

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is executed on this the _____ day of _____, **TWO THOUSAND AND TWENTY-THREE (2023).**

-BETWEEN-

(1) SRI. SUBAL DAS, (PAN No. ANOPD6337J) (AADHAAR No. 4996 0670 5981), son of Late Subodh Kumar Das, by Occupation - Business, by Faith – Hindu, by Nationality – Indian, residing at Sultanpur Goalpara, Post Office- Italgacha, Police Station- Dum Dum, Kolkata- 700079, District - North 24 Parganas, West Bengal.

(2) SMT. SMRITI KANA DAS, (PAN No. AWWPD8328A) (AADHAAR No. 4692 5416 0341), wife of Late Samiran Das, by Occupation - Service, by Faith – Hindu, by Nationality – Indian, residing at Sultanpur Goalpara, Post Office- Italgacha, Police Station- Dum Dum, Kolkata- 700079, District - North 24 Parganas, West Bengal.

(3) SRI. SUDIPTA DAS, (PAN No. AWMPD0531F) (AADHAAR No. 7894 9938 4657), son of Late Samiran Das, by Occupation - Service, by Faith – Hindu, by Nationality – Indian, residing at Sultanpur Goalpara, Post Office- Italgacha, Police Station- Dum Dum, Kolkata- 700079, District - North 24 Parganas, West Bengal.

(4) SMT. SHILPI DAS, (PAN No. BGMPD5338K) (AADHAAR No. 3183 1068 3192), wife of Subal Das, by Occupation - Housewife, by Faith – Hindu, by Nationality – Indian, residing at Sultanpur Goalpara, Post Office- Italgacha, Police Station- Dum Dum, Kolkata- 700079, District - North 24 Parganas, West Bengal.

(5) SMT. SUDIPA DAS (PAN No. CEZPD7374B) (AADHAAR No. 9271 2205 3104), daughter of Late Samiran Das, by Occupation - Service, by Faith – Hindu, by Nationality – Indian, residing at Sultanpur Goalpara, Post Office- Italgacha, Police Station- Dum Dum, Kolkata- 700079, District - North 24 Parganas, West Bengal.

(6) SRI. PANKAJ KUMAR GANGOPADHYAY (PAN - AKMPG5920), (AADHAAR No. 6563 6828 3606), son of Late Paresh Chandra Gangopadhyay, by Faith – Hindu, by Nationality – Indian, by Occupation – Service, residing at Sultanpur Nabapally, Post Office - Italgacha, Police Station - Dum Dum, Kolkata – 700 079, Dist- North 24 Parganas, West Bengal, hereinafter jointly called and referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns) of the **ONE PART.**

The **OWNER Nos. 1 to 6** herein are represented by their Constituted Attorney **MAPLE VENTURES,** (PAN No. **ABMFM8297J**) a partnership firm under the Indian Partnership Act,

1932 and having office and carrying on business at Turf Apartment, 8/3, N.C. Sen Avenue, Post Office – Mall Road, Police Station - Dumdum, Kolkata 700 080, District - North 24 Parganas, represented by its Partners namely **(1) MR. SIDDHARTHA GUPTA, (PAN No. AMVPG3231G) (AADHAR No. 9977 0200 3131)**, son of Sri. Indrajit Gupta, **(2) MRS. RITAJA MUKHERJEE(PAN NO. CHNPM9055K) (AADHAR No. 3481 1025 8051)** wife of Siddhartha Gupta, by Faith-Hindu, by Occupation- Business, by Nationality- Indian, both are residing at 246/4, R. B. C. Road, Post Office - Dum Dum, Police Station - Dum Dum, Kolkata- 700 028, District – North 24 Parganas and **(3) MR. PRABIR KOLEY, (PAN No. AMSPK7475P), (AADHAAR No. 7287 5474 9739)** son of Maniklal Koley, by religion-Hindu, by Occupation- Business, by Nationality- Indian, residing at Manikpore, Thakurpara, Kolkata- 700 079, Post Office - Italgacha, Police Station - Dum Dum, District- North 24 Parganas, by virtue of the power of attorneys as follows: (1) dated 27th May, 2022, registered with Additional District Sub-Registrar, Cossipore, Dumdum, Book No. I, Volume No. 1506-2022, Page from 292779 to 292808, being No. 150606924 for the year 2022 and (2) dated 27th May, 2022, registered with Additional District Sub-Registrar, Cossipore, Dumdum, Book No. I, Volume No. 1506-2022, Page from 292779 to 292808, being No. 150606923 for the year 2022.

AND

MAPLE VENTURES, (PAN No. ABMFM8297J) a partnership firm under the Indian Partnership Act, 1932 and having its office and carrying on business at Turf Apartment, 8/3, N.C. Sen Avenue, Kolkata – 700 080, Post Office – Mall road, Police Station - Dumdum, District - North 24 Parganas, represented by two of it's partners namely – **(1) MR. SIDDHARTHA GUPTA, (PAN No. AMVPG3231G), (AADHAAR No. 9977 0200 3131)** son of Indrajit Gupta, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, **(2) MRS. RITAJA MUKHERJEE (PAN NO. CHNPM9055K) (AADHAAR No. 3481 1025 8051)** wife of Siddhartha Gupta, by Faith-

Hindu, by Occupation- Business, by Nationality- Indian, both residing at 246/4, R. B. C. Road, Kolkata – 700 028, Post Office – Mall Road, Police Station – Dumdum, District - North 24 Parganas and **(3) MR. PRABIR KOLEY, (PAN No. AMSPK7475P), (AADHAAR No. 7287 5474 9739)** son of Maniklal Koley, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at Manikpore, Thakurpara, Kolkata- 700 079, Post Office - Italgacha, Police Station - Dum Dum, District- North 24 Parganas hereinafter referred collectively referred to as the “**DEVELOPERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include all the partners of the said partnership firm from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

-AND-

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhaar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhaar no. _____) authorized vide

_____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhaar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhaar no. _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

PART – I

WHEREAS one Panchu Panja was the recorded owner as per the record of rights issued by the Government of West Bengal of ALL THAT piece and parcel of land measuring 97 decimals more or less lying and situated at Mouza- Sultanpur, J. L. No.- 10, R. S. No.- 148, Touzi No- 173, C.S. Khatian No. 381, within the office of Additional District Sub-Registrar, Cossipore, Dumdum, within the municipal limits of Dum Dum Municipality, P.S. Dum Dum, Ward No. 3, District- North 24 Parganas.

AND WHEREAS Panchu Panja died intestate leaving behind his wife namely Shailabala Dasi and one son namely Kartick Chandra Das Panja as his legal heirs and successors and hence, Shailabala Dasi and Kartick Chandra Das Panja became the joint and equal owners of the abovementioned property.

AND WHEREAS by virtue a Bengali Deed of Conveyance dated on 2nd March, 1931, registered in the the office of Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. I, Volume No. 2, Pages 246 to 248, being No. 229 for the year 1931, Shailabala Dasi and Kartick Chandra Das Panja jointly sold and transferred ALL THAT piece and parcel of land measuring 97 decimals more or less lying and situated at Mouza- Sultanpur, J. L. No.- 10, R. S. No.- 148, Touzi No- 173, C.S. Khatian No. 381, within the office of Additional District Sub-Registrar, Cossipore, Dumdum, within the municipal limits of Dum Dum Municipality, P.S. Dum Dum, Ward No. 3, District- North 24 Parganas to Mathulal Ahir.

AND WHEREAS Mathulal Ahir died intestate leaving behind his wife namely Josodha Goalini and only daughter namely Dhanmani Yadav as his legal heirs and successors and hence, Jashoda Goalini and Dhanmani Yadav became the joint and equal owners of the abovementioned property.

AND WHEREAS after acquiring the abovementioned property by inheritance, Smt. Jashoda Goalini recorded her name in the Revisional

Settlement and had been enjoying and possessing the same jointly with her daughter namely Dhanmani Yadav free from all sorts of encumbrances.

AND WHEREAS by virtue of a Bengali Deed of Conveyance dated 7th December, 1976, registered in the office of Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 129, Pages 178 to 182, being No. 7951 for the year 1976, Josodha Goalini and Dhanmani Yadav jointly sold and transferred the land measuring 2 cottah 11 chittack 23 sq. ft. more or less lying and situated at Mouza- Sultanpur, J. L. No.- 10, R. S. No.- 148, Touzi No- 173, C.S. Khatian No. 381, within the office of Additional District Sub-Registrar, Cossipore, Dumdum, within the municipal limits of Dum Dum Municipality, P.S. Dum Dum, Ward No. 3, District- North 24 Parganas in favour of one Subodh Kumar Das.

AND WHEREAS Sri. Subodh Kumar Das became the sole and absolute owner of ALL THAT piece and parcel of land measuring 2 cottah 11 chittack 23 sq. ft. more or less, comprised in C.S. Dag No. 2403, R.S. Dag No. 2403/3345 under C.S./R.S. Khatian No. 381, lying and situated at Mouza- Sultanpur, J. L. No.- 10, R. S. No.- 148, Touzi No- 173, Holding No. 79, Nirmal Sengupta Sarani, within the office of Additional District Sub-Registrar, Cossipore, Dumdum, within the municipal limits of Dum Dum Municipality, P.S. Dum Dum, Ward No. 3, District- North 24 Parganas and constructed two-storied building on the abovementioned land.

AND WHEREAS Subodh Kumar Das was married to Smt. Usha Rani Das and had two sons namely Sri. Subol Das and Sri. Samiran Das and two daughters namely Smt. Shefali Aich Sarkar and Smt. Shibani Biswas.

AND WHEREAS Sri. Samiran Das died intestate on 17th September, 1995, leaving behind his wife namely Smt. Smritikana Das, his son namely Sri. Sudipta Das and his daughter namely Smt. Sudipa Das as his legal heirs and successors.

AND WHEREAS Subodh Kumar Das died intestate on 12th January, 2009, leaving behind his wife namely Smt. Usha Rani Das, one son namely Sri. Subal Das, two daughters namely Smt. Shefali Aich Sarkar and Smt. Sibhani Biswas, one daughter-in-law namely Smritikana Das (wife of predeceased son namely Late Samiran Das) and one grand-son namely Sri. Sudipta Das (son of predeceased son namely Late Samiran Das) and one grand-daughter namely Sudipa Das (daughter of predeceased son namely Late Samiran Das) as his legal heirs and successors.

AND WHEREAS Smt. Usha Rani Das, Sri. Subal Das, Smt. Smritikana Das, Sri. Sudipta Das, Sudipa Das, Smt. Shefali Aich Sarkar and Shibani Biswas became the joint and absolute owners of ALL THAT piece and parcel of land measuring 2 cottah 11 chittack 23 sq. ft. more or less, alongwith two storied building standing thereon comprised in C.S. Dag No. 2403, R.S. Dag No. 2403/3345 under C.S./R.S. Khatian No. 381, lying and situated at Mouza- Sultanpur, J. L. No.- 10, R. S. No.- 148, Touzi No- 173, Holding No. 79, Nirmal Sengupta Sarani, within the office of Additional District Sub-Registrar, Cossipore, Dumdum, within the municipal limits of Dum Dum Municipality, P.S. Dum Dum, Ward No. 3, District- North 24 Parganas, hereinafter referred to as the “**said land**” and the two storied building was divided into Lot “A”, Lot “B” and Lot “C”. **Lot “A”** consists of 183 sq. ft. more or less super built up area on the Ground Floor and First Floor and a vacant land measuring 128 sq. ft. more or less. **Lot “B”** consists of 728 sq. ft. more or less super built up area on the Ground Floor and a vacant land measuring 383 sq. ft. more or less. **Lot “C”** consists of 773 sq. ft. more or less super built up area on the First Floor and a land measuring 64 sq. ft. more or less being the moderate area on the Ground Floor consisting of staircase and prayer room only.

AND WHEREAS by a Deed of Gift dated 25th June, 2010, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and

recorded in Book No. I, Volume No. 175, Pages 175 to 177, being No. 6611 for the year 2010, **(1) SMT. SMRITIKONA DAS, (2) SRI. SUDIPTA DAS, (3) SRI. SUBAL DAS, (4) SMT. SHEFALI AICH SARKAR AND (5) SMT. SIBANI BISWAS**, the donors therein, gifted and transferred their undivided **4/5th share in the LOT "A"**, (BUILDING & OPEN AREA) i.e undivided 4/5th share in the land measuring 183 sq. ft. more or less super built up area on the Ground Floor and First Floor and a vacant land measuring 128 sq. ft. more or less (alongwith the building) equivalent to an area of land measuring 146.40 sq. ft. more or less super built up area on the Ground Floor and First Floor and a vacant land measuring 102.40 sq. ft. more or less (alongwith the building) on the said land to **USHA RANI DAS**, the donee therein. Therefore, **Lot "A"** consisting of 183 sq. ft. more or less super built up area on the Ground Floor and First Floor and a vacant land measuring 128 sq. ft. more or less belonged to **Smt. Usha Rani Das**.

AND WHEREAS by a Deed of Gift dated 16th November, 2010, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, CD Volume No. 22, Page from 1896 to 1909, being No. 06987 for the year 2010, **SMT. USHA RANI DAS**, the donor therein, gifted and transferred **Lot "A"** consisting of 183 sq. ft. more or less super built up area on the Ground Floor and First Floor and a vacant land measuring 128 sq. ft. more or less to **SMT. SHILPI DAS**. Therefore, **Lot "A"** consisting of 183 sq. ft. more or less super built up area on the Ground Floor and First Floor and a vacant land measuring 128 sq. ft. more or less belonged to **Smt. Shilpi Das**.

AND WHEREAS by a Deed of Gift dated 25th June, 2010, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 175, Pages 193 to 206, being No. 6613 for the year 2010, **(1) SMT. SMRITIKONA DAS, (2) SRI. SUDIPTA DAS, (3) SMT. USHA RANI DAS, (4) SMT. SHEFALI AICH SARKAR AND (5) SMT. SIBANI BISWAS**, the donors therein, gifted and transferred their undivided

4/5th share in the LOT "B", (BUILDING & OPEN AREA) i.e undivided 4/5th share in the land measuring 728 sq. ft. more or less super built up area on the Ground Floor and a vacant land measuring 383 sq. ft. more or less equivalent to an area of land measuring 582.40 sq. ft. more or less super built up area on the Ground Floor and a vacant land measuring 306.40 sq. ft. more or less on the said land to **SUBAL DAS**, the donee therein. Therefore, **Lot "B"** consisting of 728 sq. ft. more or less super built up area on the Ground Floor and a vacant land measuring 383 sq. ft. more or less belonged to **Sri. Subal Das**.

AND WHEREAS by a Deed of Gift dated 25th June, 2010, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 175, Pages 179 to 192, being No. 6612 for the year 2010, **(1) SMT. USHA RANI DAS, (2) SRI. SUBOL DAS, (3) SMT. SHEFALI AICH SARKAR AND (4) SMT. SIBANI BISWAS**, the donors therein, gifted and transferred their undivided **4/5th share in the LOT "C"**, (BUILDING & OPEN AREA) i.e undivided 4/5th share in the land measuring 773 sq. ft. more or less super built up area on the First Floor and a land measuring 64 sq. ft. more or less being the moderate area on the Ground Floor consisting of staircase and prayer room only equivalent to an area of land measuring 618.40 sq. ft. more or less super built up area on the First Floor and a land measuring 51.20 sq. ft. more or less being the moderate area on the Ground Floor consisting of staircase and prayer room only on the said land to **SMT. SMRITIKONA DAS AND SRI. SUDIPTO DAS**, the donee therein. Therefore, **Lot "C"** consisting of 773 sq. ft. more or less super built up area on the First Floor and a land measuring 64 sq. ft. being the moderate area on the Ground Floor consisting of staircase and prayer room only belonged to **Smt. Smriti Kona Das and Sri. Sudipto Das**.

AND WHEREAS thereafter, Sri. Subal Das, Smt. Shilpi Das, Smt. Smritikona Das and Sri. Sudipta Das entered into a Development Agreement dated 15th May, 2015, registered in the office of Additional District Sub-

Registrar, Cossipore, Dum Dum recorded in Book No. I, Volume No. 1506, Pages from 3492 to 3529, being No. 150604609 for the year 2015 with **“MAA TARA DEVELOPERS”** a partnership firm having its office at 147, Ramkrishna Road, P.S.- DUM DUM, P.O.- Italgacha, Kolkata- 700079, District- North 24 Parganas, West Bengal, represented by its partners namely **(1) SRI PROBIR KOLEY**, son of Sri Manik Lal Koley, by Occupation- Business, residing at Manikpur Thakurpara, Post Office - Italgacha, P.S.- Dum Dum, Kolkata- 700079, District- North 24 Parganas, West Bengal, **(2) SRI SUNIL KUMAR SHAW**, son of Indra Deo Shaw, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 8F, Sarath 2nd Lane, P.O. & P.S.- Phulbagan, Kolkata- 700010, West Bengal.

AND WHEREAS further Sri. Subal Das, Smt. Shilpi Das, Smt. Smritikana Das and Sri. Sudipta Das executed a General Power of Attorney after Development Agreement dated 16th June, 2015, registered in the office of Additional District Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. I, Volume No. 1506, Pages 37221 to 37244, being No. 150605536 for the year 2015 in favour of Maa Tara Developers.

AND WHEREAS as Maa Tara Developers, developer therein were unable to proceed with the development work on the said land for their personal reasons, Maa Tara Developers and Sri. Subal Das, Smt. Shilpi Das, Smt. Smritikana Das and Sri. Sudipta Das executed a Cancellation of Development Agreement dated 14th July, 2021, registered in the office of Additional District Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. I, Volume No. 1506-2021, Pages from 254168 to 254198, being No. 150606004 for the year 2021 in order to cancel the Development Agreement dated 15th May, 2015, being No. 150604609 for the year 2015.

AND WHEREAS further, a Revocation of Development Power after registration of Development Agreement dated 14th July, 2021, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and

recorded in Book No. IV, Volume No. 1506-2021, Pages from 3574 to 3598, being No. 150600166 for the year 2021 was executed by and between Sri. Subal Das, Smt. Shilpi Das, Smt. Smritikana Das and Sri. Sudipta Das and Maa Tara Developers in order to cancel the said Development Power after Registration of Development Agreement dated 16th day of June, 2015, Being No. 150605536 for the year 2015.

AND WHEREAS by a Gift Deed dated 13th July, 2021, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2021, Pages 252036 to 252059, being No. 150605727 for the year 2021, Smt. Smritikona Das and Sri. Sudipto Das gifted and transferred an area of land measuring 257.66 sq. ft. more or less super built up area out of 773 sq. ft. more or less super built up area on the First Floor and 21.33 sq. ft. more or less out of 64 sq. ft. more or less moderate land (having an iron staircase and prayer room) on the said land to Smt. Sudipa Sen (daughter of Smt. Smritikona Das and sister of Sri. Sudipta Das).

AND WHEREAS **SRI. SUBAL DAS, SMT. SHILPI DAS, SMT. SMRITIKANA DAS, SRI. SUDIPTA DAS and SMT. SUDIPA DAS** being the absolute, lawful and joint owners of **ALL THAT** piece and parcel of bastu land measuring **2 (Two) Cottahs 11 (Eleven) Chittaks 23 (Twenty-Three) sq. ft.** more or less along with two storied building measuring **1546 (One Thousand Five Hundred Forty-Six) sq. ft.** standing thereon lying and situated at Holding Nos. 79, 79/1 and 79/2, Nirmal Sengupta Sarani, Kolkata- 700079, appertaining to Mouza- Sultanpur, J. L. No.- 10, R. S. No.- 148, Touzi No- 173, C.S. Dag No. 2403, R.S. Dag No. 2403/3345, C.S. & R.S. Khatian No. 381, within the municipal limits of Dum Dum Municipality, P.S. Dum Dum, Ward No. 3, District - North 24 Parganas, jointly decided and agreed to construct the abovementioned property by constructing a multi-storied building upon it through, at the costs and expenses of the Developer herein.

AND WHEREAS **SRI. SUBAL DAS, SMT. SHILPI DAS, SMT. SMRITIKANA DAS, SRI. SUDIPTA DAS and SMT. SUDIPA DAS**, the Owner Nos. 1 to 5 herein and **MAPLE VENTURES**, the Developer herein, has agreed to construct a multi- storied building upon the abovementioned land and accordingly they entered into Development Agreement dated 2nd August, 2021, registered with Additional District Sub-Registrar, Cossipore, Dumdum, recorded in Book No. I, Volume No. 1506-2021, Page from 255550 to 255604, being No. 150606025 for the year 2021, at its own cost and expenses under the terms and conditions stipulated in that agreement.

AND WHEREAS further **SRI. SUBAL DAS, SMT. SHILPI DAS, SMT. SMRITIKANA DAS, SRI. SUDIPTA DAS and SMT. SUDIPA DAS** being the Owners No. 1 to 5 herein jointly along with **MAPLE VENTURES**, the Developer herein entered into a Supplementary Development Agreement dated 27th day of May, 2022, executed and registered before the office of the Additional District Sub-Registrar, Cossipore, Dumdum, recorded in Book No. I, Volume No. 1506-2022, Page from 292184 to 292201, being No. 150606903 for the year 2022, with certain terms and conditions as mentioned therein which is treated as a part of the Development Agreement dated 2nd August, 2021, being No. 150606025 for the year 2021.

AND WHEREAS after the Development Agreement dated 2nd August, 2021, registered with Additional District Sub-Registrar, Cossipore, Dumdum, recorded in Book No. I, Volume No. 1506-2021, Page from 255550 to 255604, being No. 150606025 for the year 2021 and the Supplementary Development Agreement dated 27th day of May, 2022, executed and registered before the office of the Additional District Sub-Registrar, Cossipore, Dumdum, recorded in Book No. I, Volume No. 1506-2022, Page from 292184 to 292201, being No. 150606903

for the year 2022, **SRI. SUBAL DAS, SMT. SHILPI DAS, SMT. SMRITIKANA DAS, SRI. SUDIPTA DAS and SMT. SHILPI DAS**, being the Owners No. 1 to 5 herein, jointly executed a Development Power of Attorney after registration of Development Agreement dated 27th day of May, 2022, executed and registered before the office of the Additional District Sub-Registrar, Cossipore, Dumdum, recorded in Book No. I, Volume No. 1506-2022, Page from 292779 to 292808, being No. 150606924 for the year 2022, in favour of **MAPLE VENTURES**, the Developer herein, with certain terms and conditions as mentioned therein.

PART – II

WHEREAS one Panchu Panja was the recorded owner as per the record of rights issued by the Government of West Bengal of ALL THAT piece and parcel of land measuring 97 decimals more or less lying and situated at Mouza- Sultanpur, J. L. No.- 10, R. S. No.- 148, Touzi No- 173, C.S. Khatian No. 381, within the office of Additional District Sub-Registrar, Cossipore, Dumdum, within the municipal limits of Dum Dum Municipality, P.S. Dum Dum, Ward No. 3, District- North 24 Parganas.

AND WHEREAS Panchu Panja died intestate leaving behind his wife namely Shailabala Dasi and one son namely Kartick Chandra Das Panja as his legal heirs and successors and hence, Shailabala Dasi and Kartick Chandra Das Panja became the joint and equal owners of the abovementioned property.

AND WHEREAS by virtue a Bengali Deed of Conveyance dated on 2nd March, 1931, registered in the the office of Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. I, Volume No. 2, Pages 246 to 248, being No. 229 for the year 1931, Shailabala Dasi and Kartick Chandra Das Panja jointly sold and transferred ALL THAT piece and parcel of land measuring 97 decimals more or less lying and situated at Mouza- Sultanpur, J. L. No.- 10,

R. S. No.- 148, Touzi No- 173, C.S. Khatian No. 381, within the office of Additional District Sub-Registrar, Cossipore, Dumdum, within the municipal limits of Dum Dum Municipality, P.S. Dum Dum, Ward No. 3, District- North 24 Parganas to Mathulal Ahir.

AND WHEREAS Mathulal Ahir died intestate leaving behind his wife namely Josodha Goalini and only daughter namely Dhanmani Yadav as his legal heirs and successors and hence, Jashoda Goalini and Dhanmani Yadav became the joint and equal owners of the abovementioned property.

AND WHEREAS after acquiring the abovementioned property by inheritance, Smt. Jashoda Goalini recorded her name in the Revisional Settlement and had been enjoying and possessing the same jointly with her daughter namely Dhanmani Yadav free from all sorts of encumbrances.

AND WHEREAS Smt. Jashoda Goalini died intestate on 3rd March, 1977 leaving behind her only daughter Smt. Dhanmani Yadav as her only surviving representative, legal heir and successor to inherit the property left by said Smt. Jashoda Goalini. Thus said Smt. Dhanmani Yadav became the sole and absolute owner in respect of the above mentioned property and had been enjoying and possessing the same free from all encumbrances.

AND WHEREAS by virtue of a Registered Deed of Conveyance which was registered on 09.9.1977 at Sub-Registry Office Cossipore Dum Dum and recorded in Book No. I, Volume No.124, Pages from 49to53, being No. 5383for the year 1977, Smt. Dhanmani Yadav sold, transferred and conveyed her right, title and interest in ALL THAT piece and parcel of land measuring 03 (Three) Cottahs 08 (Eight) Chittacks more or less lying and situates in Mouza – Sultanpur, comprised in Khatian No. 381, C.S. Dag No. 2403, R.S. Dag No. 2403/3345 to Shri Paresh Chandra Gangopadhyay.

AND WHEREAS after acquiring the abovementioned property by virtue of purchase, the said Shri Paresh Chandra Gangopadhyay constructed

a dwelling house upon a portion of the abovementioned land and had been enjoying and possessing the same free from all sorts of encumbrances by paying usual rents and taxes regularly.

AND WHEREAS by virtue of a Registered Deed of Gift 30th September, 1989, registered in the office of A.D.S.R.O., Cossipore, Dum Dum and recorded in Book No. I, Volume No. 104, Pages from 81 to 90, being No. 4886 for the year 1989, the said Shri Paresh Chandra Gangopadhyay gifted and transferred the land measuring 03 (Three) Cottahs 02 (Two) Chittacks 03 (Three) Sq. ft. more or less together with house lying and situates in Mouza – Sultanpur, comprised in Khatian No. 381, C.S. Dag No. 2403, R.S. Dag No. 2403/3345 to his wife Smt. Mira Gangopadhyay.

AND WHEREAS by virtue of a Registered Deed of Gift dated 14th December, 2014, registered in the office of A.D.S.R.O. Cossipore, Dum Dum and recorded in Book No. I, CD Volume No. 29, Pages from 2073 to 2085, Being No. 11551 for the year 2014, Smt. Mira Gangopadhyay gifted and transferred ALL THAT piece and parcel of bastu land measuring 03 (Three) Cottahs 02 (Two) Chittacks 03 (Three) Sq. ft. more or less together with one cemented flooring 30 years old single storied dwelling house measuring 600 Sq. ft. more or less lying and situates in Mouza – Sultanpur, comprised in Khatian No. 381, C.S. Dag No. 2403, R.S. Dag No. 2403/3345 to his son Shri Pankaj Kumar Gangopadhyayby.

AND WHEREAS after acquiring the said property by way of gift, the said Shri Pankaj Kumar Gangopadhyay mutated his name in the assessment record of local Dum Dum Municipality as Holding No. 80, Nirmal Sengupta Sarani Bye lane, Kolkata – 700 079, Ward No. 3 and have been enjoying and possessing the same free from encumbrances by paying usual taxes regularly.

AND WHEREAS Shri Pankaj Kumar Gangopadhyay, the Owner No. 6, herein acquired a valid right, title and interest over the aforesaid plot of bastu land measuring 03 (Three) Cottahs 02 (Two) Chittacks 03 (Three) Sq. ft. more or less together with one cemented flooring 30 years old single storied dwelling house measuring 600 Sq. ft. more or less standing thereon, lying

and situated in Mouza – Sultanpur, comprised in C.S. Dag No. 2403, R.S. Dag No. 2403/3345 under C.S./R.S. Khatian No. 381, J.L. No. 10, R.S. No. 148, Touzi No. 173, Holding No. 80, Nirmal Sengupta Sarani Bye Lane, Kolkata – 700 079, within the local limits of Dumdum Municipality, Ward No. 3, under Police Station – Dumdum, A.D.S.R.O. Cossipore, Dumdum, District – North 24 Parganas and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever by paying usual rents and taxes to the proper authorities concerned in his own name as absolute owner and possessor and have the absolute power of ownership and also right to sell, gift, lien, mortgage, assign the same to anybody else in any way as he will think fit and proper.

AND WHEREAS thereafter, Shri Pankaj Kumar Gangopadhyay entered into a Development Agreement dated 17th August, 2016, registered in the office of Additional District Sub-Registrar, Cossipore, Dum Dum recorded in Book No. I, Volume No. 1506-2016, Pages from 250279 to 250305, being No. 150606703 for the year 2016 with **“MAA TARA DEVELOPERS”** a partnership firm having its office at 147, Ramkrishna Road, P.S.- DUM DUM, P.O.- Italgacha, Kolkata- 700079, District- North 24 Parganas, West Bengal, represented by its partners namely **(1) SRI PROBIR KOLEY**, son of Sri Manik Lal Koley, by Occupation- Business, residing at Manikpur Thakurpara, Post Office - Italgacha, P.S.- Dum Dum, Kolkata- 700079, District- North 24 Parganas, West Bengal, **(2) SRI SUNIL KUMAR SHAW**, son of Indra Deo Shaw, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 8F, Sarath 2nd Lane, P.O. & P.S.- Phulbagan, Kolkata- 700010, West Bengal with certain terms and conditions contained therein.

AND WHEREAS further Shri Pankaj Kumar Gangopadhyay executed a General Power of Attorney after Development Agreement dated 17th August, 2016, registered in the office of Additional District Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. I, Volume No. 1506-2016, Pages 250800 to 250815, being No. 150606716 for the year 2016 in favour of Maa Tara Developers.

AND WHEREASas Maa Tara Developers, developer therein were unable to proceed with the development work on the said land for their personal reasons, Maa Tara Developers and Shri Pankaj Kumar Gangopadhyay executed a Cancellation of Development Agreement dated 14th July, 2021, registered in the office of Additional District Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. I, Volume No. 1506-2021, Pages from 254146 to 254167, being No. 150606003 for the year 2021 in order to cancel the Development Agreement dated 17th August, 2016, being No. 150606703 for the year 2016.

AND WHEREASfurther, a Revocation of Development Power after registration of Development Agreement dated 14th July, 2021, registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. IV, Volume No. 1506-2021, Pages from 3556 to 3573, being No. 150600165 for the year 2021 was executed by and between Shri Pankaj Kumar Gangopadhyay and Maa Tara Developers in order to cancel the said Development Power after Registration of Development Agreement dated 17th August, 2016, being No. 150606716 for the year 2016.

AND WHEREASShri Pankaj Kumar Gangopadhyay, the Owner No. 6 herein and **MAPLE VENTURES**, the Developer herein, has agreed to construct a multi- storied building upon the abovementioned land and accordingly they entered into Development Agreement dated 14th July, 2021, registered with Additional District Sub-Registrar, Cossipore, Dumdum, recorded in Book No. I, Volume No. 1506-2021, Page from 254199 to 254238, being No. 150606005 for the year 2021, at its own cost and expenses under the terms and conditions stipulated in that agreement.

AND WHEREASfurther Shri Pankaj Kumar Gangopadhyaybeing the Owner No. 6 herein along with **MAPLE VENTURES**, the Developer herein entered into a Supplementary Development Agreement dated 27th day of May, 2022, executed and registered before the office of the Additional District Sub-Registrar, Cossipore, Dumdum, recorded in Book No. I, Volume No. 1506-2022, Page from 292423 to 292437, being No.

150606902 for the year 2022, with certain terms and conditions as mentioned therein which is treated as a part of the Development Agreement dated 14th July, 2021, being No. 150606005 for the year 2021.

AND WHEREAS after the Development Agreement dated 2nd August, 2021, being No. 150606025 for the year 2021 and the Supplementary Development Agreement dated 27th day of May, 2022, being No. 150606903 for the year 2022, Shri Pankaj Kumar Gangopadhyay, being the Owner No. 6 herein, executed a Development Power of Attorney after registration of Development Agreement dated 27th day of May, 2022, executed and registered before the office of the Additional District Sub-Registrar, Cossipore, Dumdum, recorded in Book No. I, Volume No. 1506-2022, Page from 292758 to 292778, being No. 150606923 for the year 2022, in favour of **MAPLE VENTURES**, the Developer herein, with certain terms and conditions as mentioned therein.

AND WHEREAS all the Owners herein intended to construct the building by a single building plan after amalgamation of the above said two plots of land which have different Holding Nos. at Nirmal Sengupta Sarani Bye Lane, and at the request of the Developer for obtaining one single Holding Number, all the Owners herein applied before the Dum Dum Municipality for one single Holding No. and the Dumdum Municipal Authority granted their prayer and amalgamation of the lands were also granted and issued one Holding No. 79, Nirmal Sengupta Sarani Bye Lane, in respect of above said two Holding Nos. and thus the Owners herein became the joint owners and possessors in respect of a plot of land measuring 5 (Five) Cottahs 13 (Thirteen) Chittack 26 (Twenty-Six) sq. ft. more or less and are in possession of the abovementioned property more and fully described in **Schedule "A"** mentioned hereunder and hereinafter referred to as the "**said land**".

AND THUS the Owners herein become the absolute joint owners of the land measuring 5 (Five) Cottahs 13 (Thirteen) Chittack 26 (Twenty-Six) sq. ft. more or less with one with one tin shed structure measuring an

area of 1500 Sq. ft. standing thereon at Holding No. 79, Nirmal Sengupta Sarani, R.S. Dag No. 2403/3345, R.S. Khatian No. 381, J.L. No. 10, R.S. No. 148, Touzi No. 173, Mouza - Sultanpur, Police Station - Dumdum, Kolkata - 700079, Ward No. 3, District North 24 Parganas under Dumdum Municipality and hereinafter referred to as “**the said Land**” and more fully and particularly mentioned and described in the **Schedule “A”** hereunder written.

AND WHEREAS the Owners and the Developer pursuant to the Development Agreement duly commenced the construction of multi-storied buildings consisting of several commercial apartments, in accordance with the building **Sanction Building Plan No. PWD/Plan-G+IV/151/2021-22 dated 16.08.2021**, duly issued by Dum Dum Municipality, in respect of the project known as ‘**MAPLE MAGNUM**’.

AND WHEREAS the Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at **KOLKATA** on _____ under registration no. _____.

AND WHEREAS while in the course of construction the Developer invited offers for purchase of self-contained units/apartments and the Purchasers herein offered to purchase **ALL THAT** the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-**_____, containing by estimation an area of _____ (**_____**) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (**_____**) **Square Feet** more or less appertaining to _____ (**_____**) **Square Feet** more or less (**Super Built Up Area**), flooring _____, situate at the Project known as ‘**MAPLE MAGNUM**’, hereinafter referred to as the said “**UNIT**” more particularly described in the **SECOND SCHEDULE** hereunder written, constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and

common rights over common passages and common facilities and amenities attached to and available with all other units in the building at and for a total consideration of the said unit sum of **Rs. _____/-(Rupees _____)only.**

AND WHEREAS the said Unit is now since completed and the Purchasers have duly satisfied themselves as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in their favour.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In total consideration of the sum of **Rs. _____/- (Rupees _____) only** paid by the Purchasers herein to the Developer (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchasers) the Owners and Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said Unit purchased **ALL THAT the APARTMENT NO. _____, on the _____ Floor of the building being Block- _____, containing by estimation an area of _____ (_____) Square Feet more or less (Carpet Area) excluding balcony area of _____ (_____) Square Feet more or less appertaining to _____ (_____) Square Feet more or less (Super Built Up Area),** flooring _____, situate at the Project known as '**MAPLE MAGNUM**', constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building (morefully and more particularly described in the **SECOND SCHEDULE**) lying

and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners and/or Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchasers absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owners and/or Developer assure that The Purchasers shall be entitled to the rights, benefits and privileges attached to the said unit and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common areas (excluding the roof/terrace) and common facilities in the building for the use occupation and enjoyment of the said unit as detailed in **THIRD SCHEDULE** hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written AND FURTHER that The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Unit and/or Unit are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

THE OWNERS and/or DEVELOPER COVENANT WITH THE PURCHASERS AS FOLLOWS:-

1. The Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their

appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own uses and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owners and/or Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.

2. The Purchasers shall hold the said Unit and/or Unit free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners and/or Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners and/or Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them.
3. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to anyone without the consent of the Owners and/or Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchasers under the terms of this conveyance.
4. The Owners and/or Developer doth hereby further covenant with the Purchasers that the Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owners and/or Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.
5. The Owners and/or Developer and all persons having or claiming any

estate, right, title or Interest In the said Unit and/or Unit and premises hereby conveyed or any part thereof by, from under or in trust for the Owners and/or Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchasers in the manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required.

THE PURCHASERS COVENANT/S WITH THE OWNERS AND/OR DEVELOPER AS FOLLOWS:-

1. The Purchasers admits and accepts that the **OWNERS AND/OR DEVELOPER** and/or their employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions and the building Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the building thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
2. The Purchasers consents to be a member of the Association of Unit Owners to be formed by the Owners of **UNIT AND/OR UNIT** in the building for which Purchasers agrees and covenants:
 - i) To Co-Operate with The Other Co-Purchaser/s and the **OWNERS AND/OR DEVELOPER** /and /or the Association of Unit Owners in The Management and Maintenance of The Block/Complex/Project.
 - ii) **TO OBSERVE** the rules framed from time to time by the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners for quiet and peaceful enjoyment of the Complex as a decent place for

living.

- iii) **TO ALLOW** the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners with or without workmen to enter into the said **UNIT AND/OR UNIT** for the purpose of maintenance and repairs.
- iv) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **UNIT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNERS AND/OR DEVELOPER** and upon the formation of the association of Unit Owners. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **UNIT AND/OR UNIT** at a later date or the said **UNIT AND/OR UNIT** has been taken possession of or not by the Purchasers.
- v) **TO DEPOSIT** the amounts reasonably required with the **OWNERS AND/OR DEVELOPER** and upon the formation with the association of Unit Owners as the said case may be towards the liability for the rates and taxes and other outgoings.
- vi) **TO PAY** charges for electricity in or relating to the said **UNIT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- vii) **NOT TO** sub-divide the said **UNIT AND/OR UNIT**.
- viii) **NOT TO** do any act deed or thing or obstruct the further construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **UNIT AND/OR UNIT**.

- ix) NOT TO** throws dirt, rubbish or other refuse or permits the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- x) NOT TO** store or bring and allow to be stored and brought in the said **UNIT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- xi) NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xii) NOT TO** fix or install air conditions in the said **UNIT AND/OR UNIT** save and except at the places which have been specified in the said **UNIT AND/OR UNIT** for such installation.
- xiii) NOT TO** do or cause anything to be done in or around the said **UNIT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **UNIT AND/OR UNIT** or adjacent to the said **UNIT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv) NOT TO** damage or demolish or cause to be damaged or demolished the said **UNIT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- xv) NOT TO** 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 of the said

UNIT AND/OR UNIT which in the opinion of the **OWNERS AND/OR DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNERS AND/OR DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.

- xvi) NOT TO** installs grill the design of which have not been suggested or approved by the Architect of the Developer.
- xvii) NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **UNIT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii) NOT TO** raise any objection whatsoever to the **OWNER'S/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNERS AND/OR DEVELOPER** subject to approval by the concerned authority.
- xix) NOT TO** make in the said **UNIT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNERS AND/OR DEVELOPER** and/or any concerned authority.
- xx) NOT TO** raise any objection as and when the Owners and/or Developer erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/roof of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.

- xxi) NOT TO claim** any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.
- xxii) TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNERS AND/OR DEVELOPER** before the formation of the and /or the Association of Unit Owners and after the and /or the Association of Unit Owners is formed.
- xxiii) NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Owners and/or Developer herein including any further constructions, additions or alterations that may be made from time to time.
- xxiv) NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **UNIT AND/OR UNIT**.
- xxv) NOT TO** claims any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owners and/or Developer exercising its right to deal with the same.
- xxvi) NOT TO** place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **UNIT AND/OR UNIT**.
- xxvii) To pay GST** at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.

THE FIRST SCHEDULE ABOVE REFERRED TO:
DESCRIPTION OF THE SAID PREMISES

ALL THAT piece and parcel of a land measuring an area 5 (Five) Cottahs 13 (Thirteen) Chittack 26 (Twenty-Six) sq. ft. more or less with one tin shed structure measuring an area of 1500 Sq. ft. standing thereon comprised in R.S. Dag No. 2403/3345, R.S. Khatian No. 381, Holding No. 79, Nirmal Sengupta Sarani, R.S. Dag No. 2403/3345, R.S. Khatian No. 381, J.L. No. 10, R.S. No. 148, Touzi No. 173, Mouza - Sultanpur, Police Station - Dumdum, Kolkata - 700079, Ward No. 3, District- North 24 Parganas, under Dumdum Municipality which is butted and bounded by:

<u>ON THE NORTH BY</u>	:	Others Holding;
<u>ON THE SOUTH BY</u>	:	Municipal Road;
<u>ON THE EAST BY</u>	:	Others Holding;
<u>ON THE WEST BY</u>	:	Municipal Road.

THE SECOND SCHEDULE ABOVE REFERRED TO :
(THE SAID UNIT)

ALL THAT the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-**_____, containing by estimation an area of _____ (**_____**) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (**_____**) **Square Feet** more or less appertaining to _____ (**_____**) **Square Feet** more or less (**Super Built Up Area**), flooring _____, situate at the Project known as '**MAPLE MAGNUM**', constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

THE THIRD SCHEDULE ABOVE REFERRED TO :
(COMMON FACILITIES AND AMENITIES)

THE OWNER AND THE INTENDING PURCHASER OR PURCHASERS ARE ENTITLED TO COMMON USER OF THE COMMON AREAS (EXCLUDING THE ROOF OF THE BUILDING) AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:

1. The Foundation Column, Beams, Supports, Corridor, Lobbies, Stair Ways, Entrance and Exits Path ways.
2. Drains : Sewerage from the premises to the main road.
3. Water Reservoir.
4. Drainage Pipes from the Units to the Drains and sewer connection to the premises.
5. Toilets for use of the Durwans, Caretakers of the premises and/or servants.
6. Meter room.
7. Boundary Walls of the premises including outside wall of the building and main gate.
8. COMMON PARTS :
 - a) Pump and Meter with installation and room thereof.
 - b) Water pump, underground reservoir, water pipes and other common plumbing installation and space required thereto.
 - c) Transformer (if any), electric wiring meter for lighting stair case, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
 - d) Windows, Doors and other fittings of the common area of the premises.
 - e) Lift and their accessories installations and space required therefore.
 - f) Such other common parts areas equipment installations fixtures fittings covered and open space in or about the said

premises of the building as are necessary for use and occupancy of the Units as are required.

THE FOURTH SCHEDULE ABOVE REFFERRED TO:
(COMMON EXPENSES)

The proportionate expenses which will be borne by the Purchaser and the Owners with other occupiers or Owners of the flats of the said building:

1. The cost of maintaining, repairing, white washing, painting, re-building, replacing and decorating the main structure of the said building including the exterior thereof and in particular the common portion of the landing and staircase of the said building, rain water pipes, motor pumps, electrical wires, sewerage and all other common parts of the fixtures, fittings and equipment in, under or upon the said building enjoyed or used in common by the occupiers thereof.
2. The cost of acquisitions, legal proceedings, cost of cleaning, and electricity of the common entrances, passages, landings, staircase, main walls and other parts of the said building as enjoyed or used in common by the occupiers thereof.
3. The salary of managers, clerks, bills collectors, chowkidars, plumbers, electricians, sweepers etc. as decided by the Association.
4. The cost of working, repairing, replacement and maintenance of lights, pumps and other plumbing work including all other service charges for services rendered in common to all other occupiers.
5. Panchayat and other taxes (both Owners and occupiers) and other outgoings.
6. Insurance of the building against fire, earthquake or any other damages caused by natural calamities.
7. All electricity charges payable in common for the said building.

THE FIFTH SCHEDULE ABOVE REFFERRED TO :
(EASEMENTS)

1) The Purchasers shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said unit and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number thereof or appertaining thereto with the other Co-Owners and occupiers of other units of the building the rights, easements, quasi-easements, privileges thereto.

2) The right of access in common with other co owners or occupiers of the units of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.

3) The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that herein contained shall permit the Purchasers or any person deserving title under the Purchasers and/or her servants agents and employees invitees to obstruct in any way by deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers of other units of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.

4) The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner, not to demolish the support at present enjoyed by the said premises and the properties appurtenant thereto from the other part or parts of the said building.

5) The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said unit and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said unit and the said unit and the

said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said unit and the properties appurtenant thereto for all lawful purpose whatsoever.

6) The right with or without workmen and necessary materials for the Purchasers to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant thereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by
the **OWNERS, DEVELOPER and**
PURCHASERS at _____ in the
presence of:

WITNESS:

1.

**As the constituted attorney
holder of the Owners
SIGNATURE OF THE OWNERS**

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

RECEIPT

RECEIVED from the within named Purchasers the within mentioned sum
Rs. _____ **/ - (Rupees** _____ **)only** by way of total
consideration money as per Memo below :-

MEMORANDUM OF CONSIDERATION

Sl.No.	Date	Cheque No.	Bank	Amount (in Rs.)
			TOTAL	_____/ -

(Rupees _____ **)only.**

WITNESS:

1.

SIGNATURE OF THE DEVELOPER

2.

Deed prepared and Drafted by:-