

THIS INDENTURE made this _____ day of _____, Two Thousand Twenty Five (2025) **BETWEEN (1) LT. COL. DILIP KUMAR MUKERJEE**, Son of Late Dulal Gopal Mukerjee, by Nationality - Indian, by Faith - Hindu, by Occupation - Retired Defence Official, (having **PAN. AFXPM5776R** and **AADHAAR No.7357 9000 9215**), resident of D - 4 Sainagari, Housing Society, 200/1A, Kalyaninagar, P.O. Yerawada, Police Station Yerawada, Pune-411006, Maharashtra, **(2) SHRI DEBASIS MUKERJEE**, Son of Late Dulal Gopal Mukerjee by Nationality - Indian, by faith Hindu, by Occupation Retired PSU Official, (having **PAN ACNPM3628F&AADHAAR No.7978 9044 8076**), resident of 6D, Block - E; Jai Shree Green City, Argora, P.O. Doranda, Police Station Argora, Ranchi - 834002, Jharkhand, and **(3) SHRI DEBJYOTI MUKERJEE**, Son of Late Dulal Gopal Mukerjee by Nationality - Indian, by Faith - Hindu, by Occupation - Private Business, (having **PAN AKBPM7722N &AADHAAR No.9883 8647 3102**), resident of P - 562, Block - N, P.O. - New Alipore, Police Station - New Alipore, Kolkata - 700053, West Bengal, hereinafter jointly and collectively hereinafter referred to as **"VENDORS"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include them and each of their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART:**

A N D

ADITRI NIWAS LLP, (having **PAN ACFFA4807L, LLP IN: ACG-6923**), a Limited Liability Partnership incorporated under the Companies Act, 2013, having its registered office at 2C, Mahendra Road, Post Office Bhowanipore, Police Station Bhowanipore, Kolkata-700 025, by virtue of the resolution dated 14th February, 2025, through its authorized signatories namely (1) Mr. Amitava Singha Roy, having **PAN ATXPS6554K**, having **AADHAAR NO.4902 8610 4063**, son of Sri Binoy Kumar Singa Roy, residing at 119, Bamacharan Roy

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Road, Post Office-Behala, Police Station-Behala, Kolkata-700 034 and (2) Mr. Abhijit Chakraborty, having **PAN AEIPC9889H**, having **AADHAAR NO.7127 2958 2308**, son of Sri Sourindra Mohan Chakraborty, residing at 7B, Indrani Park, Tollygunge, Post Office - Tollygunge , Police Station - Charu Market, Kolkata-700 033, hereinafter referred to as the **"PROMOTER"**(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners and such other person or persons who may be taken in or admitted for the benefit of the said partnership and their respective assigns)of the **SECOND PART**:

AND

(1) (D.O.B.....), having **PAN**, having **AADHAAR No**....., Mobile No....., son of, aged about years, by faith-Hindu, by occupation-Service, by Nationality-Indian, residing at, P.O., P.S., Kolkata - 700 **AND (2)** (D.O.B.....), having **PAN**, having **AADHAAR No**....., Mobile No....., son of, aged about years, by faith-Hindu, by occupation-Service, by Nationality-Indian, , residing at, P.O., P.S., Kolkata - 700, hereinafter jointly called the **"ALLOTTEES/PURCHASERS"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors-in-interest and assignees).

The Vendors, the Promoter and the Allottee(s) shall hereinafter be either collectively referred to as "Parties" and/ or individually as "Party".

WHEREAS:

A. The Vendors herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of

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Bastu land admeasuring **5.88 Cottah (5 Cottah 14 Chittack 3 Sq.Ft.** be the same a little more or less as per Deed (but as per physical measurement **5 Cottah 13 Chittack 29.814 Sq.Ft.** more or less) situated and lying at and being **Premises No.41 Biplabi Dinesh Majumder Sarani**, (formerly known as P-562 , Block – N, New Alipore, having postal address 23A/P562, Diamond Harbour Road) Block – N, New Alipore, **Ward No.081, Assessee No.110811400543** within the jurisdiction of Kolkata Municipal Corporation, **Police Station – New Alipore, Kolkata – 700053** more fully and particularly described in the **Part-II** of the **Schedule-A** hereunder written (hereinafter referred to as the **said Property**) free from all encumbrances, charges, liens, lis pendense, acquisitions, requisitions, trusts of whatsoever nature through the devolution of title more fully and particularly mentioned in the **Part-I** of the **Schedule-A** here under written.

B. By a Development Agreement dated made between the Vendors herein therein referred to as the Owners of the One Part and the Promoter herein therein referred to as the Promoter of the Other Part and registered with the at Alipore in Book No.I, Volume No....., Pages, Being No..... for the Year 2025, the Vendors herein appointed the Promoter to develop the said Property at and for the consideration and terms and conditions mentioned therein (herein after referred to as the said Development Agreement).

C. The Promoter had caused building plan sanctioned by the Kolkata Municipal Corporation bearing Building Permit No..... dated (hereinafter referred to as the **said Plan**) for construction of a Ground plus (G+.....) building consisting of self-contained independent residential apartments and the car parking spaces whether open or covered and the Common Areas and Common Facilities and Amenities thereto upon the said Property or on the part thereof to be known as (hereinafter referred to as the said **Project**).

D. Pursuant to the said Plan, the Promoter had at their own costs and expenses commenced construction of the said Project on the said Property and duly intimated the sanctioning authority about the commencement of

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construction of the said Project by its letter which was received by the concerned department of Kolkata Municipal Corporation on

E. The Promoter registered the said Project under the provisions of the Act under WB RERA Registration No. issued by the Regulatory Authority under the said Act in response to Promoter's Application dated

F. In pursuance of the said Plan the Promoter herein has at its own costs and expenses duly constructed, erected and completed construction of the Project known as comprising several independent residential apartments and covered/open car parking spaces thereat and obtained Completion Certificate of the said Project granted by the Kolkata Municipal Corporation in Completion Case No..... issued on, in respect of G+..... (Ground plus storied) building.

G. By an **Agreement dated the _____, 2025** made between the parties hereto (hereinafter referred to as the **said Agreement for Sale**) and on the terms and conditions mentioned therein the Vendors and the Promoter herein had agreed to sell and the Purchasers herein had agreed to purchase **ALL THAT the Residential Apartment No..... containing a Carpet Area ofsq.ft. more or less, together with exclusive balcony area of sq. ft., more or less (total Built Up Area of sq.ft., Super Built up area of sq.ft. more or less) on the Floor of the building known as more fully and particularly described in the Part-I of the Schedule-B there under written as also hereunder written Together with the proportionate impartible and indivisible share in the land comprised in the said Property and pro rata share in the Common Areas of the said Project more fully mentioned in the Part-I of the Schedule-C thereunder written as also here under written Together With a right to park in **One Open/Covered Car parking Space being No..... at the Ground Level**, more fully and particularly described in the **Part-I of the Schedule-B** thereunder written as also hereunder written together with right to enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **Part-II of the Schedule-C** thereunder written as also hereunder written to be used in common with the other Purchasers of the said building and the said Project**

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(hereinafter collectively referred to as the **said Apartment**) at and for the consideration of **Rs.0,00,00,000/- (Rupees Crore only)** excluding ST/GST as applicable thereon and other Extras, Deposits and Charges payable by the Purchasers as recorded therein and on the other terms and conditions as contained therein.

H. The Purchasers have since complied to the terms and conditions of the said Agreement for Sale and made payment of all the payables to the Promoter under the said Agreement.

I. The Purchasers herein have now approached the Vendors and the Promoter herein to execute the Deed of Conveyance of the said Apartment in their favour and Vendors and the Promoter herein have agreed to do so in favour of Purchasers subject to the terms and conditions as set forth hereunder.

J. Prior to the execution of this Deed of Conveyance the Purchasers have also inspected, investigated and satisfied themselves about the followings:-

- a) The title of the Vendors to the said Property;
- b) The right of the Vendors and the Promoter to sell/transfer the said Apartment;
- c) All the documents as recited hereinabove;
- d) the said Plans as modified and the Completion Certificate;
- e) The carpet area, built up area and super built up area of the said Apartment;
- f) The pro rata share in the Common Areas;
- g) The area and location of the utility room and/or car parking space, if any;
- h) The area and the location of the open terrace, if any;
- i) The Common Areas of the building and the said Project;
- j) the Common Facilities and Amenities of the building and the said Project.
- k) The ingress and egress facility to and from the said Project;


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- l) The quality and brand of workmanship, specifications, and materials used in the construction of the said Apartment and the building.
- m) The structural stability of the building.
- n) The term, condition, covenant, stipulations, restriction, reservation and obligations subject to which this Deed is being executed with regard the said Apartment and properties appurtenant thereto together with the right to use the car parking space, if any;

And the Purchasers have further agreed represented and undertook not to raise any objection demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or whosoever.

K. Based on the aforesaid representations and other covenants by the Purchasers, the Vendors/Promoters at the request of the Purchasers, execute this Deed of Conveyance in favor of Purchasers subject to the covenants as set forth hereunder.

L. The terms and conditions, rights and obligations contained in the said Agreement for Sale would apply to this Indenture as far as possible or applicable or practicable.

M. Unless in this Indenture there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

ASSOCIATION - shall mean an Association of Allottees/Purchasers/Apartment Owners in the Project to be formed by the Promoter and the Allottees/Purchasers of the Project under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto.

BUILDING/NEW BUILDING - shall mean the new building constructed erected and completed at the said Property being named "....." containing several independent and self-contained residential apartments, parking spaces and other constructed areas.


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BUILT UP AREA – shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the other apartments and the common facilities like lift lobbies, stairs, corridors and so on plus the open terrace, balcony area or verandah, if any.

CARPET AREA - shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shaft, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

For the purpose of this clause, the expression 'exclusive balcony or verandah area' means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee, and 'exclusive open terrace area' means the area of open terrace which is appurtenant to the net usable floor area of an apartment meant for the exclusive use of the allottee.

COMMON AREAS- shall mean and include the areas, as mentioned in **Part I** of the **Schedule-C** hereunder written.

COMMON FACILITIES AND AMENITIES - shall mean and include the areas, facilities and amenities as mentioned in **Part II** of the **Schedule-C** hereunder written.

COMMON MAINTENANCE EXPENSES – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Allottees/Purchasers as mentioned in the **Schedule-D** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Purchasers.

COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common


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services in common to the Allottees/Purchasers, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees/Purchasers and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.

COMPLETION CERTIFICATE - shall mean the Completion Certificate vide Memo No..... dated, granted by the Kolkata Municipal Corporation of the in respect of G+..... (Ground plus storied) building Project known as comprising several independent residential apartments and covered/open car parking spaces thereat.

DATE OF COMMENCEMENT OF POST POSSESSION LIABILITY - shall mean the date on which the Purchaser(s) takes/take actual physical possession of the said Apartment after fulfilling all his/her/its liabilities and obligations in terms of the Agreement for Sale or the date of expiry of the period specified in the notice in writing by the Developer/Promoter to the Purchaser(s) to take possession of the said Apartment irrespective of whether the Purchaser(s) took actual physical possession of the said Apartment or not, whichever be earlier.

MAINTENANCE-IN-CHARGE - shall upon the formation of the Association and its taking charge of the acts relating to the Common Purposes from the Promoter mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes, shall mean the Promoter and/or any Facility Management Agency or Facility Management Company appointed by the Promoter for the same purpose.

PLAN - shall mean the plan sanctioned by Kolkata Municipal Corporation bearing Building Permit No..... dated for construction of the Ground plus (G+.....) building consisting of self-contained independent residential apartments and the car parking spaces whether open or covered within the said Project and the Common Areas and Common Facilities and Amenities thereto upon the said Property or on the part thereof known as and the revised sanctioned building plan being Building Plan No..... dated for sanction of the sixth floor and


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any modifications and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area with the approval of the competent authority in accordance of the applicable Act and the Rules.

SAID PROJECT - shall mean the residential building complex known as comprising of one Ground plus (G+.....) new building, consisting of self-contained independent apartments and the car parking spaces whether open or covered and the Common Areas, Common Facilities and Amenities being constructed erected and completed in terms of the Plan on the said Property or on the part thereof together with all easement rights and appurtenances belonging thereto.

SAID PROPERTY - shall mean **ALL THAT** the piece and parcel of Bastu land admeasuring **5.88 Cottah (5 Cottah 14 Chittack 3 Sq.Ft.** be the same a little more or less as per Deed (but as per physical measurement **5 Cottah 13 Chittack 29.814 Sq.Ft.** more or less) situated and lying at and being **Premises No.41 Biplabi Dinesh Majumder Sarani**, (formerly known as P-562 , Block - N, New Alipore, having postal address 23A/P562, Diamond Harbour Road) Block - N, New Alipore, **Ward No.081, Assessee No.110811400543** within the jurisdiction of Kolkata Municipal Corporation, **Police Station - New Alipore, Kolkata - 700053**, more fully and particularly described in the **Part II** of the **Schedule-A** hereunder written.

SAID SHARE - shall mean pro rata undivided indivisible impartible share in the said land in the Project attributable to the apartment agreed to be purchased hereunder by the Purchasers.

SAID APARTMENT - shall mean **ALL THAT** the **BHK** residential **Apartment No.....** containing a carpet area of sq.ft. be the same a little more or less, together with exclusive balcony area of sq.ft. more or less, (total Built Up Area of sq.ft., Super Built up area of sq.ft. more or less) on the **Floor** of the new building known as more fully and particularly described in the **Part-I** of the **Schedule-B** here under written and delineated on the Floor Plan being **Annexure A** hereto and bordered in colour **RED** thereon, being constructed and completed in accordance to the Specifications as mentioned in the **Part-**

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II of the **Schedule-B** hereunder written Together With proportionate undivided indivisible impartible share in the said land in the Project attributable to the said Apartment Together With Right to park in a **Covered Car parking Space being No.....** at the **Ground Level** more fully and particularly described in the **Part-I** of the **Schedule-B** here under written and delineated on the Plan being **Annexure B** hereto and bordered in colour **BLUE** thereon and pro rata Common Areas of the said Project known as more fully mentioned in the **Part-I** of the **Schedule-C** here under written and right to enjoy Common Amenities and Facilities of the said Project more fully mentioned in the **Part-II** of the **Schedule-C** here under written along with the right to enjoy the same in common to the other Allottees/Purchasers of the said Project.

SERVICE INSTALLATIONS - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.

SPECIFICATION - shall mean the specification for the said Apartment as mentioned in the **Part-II** of the **Schedule-B** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

N. All other words if defined in the said Agreement for Sale shall have the same meaning hereunder.

NOW THIS INDENTURE WITNESSETH that in pursuant of the said agreement and in consideration of the aforesaid sum of **Rs.0,00,00,000/- (Rupees Crore only)** of the lawful money of the Union of India well and truly paid by the Purchasers to the Promoter (the receipt whereof the Vendors do and each of them doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchasers and the said Apartment and properties appurtenant thereto), the Vendors and the Promoter do and each of them doth hereby grant, transfer, convey, assign and assure unto and in favour of the Purchasers **ALL THAT** the **BHK** residential **Apartment No.....** containing a carpet area of **sq.ft.** be the same a little

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more or less, together with exclusive balcony area of **63 sq.ft.**, more or less, (total Built Up Area of **sq.ft.**, Super Built up area of **sq.ft.**) more or less, on the **Floor** of the new building known as more fully and particularly described in the **Part-I** of the **Schedule-B** hereunder written and delineated on the Floor Plan being **Annexure A** hereto and bordered in colour **RED** thereon being constructed and completed in accordance to the Specifications as mentioned in the **Part-II** of the **Schedule-B** hereunder written Together With proportionate undivided indivisible impartible share in the land comprised in the Project attributable to the said Apartment Together With Right to Park in a **Covered Car parking Space being No..... at the Ground Level** of the Project more fully and particularly described in the **Part-I** of the **Schedule-B** here under written and delineated on the Plan being **Annexure B** hereto and bordered in colour **BLUE** thereon and pro rata share of the Common Areas of the said Project known as more fully mentioned in the **Part-I** of the **Schedule-C** hereunder written and right to enjoy Common Amenities and Facilities of the said Project more fully mentioned in the **Part-II** of the **Schedule-C** here under written along with the right to enjoy the same in common to the other Allottees/Purchasers of the Building and the said Project (hereinafter collectively referred to as the **SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common installations, amenities and facilities in common with the other Purchasers and the other lawful occupants of the said Project **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Apartment and the Rights and Properties Appurtenant thereto hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser(s) absolutely and forever but at all time subject to the perpetual payment of the proportionate share of the common expenses including but not limited to the Common Expenses mentioned in **Schedule-D** and also proportionate share of the maintenance charges and all other rate, taxes, dues and other levies now chargeable upon the said Apartment wholly and said common areas of the Building and the said Project and the common amenities


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and facilities of the said Project proportionately to the Promoter/Maintenance in Charge/ facility management agency appointed by the Promoter/Association, as the case may be and further subject to the observance, performance and compliance by the Purchaser(s) of the terms, conditions, covenants, stipulation, restriction and obligation as hereby and hereunder stipulated and written.

II. AND THE VENDORS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER(S) as follows:-

- a) Notwithstanding any act deed matter or thing whatsoever by the Vendors done or executed or knowingly suffered to the contrary the Vendors are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Apartment And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchasers in the manner as aforesaid.
- c) The said Apartment And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Vendors or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Vendors.
- d) The Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever

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by the Vendors or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Purchasers shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Vendors or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Vendors and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchasers makes do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Apartment And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Purchasers in the manner as aforesaid as shall or may be reasonably required.

g) The Vendors have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said Apartment And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

h) The Vendors do hereby further covenant with the Purchasers that till the formation of the Association, unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers shall produce or cause to be produced to the Purchasers or to their attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Property and also shall at the like request and costs of the Purchasers deliver to the Purchasers such attested or other true copies or extracts therefrom as the Purchasers may

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require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

III. AND THE PURCHASER(S) SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE VENDORS AND THE PROMOTER as follows:-

a) The Purchasers have read and understood the terms of the Agreement for Sale, which is treated as part of this Indenture, and has/have accepted the terms and conditions thereof. The Purchasers do hereby covenant with the Promoter to be always bound by the same and shall not violate the same in any manner whatsoever.

b) to co-operate with the Promoter and/or the facility management agency appointed by the Promoter or the Association in the management and maintenance of the said Project and other Common Purposes and formation of the Association.

c) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Tower/said Project and in particular the Common Areas, Facilities and Amenities and other common purposes.

d) on and from the date of possession and the deemed possession of the said Apartment, the Purchasers shall:

a. Co-operate in the management and maintenance of the said Project.

b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association of Allottees/Purchasers, after the same is formed, for the beneficial common use and enjoyment of

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the common areas and common amenities and facilities provided in the said 'Project'.

c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association of Apartment Owners including the GST.

d. The Purchasers shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Allottee further admits and accepts that (1) the Purchasers shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation). The maintenance charges will be charged from the Date of Commencement of Post Possession Liability.

e) The Purchasers shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Purchasers shall be liable to pay interest @ SBI Prime Lending Rate plus 2% per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Purchasers shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter/Association of Purchasers as the case may be, shall be entitled to take the following measures and the Purchasers hereby consent(s) to the same:

- i) not to allow the usage of lifts, either by Purchasers, his/her/their family members, domestic help and visitors.
- ii) to discontinue the facility of DG Power back-up
- iii) to discontinue the usage of all common amenities and facilities provided in the said Project to the Purchasers and his/her/their family members/guests.

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f. The above said discontinuation of some services and facilities shall not be restored until such time the Purchasers have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association of Apartment Owners to realize the due amount from the Purchasers.

g. The Purchasers shall use the said Apartment for residential purpose only.

h. The Purchasers shall use all path, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever unless permitted by Promoter or the Association of Purchasers, upon formation, in writing.

i. The Purchasers shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.

j. The Purchasers shall not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the Project and/or the adjoining building/s.

k. The Purchasers shall not place or cause to be placed any article or object in the common areas.

l. The Purchasers shall not injure, harm or damage the Common Area or any other Apartments in the said Project by making any alterations or withdrawing any support or otherwise.

m. The Purchasers shall not park any vehicle 2/4 wheeler, in the said Project, unless the facility to park the same is obtained and/or acquired by Purchasers.

n. The Purchasers shall not make any addition, alteration in the structure of the Building, internally within the Apartment or externally within the said

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Project and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the Building / elevation, duly approved and finalized by the architect of the said Project.

o. The Purchasers shall not slaughter or permit to be slaughtered any animal and/or bird nor do any act and/or deed in violation of any provision of the Prevention of Cruelty to Animals Act, 1960.

p. The Purchasers shall not keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radio active or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said Project.

q. The Purchasers shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Promoter / Association of the Purchasers differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Association of Purchasers may affect the elevation in respect of the exterior walls of the said Project.

r. The Purchasers shall not use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Project or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall

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keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

s. The Purchasers shall not use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.

t. The Purchasers shall not let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns an Apartment in the Project.

u. The Purchasers shall ensure that all interior work of furniture, fixtures and furnishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Purchasers.

v. The Purchasers shall also ensure the following:


i. Not to install any window air-conditioning units anywhere in the said Apartment and not to change the designated areas as approved by Promoter for installing the split/high wall air conditioners.

ii. Not to install any collapsible gate outside the main door / entrance of the said Apartment.

iii. Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

iv. Not to change/alter/modify the name of the Building from that mentioned in this Agreement.

v. Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

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- vi. Not to install or keep or run any generator in the Said Apartment.
- vii. Not to misuse or permit to be misused the water supply to the said Apartment.
- viii. Not to hang or cause to be hung clothes from the balconies of the Said Apartment.
- ix. Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.
- x. Not to pluck flowers or stems from the gardens.
- xi. Not to throw or allow to be thrown litter in the Common Areas of the said Building/Project.
- xii. Not to trespass or allow trespassers over lawns and green plants within the Common Areas.
- xiii. Not to overload the passenger lifts and move goods only through the staircase of the Building.
- xiv. Not to use the lifts in case of fire.
- xv. Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.
- xvi. To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.


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xvii. not to disturb and/or uninstall ever in future the logo "....." placed on the main entrance gate and the ultimate roof of the building and to maintain the same in proper order and manner.

xviii. The said project shall always be known as ".....".

xix. Except the immediate preceding sub-clause Nos. (xvi.), (xvii.) and (xviii), these house rules may be added to, amended or repealed at any time by the Promoter and after formation of the Association by the Association.

w. To abide by all such building rules and regulations as may be made applicable by the Promoter before the formation of the Association and after the formation of the Association to comply with and/or adhere to all the building rules and regulations of such association.

IV.MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

- i) The Promoter(s) shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the said Project by the Association of the Apartment Owners subject to its formation and registration upon the issuance of the completion certificate of the Project.
- ii) The Promoter(s) shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Purchasers shall be liable to pay to the Promoter(s) or facility management company, the charges for such maintenance as fixed by the Promoter(s) at actuals.
- iii) During the interim maintenance period between obtaining of the completion certificate of such Project and formation, registration and operationalization of the Association the Promoter(s) shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.


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- iv) The Promoter(s) shall endeavor that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis, if any.
- v) The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.
- vi) The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter(s) with such restrictions as may be necessary for proper maintenance and all the Purchasers are bound to follow the same.
- vii) After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter(s), with or without amendments, as may be deemed necessary by the Association.
- viii) The Common Areas of the said Project shall be handed over to the Association upon formation of such association (the "Association").
- ix) The Purchasers will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association.
- x) The Promoter(s) shall at an appropriate time notify the detailed scheme of formation of the Association to the Purchasers (as also to all other Purchasers of other apartments of Project) in accordance

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with applicable laws so as to enable them to constitute/form such Association.

- xii) As and when any plant and machinery, including but not limited to, DG sets, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up-gradation, additions etc. the cost thereof shall be contributed by all the apartment acquirers in the project on pro-rata basis as specified by the Association. The Promoter(s) and upon formation the Association shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof and the Purchasers agree(s) to abide by the same.
- xii) The Purchasers have also agreed to perform and observe terms and conditions covenants stipulations and obligations for the use and occupation of the said apartment which will appear in detail in the Agreement for Facility and Maintenance charges if executed at or prior to the commencement of liability.

V. HOUSE RULES:

- (1) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment.
- (2) Children shall not play in the public halls, stairways or elevators and shall not be permitted in the service elevators of the new building.
- (3) No Allotee(s) shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in such the Apartment if the same shall disturb or annoy other occupants of the


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building. No Allottee(s) shall give vocal or instrumental instruction at any time in order to reduce sound emanating from any Apartment.

(4) Each Owner shall keep his/her Apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.

(5) No article shall be allowed to be placed in the halls or on the staircase landings or fire buildings nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter.

(6) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Promoter.

(7) 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.

(8) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Unit-owner in whose Apartment it shall have been caused.

(9) No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the new building unless accompanied.


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(10) Garbage and refuse from the Apartment shall be deposited in such place only in the Building and at such time and in such manner as the Maintenance-In-Charge of the new building may direct.

(11) No vehicle belonging to a Allotee(s) or to a member of the family or guest, tenant or employee of a Allotee(s) shall be parked in the open space or on the pathway or except the space allotted to him/ her/ it/them or in such manner as to impede or prevent ready access to the entrance of the new building by another vehicle.

(12) The Allotee(s)/s is/are not to fix any antenna, equipment or any gadget on the roof or terrace of the new building or in any window or the exterior of the new building excepting that the Allotee(s)/s shall be entitled to avail of the cable connection facilities provided to all.

(13) After purchase the Allotee(s)/s shall get his/her/its/their Apartment mutated. In case of default by the Allotee(s)/s, the Promoter will be entitled to get the said Apartment mutated and apportioned in the name of the Allotee(s)/s subject to the Allotee(s)'s/ Allotee(s)s' bearing and paying all costs, charges and expenses including professional fees.

(14) The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said new building for holding any cultural/social/functional programe or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.

(15) These house rules may be added to, amended or repealed at any time by the Promoter and after formation by the Association of the Apartment Owners.

VI. AND IT IS FURTHER HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-


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a) From the date next to the date of making over possession of the said Apartment to the Purchasers or on the expiry of the notice of possession, whichever is earlier, the Purchasers shall bear, pay and discharge exclusively the following expenses and outgoings to the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Apartment Owners, as the case may be:-

- I) Property rates and taxes and water tax, if any, assessed on or in respect of the Apartment directly to the concerned statutory authority Provided That so long as the Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser(s) shall pay to the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers proportionate share of all such rates and taxes assessed on the new building.
- II) All other taxes including GST if payable by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers, impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Apartment or the Project as a whole and whether demanded from or payable by the Purchaser(s) or the Promoter or Maintenance-In-Charge, the same shall be paid by the Purchaser(s) wholly in case the same relates to the Apartment and proportionately in case the same relates to the Project as a whole.
- III) The recurring charges towards running and operation of the Generator to be calculated in the manner following:-
 - i) Fuel charges on the basis of the KWH meter and the applicable fuel rates;
 - ii) Annual Maintenance Contract and monthly running and maintenance charges on the basis of the monthly rates.

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- iii) Proportionate share of expenses of capital nature to be incurred/likely to be incurred by the Promoter or the Maintenance-In-Charge on account of major repairs, replacement etc., of such generator.
- iv) Government duty at applicable rates on alternate generation of power.

IV) The proportionate share of all Common Expenses (including those mentioned in the **Schedule-D** hereunder written) payable to the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser(s) shall pay to the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers the maintenance charges calculated on actual basis. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Purchaser(s).

b) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh (7th) day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Purchasers. The bills and demands for the amounts payable by the Purchaser(s) shall be deemed to have been served upon the Purchasers, in case the same is left in the Apartment or in the letter box in the ground floor of the Tower earmarked for the Apartment.


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c) Until the expiry of three (3) months of a notice in writing given by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association of the Apartment Owners to the Purchasers and the other co-transferees to take over charge of the acts relating to common purposes, the Promoter and/or the facility management agency appointed by the Promoter shall look after the common purposes and the Purchasers undertakes to regularly and punctually pay to the Promoter or its nominee the maintenance charges and other amounts payable by the Purchasers herein.


d) The Purchasers shall observe the covenants as be deemed reasonable by the Association or the Facility Management Agency from time to time for the common purposes.

e) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Purchasers shall be deemed to be the act, default or omission of the Purchasers.

f) The proportionate share of the Purchasers in various matters referred herein shall be such as be determined by the Association and the Purchasers shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

g) Save the said Apartment the Purchasers shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Apartments and spaces or constructed areas or Car Parking Spaces at the Project and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in their absolute discretion, shall think fit and proper and the Purchasers hereby consent to the same and agree not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.

h) The Purchasers has fully understood that the said Project has been constructed and/or developed pursuant to the Plans sanctioned by the


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competent sanctioning authority and there is no deviation in the construction work as per the said Plans.

i) The Purchasers hereby agrees and understand(s) that the right to use the common areas, amenities and facilities is at all times be subject to the timely payment of the proportionate expenses and maintenance charges by the Purchaser(s) to the Promoter/Maintenance in Charge/Facility Management Agency/Association as the case may be.

j) The Purchasers shall pay to the Promoter/Maintenance in Charge/Facility Management Agency/Association as the case may be, damages and/or compensation for damage/destruction to any common fixture and fitting, utilities and the equipment of the said Tower and/or the said Project if being caused by negligence and/or willful act of the Purchasers and/or authorized occupier of the said Apartment and/or family, members, guests or servant of the Purchasers or such other occupier of the said Apartment.

k) The Purchasers shall have undivided proportionate ownership and share in the common areas of the Said Project. Since the share/interest of Purchasers in the common areas of the Said Project is indivisible and cannot be divided or separated, the Purchasers shall use the common areas, along with other occupants, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas and Facilities of the Said Project to the Association as provided in the applicable Act.

l) The Purchaser(s) understand(s) that the project comprises of open and covered parking spaces spread across the said Project. For smooth parking of all residents/Allottees/Purchasers/purchasers the Promoter has earmarked parking space for the exclusive use of the Purchasers and the Purchasers shall not use any other parking space(s) save what has been allotted to him/her/them.

m) The Purchasers understand and agree that every Purchasers will be entitled to such number of parking duly earmarked as mentioned in the Second Schedule here under written.

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n) After the handover of Common Areas and Facilities of said Project to Association as per the Act, it shall be the responsibility of the Association to run and maintain the Common Areas and Facilities of said Project, and to determine from time to time the rate and – amount of combined expenses and outgoings for the Common Areas and Facilities of said Project recoverable proportionately from the Purchasers and from all other parties and the Purchasers agrees that he/she/they shall be liable to pay the said combined expenses and outgoings and other dues to the Apartment Owners Association, from time to time & regularly.

o) The Purchasers shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter/Owners/Association after formation, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter/Owners/Association or which the Vendors/Owners/Association may suffer or incur due to or any reason of the Purchasers making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Deed and/or (ii) any representation or warranties or covenants of the Purchasers being false or incorrect and/or (in) any other claim, cost or damage directly attributable to the obligations of the Purchasers under the Agreement/Deed of Conveyance or due to failure/delay of the Purchasers to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Deed and/or (iv) due to failure of the Purchasers to execute and deliver this Deed within the time prescribed.

p) It is in the interest of the Purchasers to help the Association in effectively keeping the Said Project secured in all ways, For the purpose of security, the Association would be free to restrict and regulate the entry of visitors into the Building/ Said Project.


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q) After handing over of the Said Project, it shall be the responsibility of the Association for obtaining / renewal of insurance for the Said Project and pay insurance premiums.

r) Purchasers agree that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the existing laws, rules and regulations governing such sale and transfer.

s) The undivided share in the land comprised in the said Apartment and in the said Project hereby sold and transferred and attributable to the said Apartment shall always remain indivisible and impartible.

THE SCHEDULE-A ABOVE REFERRED TO:

Part-I

(Devolution of Title)

A. By a Deed of Conveyance dated the 5th day of December, 1958 made between Nripabala Basu wife of Nirod Kumar Basu, therein referred to as the Vendor of the First Part and Nirod Kumar Basu and Nripabala Basu, therein referred to as the Confirming Party of the Second Part and Sri Dulal Gopal Mukerjee, son of Nanda Gopal Mukerjee, therein referred to as the Purchaser of the Third Part, registered at the office of the Sub Registrar Alipore Sadar, and recorded in Book No. I, Volume No.167, Pages 241 to 245, **Being No.10030 for the year 1958**, the said Nripabala Basu the Vendor therein for the consideration therein mentioned granted, transferred, conveyed, assigned, and assured unto and in favour of the said Sri Dulal Gopal Mukerjee free from all encumbrances **ALL THAT** the piece and parcel of revenue free land measuring 5.88 Katha, equivalent to 5 (Five) Katha, 14 (Fourteen) Chhattack, 3 (Three) Sq.Ft. be the same a little more or less situated and lying at being Plot No. 562, of Block N, of the Hindusthan Co-operative Insurance Society's Development Scheme No. XV, lying within the Port Commissioner's Surplus land lying between Diamond Harbour Road and Tolly Nullah and carved out of

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the original No.23A, Diamond Harbour Road, within P.S. Alipore, District 24 Parganas, within the municipal limits of the Corporation of Calcutta more fully described in the Schedule there under written (hereinafter referred to as the **said Premises**).

B. Said Shri Dulal Gopal Mukerjee while seized and possessed of the said Premises absolutely as aforesaid mutated and recorded his name in the records of the then Calcutta Municipal Corporation and the said Premises was numbered as 41, Biplabi Dinesh Majumder Sarani, bearing Assessee No.11-081-14-0054-3.

C. The said Dulal Gopal Mukerjee since constructed a partly three storied pucca residential building upon a piece and parcel of 2229.985 Sq.Ft. land at the said Premises (herein after said Premises and the building constructed thereon or on the part thereof are collectively referred to as the **said Property**).

D. The said Dulal Gopal Mukerjee who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died on 05/06/1993 after making and publishing his Last Will and Testament dated 13/05/1989 whereby and where under he devised bequeathed and gave the said Property in the manner as recorded therein unto and in favour of his three sons namely DILIP KUMAR MUKERJEE, DEBASIS MUKERJEE and DEBJYOTI MUKERJEE absolutely with life time interest in favour of her widow SMT. SARBANI MUKERJEE.

E. By and under the said Will he appointed his widow as the Sole Executrix. In the aforesaid Will the said Dulal Gopal Mukerjee however created such other accommodation for his daughter Smt. Shanti Banerjee without bestowing her any right title and interest in the said Property.

F. The Hon'ble High Court at Calcutta granted Probate of the said Will on 22/09/1994 in PLA No. 147 of 1994.

G. The said Sarbani Mukerjee who during her lifetime and at the time of her death was a Hindu died intestate on 13/12/2014 and before her death duly administered the will of said Dulal Gopal Mukerjee in terms of Probate

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dated 22/09/1994 passed by the Hon'ble High Court Calcutta in Probate Case No. 147 of 1994.

H. Thus the said DILIP KUMAR MUKERJEE, DEBASIS MUKERJEE and DEBJYOTI MUKERJEE jointly become the absolute Owners of ALL THAT the said Property.

I. By the aforesaid Will of said Dulal Gopal Mukerjee did bequeath and devise the then existing permanent structure permanent structure floor wise as an apartment in favour of his respective son and also bequeath and devise the vacant land within the said Property in favour of his younger son Debjyoti Mukerjee. That in terms of the aforesaid Will, the youngest son Shri Debjyoti Mukerjee become entitled to entire ground floor together with the mezzanine floor and garage on the westside together with common right in the staircase portion together with the existing vacant land at the back side within the said Property. That the said Debasis Mukerjee become entitled to First Floor of the existing permanent structure together with common right in the staircase portion. That the said Dilip Mukerjee become entitled to Second Floor of the existing permanent structure together with common right in the staircase portion more fully mentioned and described in the said Will.

J. By virtue of aforesaid will and probate Shri Debjyoti Mukherjee become the owner of entire ground floor of the existing structure together with the mezzanine floor and garage on the west side together with common right in the staircase portion i.e. 1/3rd undivided owner of the land within the building property plus the absolute owner of the existing vacant land at the back side within the said Property and thereby getting entitled to undivided 64.728% share or interest in the said Property and the said Debasis Mukerjee being the 1/3rd undivided owner of the land within the building property become entitled to undivided 17.636% share or interest in the said Property and the said Dilip Mukerjee being the 1/3rd undivided owner of the land within the building property become entitled to undivided 17.636% share or interest in the Subject Property.

PART - II
(SAID PROPERTY)


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ALL THAT the piece and parcel of Bastu land admeasuring **5.88 Katha** equivalent to **5 (Five) Katha 14 (Fourteen) Chattack 3 (Three) Sq.Ft.** be the same a little more or less as per Deed but as per physical measurement **5 (Five) Katha 13 (Thirteen) Chattack 29.814 (Twenty Nine point eight one four) Sq.Ft.** be the same a little more or less situated and lying at **Premises No.41 Biplabi Dinesh Majumder Sarani**, (formerly known as P-562 , Block - N, New Alipore, having postal address 23A/P562, Diamond Harbour Road) Block - N, New Alipore, **Kolkata - 700053** under **Police Station - New Alipore** within the jurisdiction of Kolkata Municipal Corporation, **Ward No.081, Assessee No.110811400543** and is butted and bounded in the following manner:-

On the North	:	By 30' Ft wide KMC Road named as Biplabi Dinesh Majumder Sarani;
On the South	:	By Plot Nos P-547 and P-548.
On the East	:	By Premises P-561, Block - N, New Alipore, Kolkata - 700053;
On the West	:	By Premises P-563, Block - N, New Alipore, Kolkata - 700053;

OR HOWSOEVER OTHERWISE the same may be butted and bounded known, numbered called described and/or distinguished.

THE SCHEDULE-B ABOVE REFERRED TO:

Part-I

(Said Apartment)

ALL THAT the **3 BHK** residential **Apartment No.....** containing a carpet area of **sq.ft.** be the same a little more or less, together with exclusive balcony area of **sq.ft.**, more or less, (having total Built Up Area of **sq.ft.**, Super Built up area of **sq.ft.** more or less) on the **Floor** of the new building delineated and bordered in color **RED** in the Floor Plan being **Annexure A** hereto, and completed as per the Specifications more fully mentioned in the **Part -II** of the **Schedule-B** hereto, of the Project known as "....." constructed erected and completed at the said Property Together with the said Share and pro rata share in the common areas of the said Project more fully mentioned in the **Part-I** of the

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Telephone points : Living room & all bedrooms
Air condition point : Living room & all bedrooms

SAFETY and SECURITY

Telephone/Intercom Facility :

Intercom facility from each apartment to the security room

Security Systems:

CCTV Surveillance

SERVICES

Lift:

Automatic passenger lifts of reputed make

DTH System

Back- up Generator:

Full power back up for each apartment (At extra cost)

THE SCHEDULE-C ABOVE REFERRED TO:

PART - I

(COMMON AREAS)

1. The entire land for the project or where the project is developed;
2. The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of building;
3. The common terraces and common storage spaces;
4. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
5. Water pumps with motors, water reservoirs, overhead water pumps and distribution pipes from overhead water tanks to different Apartments and from reservoir to overhead water tanks, the pump rooms and all apparatus connected with installations for common use;
6. Drains and sewers from the building or buildings to the Municipality drain;
7. Electrical installations and main switches and meters;


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8. Water and sewage, evacuation pipes from the Apartments to drains and sewers common to the building;
9. Main gate and ultimate roof to the building;
10. External Walls (which includes 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the other apartments);
12. All other portion and/or portions of the project necessary or convenient for its maintenance, safety, etc. and in common use;

PART - II
(COMMON AMENITIES AND FACILITIES)

2. Electrical wiring and fittings and fixtures for lighting the staircase, lobby and other common areas and operating the water pumps with motors.
3. CCTV and Intercom facilities.
4. Elevator of reputed manufacturer with lift shafts and lift room
5. Staircases and landings with Marble flooring having Aluminium windows with glass panes.

THE SCHEDULE-D ABOVE REFERRED TO:
(COMMON EXPENSES)

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


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2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the New Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the New Building.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the New Building.
9. Cleaning as necessary of the areas forming parts of the New Building.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the New Building.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.


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13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the New Building or any part thereof.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual Owners of any Unit.
15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the New Building excepting those which are the responsibility of the occupier of any Unit/Units.
18. Insurance of firefighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.


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20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Association it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association for the Owners of the Units and shall only be applied in accordance with the decision of the Association.
23. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the New Building.


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

SIGNED SEALED AND DELIVERED by
the **VENDORS** at Kolkata in the presence
of:

1.

2.

SIGNED SEALED AND DELIVERED by
the **PROMOTER** at Kolkata in the
presence of:

1.

2.

SIGNED SEALED AND DELIVERED by
the **PURCHASERS** at Kolkata in the
presence of:

1.

2.

Drafted by:

.....
Advocate,

Enrollment No.....

High Court Calcutta


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RECEIVED of and from the within named Purchasers the within-mentioned sum of **Rs.0,00,00,000/- (Rupees Crore Lacs only)** being the full payment of the consideration including TDS as per Memo below:

MEMO OF CONSIDERATION

CH./RTGS NO.	DATE	BANK & BRANCH	AMOUNT (Rs.)
		TDS	
		Total	Rs...../-

(Rupees Crore Lacs only).

WITNESSES:


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