject to the terms and conditions and rules and regulations applicable thereto.

8. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Said Unit PROVIDED HOWEVER THAT nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Apartment. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Said Unit save that the Purchaser shall have the right install window/split air-conditioners at the place/s provided therefore in the said Apartment.
9. To apply for and obtain at his own costs separate assessment and mutation of the Said Unit in the records of appropriate authority within 06 (six) months from the date of possession.
10. Not to partition or sub-divide the Said Unit nor to commit or permit to be committed any form of alteration or changes in the Said Unit or in the beams, columns, pillars of the Said Buildings passing through the Said Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.
11. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Developer or the Association differs from the colour scheme of the buildings or deviation of which in the opinion of the Developer or the Association may affect the elevation in respect of the exterior walls of the buildings.
12. In case any Open Terrace be attached to any Said Unit then the same shall be a right appurtenant to such Said Unit and the right of use and enjoyment thereof shall always travel with such Said Unit and the following rules terms conditions and covenants shall be applicable on

the Purchaser thereof in relation thereto.

- i) The Purchaser thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Said Unit owned by such Purchaser in the said buildings).
 - ii) The Purchaser thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including Shamianas, etc.
 - iii) The Purchaser thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
 - iv) Not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
13. Not to use the ultimate roof of the Buildings or the Common Areas for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.
14. Not to install or keep or operate any generator in the Said Unit or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Said Unit is situate or in any other common areas of the Said Building or the said Land save the battery operated inverter inside the said Apartment.
15. Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
16. To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Said Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particulars and without prejudice to the generality to the foregoing, the Co-owners shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the

purpose of making changing or repairing the concealed wiring and piping or otherwise.

17. Not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/ corridors/loft room/garden etc.
18. No bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
19. To allow the Maintenance In-Charge and its authorized representatives with or without workmen to enter into and upon the Said Unit at all reasonable times for construction and completion of the Said Buildings and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Said Unit within seven days of giving of a notice in writing by the Maintenance In-Charge to the Purchaser there about.
20. To use the Common Areas only to the extent required for ingress to and egress from the Said Unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owner and the Developer and all other persons entitled thereto.
21. To install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Said Unit free from all hazards relating to fire.
22. To keep the Said Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and conditions so as to support shelter and protect the other units/parts of the Said Buildings and not to do or cause to be done anything in or around the Said Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Said Apartment.
23. Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Said Building or may cause any increase in the premium payable in respect thereof.

24. Not to commit or permit to be committed any alteration or changes in, or draw from outside the Said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Said Unit and any other Unit in or portion of the Project.
25. To co-operate with the Maintenance In-Charge in the management maintenance control and administration of the Project and the said Land and other Common Purposes.
26. Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waster therein or in the Common Areas and the said Land.
27. To maintain at his own costs, the Said Unit and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Zilla Parishad, WBSEDCL Limited, Fire Service Authorities, Pollution Control Authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Said Unit as well as the user operation and maintenance of lifts, generators tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
28. Not to alter the outer elevation or façade or color scheme of the Said Buildings (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Developer as aforesaid nor decorate nor affix any neon-sign, sign board or other things on the exterior of the Said Building otherwise than in the manner agreed by the Maintenance In-Charge in writing or in the manner as near as may be in which it was previously decorated.
29. Not to install grills the design of which have not been suggested or approved by the Developer or the Architects. It may be installed by Developer at the cost of the purchaser.

30. Not to slaughter or kill any animal in any area (including common areas/parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
31. Not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony/terraces etc., nor cover the same in any manner, including Shamianas, etc.
32. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna, on any space not demarcated by the Developer.
33. Not to use the Said Unit or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
34. To allow and permit the Developer the following rights and authorities : -
 - i) The Developer shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Developer in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting upon telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services there from by the Owners/ suppliers/service provider) against applicable charges and terms and conditions there for. The Developer shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring, charges etc., is receivable from any such Owners/ suppliers/providers then any surplus arising upon excluding all costs, charges, and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

35. The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings: -

- i) Property tax and/or Municipal rates and taxes and water tax, (if any), assessed on or in respect of the Said Unit and Appurtenances directly to the Zilla Parishad and any other appropriate authority Provided That so long as the Said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Land.
- ii) All other taxes land revenues, impositions, levies, cess and outgoings, betterment fees development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Said Unit or the Appurtenances or the Building or the said Land and whether demanded from or payable by the Purchaser or the Maintenance In-Charge and the same shall be paid by the Purchaser wholly in case the same relates to the Said Unit and/or the Appurtenances and proportionately in case the same relates to the Building or the said Land or any part thereof.
- iii) Electricity charges for electricity consumed in or relating to the Said Unit and the Appurtenances (including any applicable minimum charges and proportionate share of transmission loss) and until a separate electric meters are obtained by the Co-owners for their respective units, the Developer and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Co-owners shall pay electricity charges to the Maintenance In-Charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-Charge shall be liable to pay the same to the concerned service provider.
- iv) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Said Unit and the Appurtenances against demands made by the concerned

authorities and/or the Maintenance In-Charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Said Unit and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-Charge or the appropriate authorities as the case may be.

- v) Proportionate share of all Common Expenses to the Maintenance In-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-Charge, recurring monthly maintenance charges calculated @ Rs.2/- (Rupees Two) only per Square foot per month of the Maintenance Chargeable Area (as mentioned in Clause 26 of Schedule "G" mentioned hereinabove) of the Said Unit and balcony/verandah/ open terrace. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-Charge at its sole and absolute discretion after taking into consideration the common services provided.
- vi) Proportionate share of the operation, fuel and maintenance cost of the generator, charges for enjoying and/or availing power equivalent to 1 (one) watt per Square Feet of built-up area of the respective units from the common Generator installed/to be installed and the same shall be payable to the Maintenance In-Charge at such rate as may prescribed from time to time (which is intended to take into account both fixed and variable costs, including diesel, consumables, and other stores, AMCs etc.); And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Co-owners, proportionately to the Developer the appropriate authorities as the case may be.
- vii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-Charge within the

7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-Charge leaving its bill for the same at the above address of the Purchaser or in the letter box earmarked for the Said Unit Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default.

The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Purchaser to take possession.

In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance In-Charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-Charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees customers agents tenants or licensees and/or the Said Apartment.

The Purchaser shall be and remain responsible for and to indemnify the Owners, the Developer and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Owners and the Developer against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Developer as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and

conditions hereof to be observed fulfilled and performed by the Purchaser.

The amount mentioned in clause 35(v) above does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and Installations and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance In-Charge from time to time. Furthermore, such payment shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is above to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for nonpayment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser.

THE SCHEDULE "E" ABOVE REFERRED TO
(Common expenses)

The Purchaser shall regularly and punctually pay proportionate share of the common expenses as fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external walls of the said Building;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges and deposits for supplies of common utilities to the co-owners in common;
- d) Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the Purchaser;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;

- g) Electricity charges for the electricity energy consumed for the operation of common services.
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-owners in common;

IN WITNESS WHEREOF the **PARTIES** have put their respective signature on this the day, month and year first above written.

SIGNED SEALED & DELIVERED by the
PARTIES at Kolkata in the Presence of :-

WITNESSES :-

1.

*Signature of the **OWNERS***

2.

*Signature of the **DEVELOPER***

*Signature of the **PURCHASER***

MEMORANDUM OF CONSIDERATION

RECEIVED a sum of Rs. _____/- (Rupees _____) only as full and final consideration from the above named **PURCHASER** in respect of the Unit mentioned in **SCHEDULE-“B”** hereinabove as per memorandum of consideration set forth hereunder:-

Particulars of the Consideration	Amount (₹.)
TOTAL AMOUNT	

(Rupees _____ only)

WITNESSES:

1.

Signature of the **DEVELOPER**

2.

Drafted by and Prepared
in the Office of :

Binay Kumar Seth

Advocate

Enrolment No.F/32/2017 of
Bar Council of West Bengal,
Alipore Judges' Court, Kolkata : 700027.