

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the Day of
Two Thousand Twenty

B E T W E E N

(1) SRI RATAN KUMAR GHOSH (PAN: AECPG7038N & AADHAAR No. 4482 9002 2328) son of Late Ramani Mohan Ghosh and Late Manorama Ghosh, by Faith: Hindu, by Occupation: Business, by Nationality : Indian, **(2) SMT. DIPALI GHOSH (PAN: ADTPG6135G & AADHAAR No. 2819 6460 0638)**, wife of Sri Ratan Kumar Ghosh, by Faith: Hindu, by Occupation: Housewife, by Nationality: Indian, **(3) SMT. SUNANDA GHOSH (PAN: BKWPG8811N & AADHAAR NO. 4982 9244 2900)** wife of Late Rana Ghosh, by Occupation: Business, by Faith: Hindu, by Nationality: Indian, **(4) SRI RANOJOY GHOSH son of Late Rana Ghosh, by Occupation: Business, by Faith: Hindu, by Nationality: Indian,** **(5) SRI RAJA GHOSH (PAN: AECPG7046N & AADHAAR No. 8745 8331 5899)**, son of Sri Ratan Kumar Ghosh, by Faith: Hindu, by Occupation: Business, by Nationality: Indian, all residing at 1/1, Canal South Road, P.O: Tangra, Police Station: Entally, Kolkata – 700 015, **(6) SRI ASESH KANTI MAJUMDER (PAN: AZRPM7940H&AADHAAR No. 6812 0750 7254)** son of Late Atul Kumar Majumder and Late Rani Kana Majumder, by Faith: Hindu, by Occupation: Self-employed, by Nationality: Indian, residing at 22/B, Lansdowne Place, P.O: Sarat Bose Road, P.S: RabindraSarabar, Kolkata – 700 029, **(7) SMT. KUNTALA GHOSH (PAN: AQFPG5512L&AADHAAR No. 8065 4283 6837)** wife of Mr. Santanu Ghosh and daughter of Late Atul Kumar Majumder and Late Rani Kana Majumder, by Faith: Hindu, by Occupation: Housewife, by Nationality: Indian, residing at 106A, Motilal Nehru Road, P.O: Sarat Bose Road, P.S: Rabindra Sarabar, Kolkata – 700 029, **(8) SMT. MIMI DAS (ALGPD1719G&AADHAAR No. 2158 0968 4263)**, wife of Mr. ArunDasand daughter of Late Atul Kumar Majumder and Late Rani Kana Majumder, by Faith: Hindu, by Occupation: Housewife, by Nationality: Indian, residing at 12H, Baishnabghata Lane, P.O: Naktala, P.S: Naktala, Kolkata – 700 047, **(9) SMT. KAMALA GHOSH (PAN: BPYPG9164D&AADHAAR No. 7739 6715 8560)**, wife of Late Hari Narayan Ghosh, by Faith : Hindu, by Occupation : Housewife, by Nationality : Indian, residing at 1/1, South Sealdah Road, Police Station: Entally, P.O: Tangra, Kolkata - 700015, **(10) SRI SHOVAN GHOSH (PAN: BKPPG1372R & AADHAAR No. 8166 5155 3474)**, son of Late Hari Narayan Ghosh, by Faith : Hindu, by Occupation : Service, by Nationality: Indian, residing at 4A, Pan Bagan Lane, P.O: & P.S: Entally, Kolkata – 700 014, **(11) SRI MANOJ GHOSH (PAN: ASXPG5987F & AADHAAR No. 6455 7570 1623)**, son of Late Hari Narayan Ghosh, by Faith: Hindu, by Occupation : business, by Nationality: Indian, residing at 1/1, South Sealdah Road, P.O. & P.S: Entally, Kolkata - 700015, **(12) SMT. RITA GHOSH (PAN: CPWPG4185D & AADHAAR No. 5361 4726 9815)**, wife of Late Sudhir Kumar Ghosh, by Ffaith : Hindu, by Occupation : Housewife, by Nationality : Indian, residing at **3/1J**, South Sealdah Road, P.O: Tangra, P.S: Entally, Kolkata - 700015, **(13) MS. PRIYA SEN (nee GHOSH) (PAN: KGWPS3355C & AADHAAR No. 8617 6113 9472)**, daughter of Late Sudhir Kumar Ghosh, by Faith : Hindu, by Occupation : Household work, by Nationality : Indian, residing at T-80A/1C, Dr. S. Ch. Banerjee Road, P.O. & P.S: Belegkata, Kolkata – 700 010, **(14) MS. RITUPARNA**

GHOSH (PAN: BIZPG2368D&AADHAAR No. 3393 9569 7603), daughter of Late Sudhir Kumar Ghosh, by Faith : Hindu, by Occupation : Household. work, by Nationality: Indian, residing at 3/1J, South Sealdah Road, Post Office: Tangra, P.S: Entally, Kolkata – 700 015, **(15) SMT. CHANDRANI KUNDU (Nee GHOSH) (PAN: HIBPK9032G & AADHAAR No. 6215 6359 9649)** w/o. Sri Shib Shankar Kundu (daughter of Late Sudhir Ghosh), by Faith: Hindu, by Occupation Housewife, by Nationality: Indian, residing at 124, Kali Kumar Mazumdar Road, Post Office: Santoshpur, Police Station: PurbaJadabpur, South 24-Parganas Kolkata - 700 075 **(16) SMT. MITA GHOSH (PAN : BHIPG9931Q & AADHAAR No.8096 9795 3449)** wife of Late Madan Ghosh, by Faith - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at 4C, South Sealdah Road, Post Office - Tangra, Police Station - Entally, Kolkata – 700 015 AND **(17) SRI VICKY GHOSH, (PAN : BGNPG9913Q&AADHAAR No. 7454 8093 5204)** son of Late Madan Ghosh, by faith Hindu, by Occupation Business, residing at 4C, South Sealdah Road, Post Office - Tangra, Police Station - Entally, Kolkata - 700 015, hereinafter jointly referred to as the **OWNERS** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**, represented by **SRI SANJEEB GUPTA** (having **PAN No.: ADUPG1777F & AADHAAR No. 5353 7491 8356**) son of Sri Gopal Prasad Gupta, by Faith – Hindu, by Nationality: Indian, by Occupation – Business, residing at BA-17, Sector – I, Salt Lake City, P.O: Bidhannagar, P.S. Bidhannagar (North), Kolkata – 700 064 vide Power of Attorneys dated 11.12.2013 and duly registered in the Office of The A.R.A.- III Kolkata and duly recorded in Book- IV, Volume- 13, Page from 2176 to 2205, Being No.- 08897 for the Year 2013, dated 05.06.2018 duly registered in the office of The .D.S.R.- III South 24-Parganas, and duly recorded in Book- I, Volume- 1603-2018, Page from 72888 to 72919, Being No.160302307 for the Year 2018, dated 09.08.2019 duly registered in the office of The A.D.S.R. Sealdah, and duly recorded in Book- I, Volume- 1606-2019, Page from 120139 to 120210, Being No.160603215 for the Year 2019 and dated 16.06.2023 duly registered at the office of the A.D.S.R. Sealdah and recorded in Book – IV, Volume No. 1606-2023, Pages from 1333 to 1353, Being No. 160600069 for the year 2023;

AND

M/s. MAHAMANI PROPERTIES PRIVATE LIMITED (CIN No. U45400WB2013PTC190653& PAN: AAICM4413A) a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at

BA-17, Sector-1, Salt Lake, P.O.- Bidhannagar, P.S. –Bidhannagar North, Kolkata-700064, represented by one of its Director **SRI SANJEEB GUPTA** (having **PAN No.: ADUPG1777F & AADHAAR No. 5353 7491 8356**) son of Sri Gopal Prasad Gupta, by Faith – Hindu, by Nationality: Indian, by Occupation – Business, residing at BA-17, Sector – I, Salt Lake City, P.O: Bidhannagar, P.S. Bidhannagar (North), Kolkata – 700 064, authorised vide board resolution dated 21-08-2013, hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its legal successor(s) in interest and permitted assigns) of the **SECOND PART**;

AND

(1) MR.(**PAN** **& AADHAAR NO.**), son/wife/daughter of Mr., by Faith-, by Occupation -, **(2) MRS.** (**PAN** **& AADHAAR NO.**), son/wife/daughter of Mr., by Occupation -, both by Faith- by Nationality- Indian, residing at, Post Office-, Police Station-....., District-....., Pin-, hereinafter called and referred to as the "**PURCHASERS**" includes (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their successors, legal representatives, executors, administrators and assigns) of the **THIRD PART**;

DEFINITIONS : The following terms and expressions used in these presents, shall unless the same be contrary and or repugnant to the subject or context have the specific following meanings:

1. **BUILDING :** Shall mean B+G+7-storied Building consisting of residential flats, car parking spaces, shops, commercial spaces and others constructed, erected, promoted, developed and built on and upon the land at the premises under the First Schedule owned by the Owner-Vendor herein and practically executed by the Developer herein and shall include all constructions made on the premises from time to

time as per Sanctioned Plan and or necessary modifications if any regularized by the Developer by obtaining Occupancy Certificate.

2. **LAND :** Shall mean the entire land measuring an area ALL THAT piece and parcel of land measuring **35 Cottahs 04 Chittacks 29 Sq.** ft a little more or less situate lying at and being Premises No.6, Munshi Bazar Road, Police Station - Entally, Kolkata - 700 015 within Ward No. 57 of Kolkata Municipal Corporation in the District of South 24-Parganas. The Owners and the promoter have entered into a Development Agreements dated 11.12.2013, 25.05.2018 & 14.06.2019 at the office of the A.R.A – 1 Kolkata, D.S.R.- III South 24-Parganas & A.D.S.R. Sealdah, morefully and particularly mentioned, described, explained, enumerated and provided in the **FIRST SCHEDULE** hereunder written.

3. **PROJECT :** Shall mean an Enclave comprised of the said building in the nature of residential flats/units/commercial spaces/shops and car parking spaces and collectively named '**MEENA GALAXY**' and in relation therewith the work of development undertaken and also to be done by the Developer herein and/or any modification or extension thereof till such development, erection, promotion, construction and building or building/s at and upon the said premises be completed and possession of the completed Unit/s / Flat/s / Car Parking Space/s and Others be taken over by the Unit/Flat and occupiers.

4. **MUNICIPALITY:** Shall mean the Kolkata Municipal Corporation having the jurisdiction in respect of all municipal affairs including examination and granting sanction of plan/s for erection and construction of building/s on and over and in respect of all the holdings and properties under it's jurisdiction including the subject land/property hereunder the First Schedule.

5. **PLAN:** Shall mean and authenticated documents showing the erection/ construction of the subject building/s comprised of B+G+7-storied building duly sanctioned/approved by the Kolkata Municipal Corporation vide **B.P. PERMIT No. 2021070015 dated 10.05.2021** and shall also include variations/ modifications, alterations therein that may be made by the Developer herein as well as all revisions, renewals and extensions thereof, if any,

6. **THE FLAT:** Shall mean a specified covered space constructed and finished in a habitable condition on the Floor in the Building' and described in Part – I of the Second Schedule and which is capable of being exclusively owned, used and/or enjoyed by the Purchasers herein for the residential purpose only togetherwith the right of common use of the common portions appurtenant to the concerned Unit/Flat and wherever the context so intends or permits, shall include the undivided proportionate share and/or portion attributable to such Unit/Flat as detailed and described in Part – I of the **SECOND SCHEDULE** hereunder written and all the rights, properties benefits, easements and appurtenances in connection therewith.

7. **PARKING SPACE:** Shall mean right to park small size motor car in a space within Covered Common Car Parking Zone of the premises (particularly specified by the Developer for the Residential Unit Owner/s those who agree to acquire a Car Parking Space) and that have been enmarked by the Developer herein for Parking Car/s on extra costs. The said Car Parking Space under the Part – II of the Second Schedule has been allotted to the purchaser herein by the Developer and the Landowners.

8. **BUILT-UP AREA/COVERED AREA:** Shall, according to it's context, mean the plinth area of that Unit/Flat including the area of stair-case, landing with lifts space & lobby on the same floor whereon the said flat is situated and also the thickness of the outer walls, internal walls and pillars and also the thickness of the outer walls and also of such outer walls which are common between the adjacent Units/Flats including of the subject flat/unit under the Second Schedule.

9. **SUPER BUILT UP AREA:** Shall mean the covered area of any Unit/Flat including the proportionate shares of the staircase, landing, lobby & lift of the floor whereon or whereupon the 'Said Unit' is situated togetherwith 25% being the undivided proportionate shares of all common areas and / or common portions in the said premises (such as Septic tank, Overhead tank, Reservoir, Caretaker Room & Toilet, Lift room, duct and Community Room, internal Passage for ingress and egress and all other common areas in the premises) total aggregating super built up areas of an unit/ flat.

10. **ASSOCIATION:** Shall mean such Organisation called as the Association, Syndicate, Committee, Body, Society or Company which would comprise the Owners-Vendors, Developer - Builder and the representatives of the Purchasers herein of the Unit/s/Flat/s and be formed or incorporated at the instance of the Owners-Vendors herein / Developer-Builder herein for the common purposes with such rules and regulations as shall be framed by the Owners-Vendors herein / Developer/ Builder herein.

11. **COMMON EXPENSES :** Shall include all expenses for the management, maintenance and upkeep the Unit/Flat and the buildings, the common portions therein and the premises and the expenses for common purposes of the Residential Flats/ Car Parking Spaces, etc. and shall be payable proportionately by the Purchaser/s herein periodically as maintenance charges and others particularly and morefully described in the Fourth Schedule hereunder and also shall mean all other practical expenses for the purpose of smooth and proper administration of the building and the premises and for upkeepment thereof.

12. **COMMON PORTIONS:** Shall mean the common areas and installations in the building and the premises, which are mentioned, described, enumerated, and provided in the **THIRD SCHEDULE** hereunder written.

13. **COMMON PURPOSES:** Shall include the purpose of maintaining and managing the Premises, the Building and in particular the common portions, rendition of services in common to the Unit/Flat, collection and disbursement of the common expenses and dealing with the matters of common interest of the Unit/Flat owners and occupiers relating to their mutual rights and obligations for beneficial use and enjoyment of their respective Unit/s/Flat/s exclusively and the common portions commonly.

14. **ARCHITECT/SURVEYOR:** Shall mean such Architect(s)/Surveyor(s) having registration or license with the concerned municipal corporation and whom the Developer herein may from time to time, appoint as the Architect(s) of the Building.

15. **MAINTENANCE AGENCY:** Shall mean the Association, Society, Company, Body or Committee formed/ appointed by the Owners-Vendors herein/ Developer herein for the common purposes.

16. **PROPORTIONATE:** With all its cognate variations shall mean the proportion in which the built-up-area of any single flat/unit would bear to the entire undivided built-up-areas of all the flats/units collectively for the time being in the building, PROVIDED THAT where it refers to the share of any rates and/or taxes relating to the common purposes and the common expenses then such share shall mean the proportions in which the total amount of such taxes rates or expenses as shall be paid equally by the co-owners and such share shall be treated as such rates and/or taxes and common expenses as are being separately levied, and the Proportionate Share of the "Said Land" under the First Schedule and in a proportion to the measuring area of a single flat or unit out of the total measuring area of the entire undivided covered areas of all the flats and the units collectively in the building constructed on the "Said Land" at the "Said Premises".

17. **SAID UNIT:** Shall mean a Flat alongwith a Car Parking Space respectively described, mentioned, explained in PART- I & PART - II of the SECOND SCHEDULE hereunder written and further the right of common use of the common portions and wherever the context so intends or permits, shall include the said undivided share.

18. **SINKING FUND :** Shall mean the fund comprising of the amounts to be paid/ deposited and/or contributed by each Unit, including the Purchaser/s herein, towards sinking fund which shall be held by the Maintenance Agency on account of maintenance expenses.

19. **UNDIVIDED SHARE:** In relation to a Unit/Flat shall mean the undivided proportionate indivisible impartable variable share in land comprised in the said premises, which is attributable to the Unit/Flat concerned.

20. **OWNERS-VENDORS:** Shall mean all of the First Parties collectively herein holding rights of ownership on the entire land under the First Schedule and includes each of their legal successors and where the context so permits refer to only such of them as is/are concerned with the relevant matter/issue.

21. **DEVELOPER :** Shall mean M/s. Mahamani Properties Pvt. Ltd. the Second Party herein include it's successor or successors at office, executors,

administrator and legal representatives and dealing with business of promotion and development of Real Estates and construction of multi-storied buildings And shall mean sole and absolute Agent and Representatives of all the Owners-Vendors and at present holding physical possessional rights of the said 'Demised Land' and where the context so permits refer to only such of them as is/are concerned with the relevant matter/issue;

22. **PURCHASERS:** Shall mean the Third Party herein and include his/her/their respective successors, executors, legal representatives, administrators and or assigns and are agreed to purchase the "Said Property".

WHEREAS:

A. History of Title:

1. One Gopal Krishna Das was the owner of the property lying at 6 & 7, Munshi Bazar Road i.e. land measuring about 2 Bighas 14 Cottahs and 25 Sq.ft. together with structure standing thereon lying at 6, Munshi Bazar Road and land measuring about 2 Cottahs 6 Chittaks and 39 Sq. ft. together with structure standing thereon along with other properties.

2. The said Gopal Krishna Das died intestate on 06.11.1904 leaving behind him surviving his son Jiban Krishna Das as his only heir and legal representative in respect to his aforesaid properties and his wife Giribala Dassi, and daughter-in-law Tarak Bala Dassi seized and possessed considerable properties.

3. The said Jiban Krishna Das died intestate on 26.03.1905 leaving behind him surviving his mother Giribala Dassi as his only heiress and legal representative but leaving four sisters namely Santoshmohini Dassi, Durgeshnandini Dassi, Bidyutnalini Dassi alias Bidhumukhi Dassi and Nripendranandini Dassi who were also seized and possessed the properties left by their deceased father Gopal Krishna Das.

4. The said Giribala Dassi died intestate on 01.11.1918 leaving behind her surviving grandsons namely Panchanan Sarkar, Saradananda Sarkar, Sibananda Sarkar, Ashutosh Das, Gopinath Das, Kashinath Das, Kanailal Dalui and Jatindra Nath Biswas as reversionary heirs of said Jiban Krishna Das who were jointly inherited the properties left by deceased Jiban Krishna Das in equal share.

5. Upon demise of said Giribala Dassi on or about 01.11.2018 the Court of Wards known as Janbazar Ward Estate No.2 took over the management of the properties of Jiban Krishna Das.
6. On or about 16.07.1925 said Kanai Lal Dalui got his 1/8th share in the properties of Jiban Krishna Das released from the management of the court of Wards on attending majority and got his name recorded in the assessment records of the Calcutta Municipal Corporation in respect to his share of properties excepting Premises nos.73/1 and 74, Dharmatola Street, 5, Puran Chand Nahar Avenue and 1, Ram Chandra Avenue in which he had no share.
7. The said Panchanan Sarkar died intestate on 26.05.1982 leaving behind him surviving his sons namely Pradyumna Kumar Sarkar and Pratap Kumar Sarkar and his wife Angur Bala Sarkar as his heir and heiress.
8. The said Jatindra Nath Biswas died intestate on 01.06.1943 leaving behind him surviving his wife Radharani Biswas and his sons namely Jugal Kishore Biswas, Rabindara Nath Biswas alias Rabindar Kumar Biswas, Kartick Chandra Biswas and Arun Kumar Biswas as his legal heiress and heirs.
9. The said Ashutosh Das died intestate on 06.08.1947 leaving behind him surviving his sons namely Amiya Kumar Das, Ajoy Kumar Das and Amal Kumar Das as his legal heirs.
10. On or about 22.11.1950 said Kanailal Dalui filed a suit being Title Suit Being No.187 of 1950 in the court of Subordinate Judge at Alipore, 24-Parganas against said Pradyumna Kumar Sarkar, Pratap Kumar Sarkar, Angur Bala Sarkar, Saradananda Sarkar, Sibananda Sarkar, Amiya Kumar Das, Ajoy Kumar Das, Amal Kumar Das, Gopinath Das, Kashinath Das, Jugal Kishore Biswas, Rabindara Nath Biswas alias Rabindra Kumar Biswas, Kartick Chandra Biswas, Arun Kumar Biswas and Radharani Biswas.

11. The said suit being Title Suit being No.187 of 1950 finally disposed off in terms of commissioners report whereby and whereunder said property lying at 6 & 7, Munshibazar Road remain joint properties between the parties of the said suit.

12. The said Jugal Kishore Biswas died intestate leaving behind him surviving his wife Archana Biswas and two sons namely Meghnath Biswas and Chandan Biswas as his legal heiress and heirs who were jointly inherited the properties left by deceased Jugal Kishore Biswas.

13. The said Kanailal Dalui leaving behind him surviving his wife Renuka Dolui and two sons namely Alesh Kumar Dolui and Amalesh Kumar Dolui as his legal heiress and heirs who were jointly inherited the properties left by deceased Kanailal Dalui.

14. The said Gopinath Das leaving behind him surviving his wife Umarani Das and son Gokulananda Das as his legal heiress and heir who were jointly inherited the properties left by deceased Gopinath Das.

15. Upon demise Kashinath Das his sons and daughter in law Kalyan Kumar Das and Dipti Rani Das became the owner of his properties.

16. The said Amiya Kumar Das, Ajay Kumar Das, Amal Kumar Das, Rabindra Nath Biswas, Kartick Chandra Biswas, Arun Kumar Biswas, Archana Biswas, Meghnath Biswas, Chandan Biswas, Alesh Kumar Dolui, Amalesh Kumar Dolui, Renuka Dolui, Gokulananda Das, Umarani Das, Kalyan Kumar Das, Dipti Rani Das agreed to sell their undivided 05 annas share out of total 10 annas share in respect to Premises no. 6 & 7, Munshi Bazar Road, within the limits of the Calcutta Municipal Corporation (now Kolkata Municipal Corporation) i.e. land measuring about 18 Cottahs 01 Chittak 12.50 Sq. ft. (actual measurement 17 Cottahs 10 Chittaks 14 Sq.ft.) together with structure standing thereon unto and in favour of Dipali Ghosh, Rana Ghosh, Raja Ghosh, Hari Narayan Ghosh, Sudhir Ghosh, Madan Ghosh, by way of Memorandum of Agreement dated 12.12.1984 and the same was duly registered with the office of the Sub-Registrar, Sealdah and recorded in Book No. I, Being no.740 for the year 1984.

17. In terms of Memorandum of Agreement dated 12.12.1984 said Amiya Kumar Das, Ajay Kumar Das, Amal Kumar Das, Rabindra Nath Biswas, Kartick Chandra

Biswas, Arun Kumar Biswas, Archana Biswas, Meghnath Biswas, Chandan Biswas, Asesh Kumar Dolui, Amalesh Kumar Dolui, Renuka Dolui, Gokulananda Das, Umarani Das, Kalyan Kumar Das, Dipti Rani Das sold, transferred and conveyed a piece and parcel their undivided 05 annas out of total 10 annas share in respect to Premises nos. 6 & 7, Munshi Bazar Road, within the limits of the Calcutta Municipal Corporation (now Kolkata Municipal Corporation) i.e. land measuring about 18 Cottahs 01 Chittak 12.50 Sq. ft. (actual measurement 17 Cottahs 10 Chittaks 14 Sq.ft.) together with structure standing thereon unto and in favour of Dipali Ghosh, Rana Ghosh, Raja Ghosh, Hari Narayan Ghosh, Sudhir Ghosh, Madan Ghosh, by way of a Deed of Sale dated 27.03.1985 and the same was duly registered with the office of the Sub Registrar, Sealdah and recorded in Book No. I, Volume No.8, Pages 1 to 14, Being No.294 for the year 1985.

18. The said Archana Biswas executed a registered Indemnity Bond dated 27.03.1985 unto and in favour of Dipali Ghosh, Rana Ghosh, Raja Ghosh, Hari Narayan Ghosh, Sudhir Ghosh, Madan Ghosh whereby and whereunder she indemnified and harmless about her minor son Chandan Biswas who was one of the seller in Deed of Sale dated 27.03.1985 represented by said Archana Biswas and the said Indemnity Bond duly registered with the office of the Sub Registrar, Sealdah and recorded in Book No. I, Volume no.8, Pages 35 to 40, Being No.297 for the year 1985.

19. Ld. Civil Judge (Senior Division), 9th Court, Alipore by a final order dated 23.07.1986 in terms of compromise petition in Title suit being no.101 for the year 1985, allotted the undivided 1/4th share unto and in favour of the defendants namely Bimal Krishna Mondal, Provat Kumar Chatterjee, Sambhu Nath Mondal, Minoti Das, and Ajit Kumar Das in respect to Premises no. 6 & 7, Munshi Bazar Road, within the limits of the Calcutta Municipal Corporation (now Kolkata Municipal Corporation) upon payment of consideration amount fixed by the Court , unto and in favour of Dipali Ghosh, Satya Chanda, Rana Ghosh, Raja Ghosh, Hari Narayan Ghosh, Sudhir Ghosh, Madan Ghosh, Mira Chanda, Sanjib Chanda, Rajib Chanda, Santu Chanda .

20. The said Bimal Krishna Mondal died intestate on 23.03.1988.

21. Subsequently said Provat Kumar Chatterjee, Sambhu Nath Mondal, Minoti Das, and Ajit Kumar Das executed a Deed of Sale dated 10.03.1989 in respect to

aforesaid undivided 1/4th share in respect to Premises no. 6 & 7, Munshi Bazar Road, within the limits of the Calcutta Municipal Corporation (now Kolkata Municipal Corporation) i.e. land measuring about 14 Cottahs 01 Chittak 38.50 Sq. ft. unto and in favour of Dipali Ghosh, Satya Chanda, Rana Ghosh, Raja Ghosh, Hari Narayan Ghosh, Sudhir Ghosh, Madan Ghosh, Mira Chanda, Sanjib Chanda, Rajib Chanda, Santu Chanda which was duly registered with the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume no.88, Pages 378 to 387, Being no.2834 for the year 1989.

22. The said Dipali Ghosh, Satya Chanda, Rana Ghosh, Raja Ghosh, Hari Narayan Ghosh, Sudhir Ghosh, Madan Ghosh, Mira Chanda, Sanjib Chanda, Rajib Chanda, Santu Chanda sold, transferred and conveyed the said land measuring about 14 Cottahs 01 Chittak 38.50 Sq. ft. lying and situated at Premises no. 6 & 7, Munshi Bazar Road, within the limits of the Calcutta Municipal Corporation (now Kolkata Municipal Corporation) unto and in favour of one Manorama Ghosh by way of a Deed of Sale dated 30.06.1989 which was duly registered with the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume no.198, Pages 495 to 505, Being No.7402 for the year 1989.

23. One Sarada Nanda Sarkar became the owner of two annas undivided share in respect to Premises no. 6 & 7, Munshi Bazar Road, within the limits of the Calcutta Municipal Corporation (now Kolkata Municipal Corporation) i.e. land measuring about 7 Cottahs 41 Sq. ft. by way of Partition Decree in Title suit no. 187 for the year 1950 before the Ld. 5th Sub Ordinate Judge, Alipore.

24. The said Sarada Nanda Sarkar created a Trust named Leela Bati Trust Estate in respect to his said two annas undivided share in respect to Premises no. 6 & 7, Munshi Bazar Road, within the limits of the Calcutta Municipal Corporation (now Kolkata Municipal Corporation) by way of Trust Deed dated 25.05.1966, which was duly registered with the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 80, Pages 194 to 201, Being no.2713 for the year 1966 and appointed the Asit Kumar Sarkar as trustee of the said deed and it is also stipulate that upon demise of said Leela Bati Sarkar said Asit Kumar Sarkar shall be the absolute owner of the said property.

25. The said trustee i.e. Asit Kumar Sarkar leased out a portion of land measuring about 3 Cottahs 15 Chittaks 19 Sq. ft. together with structure standing thereon for a period of 99 years unto and in favour of Dipali Ghosh, Rana Ghosh, Raja Ghosh, Hari Narayan Ghosh, Sudhir Ghosh, Madan Ghosh by way of a Deed of Lease dated 12.12.1984, which was duly registered with the office of the Sub Registrar, Sealdah and recorded in Book No. I, Volume No.20, Pages 476 to 487, Being No.747 for the year 1990 and in clause no.6 on the said lease deed it is stipulated that upon demise of Leela Bati Sarkar said Asit Kumar Sarkar will sell the said leased property unto and in favour of the lessee Dipali Ghosh, Rana Ghosh, Raja Ghosh, Hari Narayan Ghosh, Sudhir Ghosh, Madan Ghosh.

26. The said Leela Bati Sarkar died on 25.10.1986 and on her death said Asit Kumar Sarkar became the absolute owner of the said two annas undivided share in respect to Premises no. 6 & 7, Munshi Bazar Road, within the limits of the Calcutta Municipal Corporation (now Kolkata Municipal Corporation) i.e. land measuring about 7 Cottahs 41 Sq. ft. and thus said Asit Kumar Sarkar in terms of said Deed of Lease dated 12.12.1984 sold, transferred and conveyed the said land leased land measuring about 3 Cottahs 15 Chittaks 19 Sq. ft. together with structure standing thereon unto and in favour of Dipali Ghosh, Rana Ghosh, Raja Ghosh, Hari Narayan Ghosh, Sudhir Ghosh, Madan Ghosh by way of a Deed of Sale dated 30.03.1990, which was duly registered with the office of the Registrar of Assurances , Calcutta and recorded in Book No. I, Volume No.61, Pages 434 to 443, Being No.4597 for the year 1990.

27. The said Hari Narayan Ghosh died intestate leaving behind his wife Kamala Ghosh and two sons namely Shovan Ghosh and Manoj Ghosh as his legal heirs and representatives.

28. The said Monorama Ghosh died intestate leaving behind his son Ratan Ghosh and daughter Rani Mazumdar as her legal heir and heiress.

29. A Title Suit being No. 156 for the year 2009 instituted between Satya Chanda, Mira Chanda, Sanjib Chanda, Rajib Chanda, Santu Chanda and Dipali Ghosh, Rana Ghosh, Raja Ghosh, Kamala Ghosh, Shovan Ghosh and Manoj Ghosh, Sudhir Ghosh, Madan Ghosh, Ratan Ghosh and Rani Mazumdar before the Ld. Civil Judge (Sr. Division), Sealdah for partition of the aforesaid joint properties, whereby and

whereunder the Ld. Court by an final order dated 05.01.2001 in terms of compromise petition allotted all that piece and parcel of land measuring about 1 Bigha 15 Cottahs 04 Chittaks 29 Sq. ft. lying and situated at 6 & 7, Munshibazar Road, within the limits of the Kolkata Municipal Corporation unto and in favour of said Dipali Ghosh, Rana Ghosh, Raja Ghosh, Kamala Ghosh, Shovan Ghosh, Manoj Ghosh, Sudhir Ghosh, Madan Ghosh, Ratan Ghosh and Rani Kana Mazumdar jointly.

30. The said Sudhir Ghosh died intestate leaving behind his wife Rita Ghosh and three daughters namely Priya Ghosh, Rituparna Ghosh and Chandrani Kundu (nee Ghosh) as his legal heiress and representatives.

31. By a Deed of Amalgamation the said Premises No. 6, Munshi Bazar Road, and 7, Munshi Bazar Road were amalgamated as one single premises as Premises No. 6, Munshi Bazar Road measuring about 1 Bigha 15 Cottahs 4 Chittacks 29 Sq. ft more or less.

32. The said Dipali Ghosh, Rana Ghosh (since deceased), Raja Ghosh, Kamala Ghosh, Shovan Ghosh, Manoj Ghosh, Rita Ghosh, Priya Ghosh, Rituparna Ghosh, Chandrani Kundu (nee Ghosh), Madan Ghosh (since deceased), Ratan Ghosh and Rani Kana Mazumdar (since deceased) entered into a Development Agreement dated 11.12.2013 with Mahamani Properties Pvt. Ltd. for the purpose of development of the land measuring about 35 Cottahs 04 Chittacks 29 Sq. ft. (but inadvertently the land was referred to as 36 Cottahs 02 Chittaks 25 Sq. ft.) and the same was duly registered with office of the Additional Registrar of Assurances –I Kolkata and recorded in Book No. I, CD Volume no.22, Pages 746 to 781, Being No.11567 for the year 2013. The measurement in the said Deed was incorrectly recorded but the correct land measures an area of 1 Bigha 15 Cottahs 04 Chittaks 29 Sq. ft under the amalgamated Premises No.6, Munshi Bazar Road and the parties are confirming the said area which is less than the area inadvertently recorded in the earlier development agreement.

33. The said Dipali Ghosh, Rana Ghosh (since deceased), Raja Ghosh, Kamala Ghosh, Shovan Ghosh, Manoj Ghosh, Rita Ghosh, Priya Ghosh, Rituparna Ghosh, Chandrani Kundu (nee Ghosh), Madan Ghosh (since deceased), Ratan Ghosh and Rani Kana Mazumdar (since deceased) also executed a Development Power of

Attorney dated 11.12.2013 whereby and whereunder they have appointed Sanjeeb Gupta and Sujit Gupta as their constituted attorneys and the same was duly registered with the office of the Additional Registrar of Assurances –III Kolkata and recorded in Book No. IV, CD Volume No.13, Pages 2176 to 2205, Being No.08897 for the year 2013.

34. The said Madan Ghosh died intestate on 12.07.2016 and is survived by his wife and son namely Mita Ghosh and Vicky Ghosh the First parties herein and accordingly as the co-owners of the First Schedule Property it has been mutually decided that to avoid any future dispute and difference between the parties the present owners have decided to execute a Supplementary Agreement in favour of the Developer and also a power of attorney by the present land owner in favour of the Developer.

35. The said Rani Kana Majumder died intestate on 05.11.2018 and is survived by her son and daughters namely Asesh Kanti Majumder, Kuntala Ghosh and Mimi Das the First parties herein and accordingly as the co-owners of the First Schedule Property.

36. The said Rana Ghosh died intestate on 31.01.2023 and is survived by his wife and son namely Sunanda Ghosh, and Ranjoy Ghosh the First parties herein and accordingly as the co-owners of the First Schedule Property.

37. The First Parties being the Co- Owners are absolutely seized and possessed of the undivided share in the land together with the other co-owners of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring 35 Cottahs 04 Chittacks 29 Sq. ft of land or a little more or less situate lying at and being part of premises Nos. 6 & 7 Munshi Bazar Road, presently known as 6, Munshi Bazar Road, Police Station - Entally, Kolkata – 700 015, within Ward No. 57 of Kolkata Municipal Corporation in the District of South 24-Parganas more fully described in the FIRST SCHEDULE hereunder written free.

B. Development Agreement & Power of Attorney:

1. The Owners/Vendors and/or their predecessor-in-interest intended to develop the said Premises and had entered into a Development Agreement with the Developer thereby authorising the Developer to construct new building and to sell the constructed spaces thereon on such terms and conditions as contained in Development Agreements dated 11.12.2013 duly registered in the office of The A.R.A – 1 Kolkata and duly recorded in Book- I, C.D. Volume- 22, Page from 746 to 781, Being No- 11567 for the Year 2013 and dated 14.06.2019 duly registered in the office of The A.D.S.R Sealdah and duly recorded in Book- I, Volume- 1606-2019, Page from 82286 to 82367, Being no- 160602287 for the Year 2019 with the Developer.

2. Pursuant to the Development Agreement dated 14.06.2019 and thereafter on 31.01.2023 the predecessor-in-interest namely Rana Ghosh, of the Owners therein, died intestate leaving behind the Owners namely Sunanda Ghosh and Ranojoy Ghosh herein to inherit his share in the Schedule Property and be entitled to the allocations as recorded in the aforesaid Development Agreement and it has now become incumbent upon the Landowners abovenamed to execute a fresh Power of Attorney in favour of the Developer identical to the terms of the earlier Development Agreement and Power of Attorney.

3. Pursuant to the terms of the Development Agreement the Owners/Vendors also nominated and appointed the Developer as the Attorney of the Owners by such powers and authorities as contained in the Power of Attorney dated 11.12.2013 and duly registered in the office of The A.R.A – III Kolkata, and duly recorded in Book- IV, CD. Volume- 13, Page from 2176 to 2205, Being no- 08897 for the Year 2013 and dated 09.08.2019 duly registered in the office of The A.D.S.R Sealdah, and duly recorded in Book- I, Volume- 1606-2019, Page from 120139 to 120210, Being no- 160603215 for the Year 2019 and dated 16.06.2023 duly registered in the office of the A.D.S.R. Sealdah, recorded in Book- IV, Volume No. 1606-2023, Pages from 1333 to 1353, Being No. 160600069 for the year 2023, empowering and authorising the Developer to sell, deal with / transfer the units pertaining to the Developer's Allocation.

4. The Owner/Vendors herein entered into a Supplementary Development Agreement with the Developer thereby authorising the Developer to construct new

building and to sell the constructed spaces thereon on such terms and conditions as contained in Development Agreement dated 25.05.2018 and duly registered with the office of The D.S.R.- III South 24-Parganas and duly recorded in Book- I, Volume- 1603-2018, Page from 71934 to 71960, Being no- 160302277 for the Year 2018 with the Developer and also executed a further Power of Attorney dated 05.06.2018 and duly registered with the office of The D.S.R.- III South 24-Parganas and duly recorded in Book- I, Volume- 1603-2018, Page from 72888 to 72919, Being no- 160302307 for the Year 2018 to the Developer and in particular authorising the Developer to sell, deal with / transfer the units pertaining to the Developer's Allocation Sanction of Building Plan:

5. On the basis of the powers and authorities as contained in the said Development Agreement and Power of Attorney the Developer obtained a **Sanctioned Plan Permit No. 2021070015 dated 10.05.2021** sanctioned by Kolkata Municipal Corporation and appointed the Developer for the purpose of carrying out the development of the Said Premises and construction of the Said Project as per the Sanctioned Plans and is entitled to sell the constructed spaces in terms of the Development Agreement.

C. Completion of Building:

1. As per terms and conditions of the said agreement and as per sanctioned plan the Developer has completed the construction work of the multi storied building consisting of several flats, commercial spaces and parking spaces etc. in the Complex being known as "**MEENA GALAXY**" (Said Complex) Apartment and in due course of time the said Developer completed the construction and the Developer and the Owners/ Vendors mutually settled their respective allocations with the Owners/Vendors.

D. Subject matter of Sale and representations (Said Flat and Parking Space):

1. The Purchasers herein having been satisfied with the free and unencumbered title of the Owners/Vendors as well as the rights of the Developer herein as per documents produced before them and also being satisfied with the construction, erection, promotion, building and development of the subject Housing Project '**MEENA GALAXY**' lying erected and/or situated and lying at and upon the said

FIRST SCHEDULE landed property hereunder written and offered to the Owners/Vendors herein a proposal for purchasing, owning, occupying, seizing and possessing **ALL THAT** a self-contained Residential Apartment being No. _____, on the _____ floor of the building, measuring built-up area of _____ sq.ft. (more or less), carpet area _____ sq. ft. (excluding balcony), (Super built-up area.....sq.ft.), open terrace areasq.ft.(not available in all flats) with facility to park one small size passenger car in the covered (Back to Back / Common Single) car parking space, being no._____ in the **Ground / Basement** Floor together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in THIRD SCHEDULE, of the said Housing Complex '**MEENA GALAXY**' at or for the price of ₹/- (**Rupees**) only together with **covered common Car Parking Space** measuring about an area a little more or less **120** Square Feet super built up thereof and described in the Part – II of the Second Schedule hereunder written at or for the price of ₹/- (**Rupees**) only aggregating a total price of...../- (**Rupees**) only for the said flat along with the said car parking space togetherwith the undivided proportionate share of the Said Land and all the rights, properties, benefits, easements and appurtenances in connection thereto and which offer or proposal have been accepted by the Vendor and the Developer.

2. By an Agreement for Sale dated the Owners/Vendors as well as the Developer herein have agreed to sell and the Purchasers herein have agreed to purchase **ALL THAT** a self-contained Residential Apartment being No. _____, on the _____ floor of the Block- _____, measuring built-up area of _____ sq.ft. (more or less), carpet area _____sq. ft. (excluding balcony), (Super built-up area.....sq.ft.), open terrace areasq.ft.(not available in all flats) with facility to park one small size passenger car in the covered (Back to Back / Common Single) car parking space, being no._____, together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in the Third Schedule, of the said Housing Complex '**MEENA GALAXY**' morefully and particularly described in the Second Schedule hereunder written together with undivided, impartable proportionate share of the Said Land described in the First

Schedule togetherwith common easement rights in all the common areas and common parts and also the common facilities so are described in the Third Schedule and as provided at the Said Premises by the Vendors and the Developer at or for a total price of ₹/- (**Rupees**) only free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatsoever from any person whomsoever and from any corner and manner whatsoever. The '**Said Flat**' alongwith the '**Said Car Parking Space**' described hereinabove and morefully described in the Second Schedule hereunder for individual use and enjoyment of the Purchasers alongwith said proportionate & undivided shares of common rights in all "Common Parts"/"Common Areas" in the "Said Building"/"Said Block" and also Common Parts and Common Areas in the Said Premises as described in the Third Schedule hereunder written Togetherwith said undivided and impartable proportionate rights, title and interest as an owners with other co-owners in the '**Said Land**' under the First Schedule hereto and all the right, properties, easements, benefits, and appurtenances in connection to the 'Said Flat' and the 'Said Car Parking Space' collectively hereunder transfer to the Purchasers by the Vendors and the Developer are; hereinafter and hereinabove for the sake of brevity collectively referred to as the "**Said Property**".

3. The Owners and the Developer herein have specifically represented to the Purchasers that The SAID FLAT is free from all encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and further without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner and that the Owners and the Developer have full right, title and interest in The SAID FLAT and have full right and authority to assign and transfer all their right, title and interest therein and the Owners and the Developer herein further declare that the clear title to The SAID FLAT and its appurtenances belongs to the Owners and the Developer herein absolutely and that no other person or persons have any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in The SAID FLAT and that notwithstanding anything herein contained, any act, deed, matter or thing of

whatsoever nature done by the Owners and the Developer herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owners and the Developer herein have themselves full right, power and absolute authority to sell or transfer to the Purchaser/s herein The SAID FLAT and his/her/their right, title and interest in the said property and that the Owners and the Developer herein have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the SAID FLAT by the Purchasers herein may be rendered illegal and/or unauthorized for any reason or on any account.

4. AND WHEREAS subsequently in pursuance to the said agreement the Developer have progressed the construction works and the said Flat/Unit hereunder sell has been duly completed and the Purchasers upon due inspection of the said unit/flat is/are fully satisfied of the constructional work of the said unit/flat hereunder sale and in full satisfaction of the marketable title of the vendors so as also the rights and title of the developer relating to the same have agreed to acquire the “**Said Property**” by way of purchase and all the Parties herein upon due compliance of the terms and conditions of the said agreement and others thereof are executing and registering these presents amongst themselves.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:

In consideration of the sum of ₹/- (**Rupees**) only paid by the Purchaser/s 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 Purchaser/s) the Owners and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchaser/s herein the SAID FLAT purchase **ALL THAT** Residential Flat No. in the **Block No.**, on **Floor**, measuring built-up area of sq.ft. (more or less), carpet area sq. ft. (excluding balcony), (Super built-up area **sq.ft.**), **open terrace area**sq.ft.(not available in all flats) and **right to park 1 (one) medium sized car in the covered (Back to Back / Single) Common car parking space being space No. in the Ground / Basement Floor** in the Said Complex named “**MEENA GALAXY**” (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** other common facilities and amenities and the right in common over the common areas and spaces around the building **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 Purchaser/s 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 Purchaser/s shall be entitled to the rights, benefits and privileges attached to the SAID FLAT and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in **Common Parts of the Building** as described in the **THIRD SCHEDULE** for the use occupation and enjoyment of The SAID FLAT as detailed in the hereunder written and/or described and the Purchaser/s shall be entitled to the **Rights and Obligations** are as detailed in the **FOURTH SCHEDULE** hereunder written and/or described and the Purchaser/s shall bear the **Common expenses** as detailed in the **FIFTH SCHEDULE** hereunder written and /or described and the Purchaser/s shall abide by the **Mutual Covenants** as are described in the **SIXTH SCHEDULE** hereunder written.

THE PURCHASERS HEREIN DOTH HEREBY COVENANT WITH THE OWNERS/ VENDORS AS WELL AS THE DEVELOPER HEREIN AS FOLLOWS:

1. To observe fulfill and perform the covenant hereunder written and/or under the sale agreement save those thereof as have already been observed fulfilled and performed but including those described under the **FOURTH SCHEDULE** hereunder written and/or given and shall regularly and punctually pay and discharge all taxes and impositions on the said Unit/Flat wholly and the common areas proportionately and all other outgoings in connection with the said Unit/Flat wholly and the building and particularly the common areas proportionately including the common expenses.

2. The Purchaser/s herein have examined the PLAN under proper guidance and is acquainted with the Block and Enclave that have been constructed on the said premises and the Purchaser/s have identified their requirement as stated in the Agreement and agrees that he/she/they shall neither have nor shall claim any right over any portion of the Block/Complex/Premises save and except the Flat/Unit and Apartment and the properties appurtenant thereto.

3. The Purchaser/s admit and accept that the Owners/Vendors/ Developer herein and/or it's employees and/or agents and/or contractors shall be entitled to use and utilize the Block Common Portions and the Complex Common Portions for movement of building materials and for other purposes as and if may become necessary for completing the Construction of the Complex and/or extension thereof and notwithstanding the temporary inconvenience that may be caused for extension and/or completion as stated above the Purchaser/s shall not raise any objection in any manner whatsoever with regard thereto and has in any event waive the right to raise any such objection.

4. The Purchaser/s consent to appointment of the Maintenance Company/Holding Company by the Vendor/Developer herein and from the date of possession of the said Flat/Unit and/or Apartment the Purchaser/s agree and covenants:

a) **To Co-Operate** with the other Co-Purchaser/s and the Owners/Vendors/ Developer/ Holding Company in the Management and Maintenance of the Block/ Complex.

b) **TO OBSERVE** the rules framed from time to time by the Vendors/Developer herein and/or the Holding Company and upon formation by the Association or Co-operative Society or Private Limited Company for quite and peaceful enjoyment of the Complex as a decent place for living.

c) **TO ALLOW** the Owners/Vendors herein with or without workmen to enter into the said Unit/Flat and/or Apartment for the purpose of maintenance and repairs.

d) **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

FLAT AND/OR UNIT and/or to make deposit on account thereof in the manner mentioned hereunder to or with the Owners/Vendors herein and upon the formation of the Association or Co-operative Society or Private Limited Company.

e) **TO DEPOSIT** the amounts reasonably required with the Developer herein and upon the formation with the Association or Co-Operative Society or Private Limited Company as the said case may be towards the liability for the rates and taxes and other outgoings.

f) **TO PAY** charges for electricity in or relating to the said Flat/Unit and/or Apartment wholly and proportionately relating to the COMMON PORTIONS.

g) **TO PAY** maintenance charges, both Fixed and Variable Charges, regularly as indicated in the FOURTH SCHEDULE below, on the basis of the bills as raised by the Developer/ Maintenance Company/Holding Organization, as the case may be, without claiming any deduction or abatement in any manner or on any account, from the date of possession. The Purchasers further accepts and confirms that on default of payment of maintenance charges by the Purchasers, the Developer herein shall have the right to disconnect the water connection to the said Flat/Unit and/or Apartment.

h) **NOT TO** sub-divide the said Flat/Unit and/or Apartment and/or the parking space or any portion thereof; and also not to create any obstruction to any other parking space owner/s in parking of their car.

i) **NOT TO** do any act, deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers' enjoyment of the said Flat/Unit and/or Apartment.

j) **NOT TO** throw 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.

k) **NOT TO** store or bring and allow to be stored and brought in the said Flat/Unit and/or Apartment 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.

- l) **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.
- m) **NOT TO** fix or install air conditions in the said Flat/Unit and/or Apartment save and except at the places which have been specified in the said Flat/Unit and/or Apartment for such installation.
- n) **NOT TO** do or cause anything to be done in or around the said Flat/Unit and/or Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Flat/Unit and/or Apartment or adjacent to the said Flat/Unit and/or Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- o) **NOT TO** damage or demolish or cause to be damaged or demolished the said Flat/Unit and/or Apartment or any part thereof or the fittings and fixtures affixed thereto.
- p) **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 Flat/Unit and/or Apartment which in the opinion of the Vendors/Developer herein differs from the colour scheme of the building or deviation or which in the opinion of the Vendors/Developer herein may affect the elevation in respect of the exterior walls of the said building.
- q) **NOT TO** install grills the designs of which have not been suggested or approved by the Architect.
- r) **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 Flat/Unit and/or Apartment or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- s) **NOT TO** raise any objection whatsoever to the Developer's dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the Vendors/ Developer herein subject to approval by the concerned authority.

- t) **NOT TO** make in the said Flat/Unit and/or Apartment 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 Developer herein and/or any concerned authority.
- u) The Purchasers shall not fix or install any antenna on the roof or terrace of the said building nor shall fix any window antenna excepting that the Purchasers shall be entitled to avail of the cable connection facilities to be provided by the Vendors/ Developer herein to the Purchasers and also the other owners of the units in the said premises at their cost.
- v) **NOT TO** use the said Flat/Unit and/or 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 building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Marriage House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking space, if allotted, anything other than private motor car and/or motor cycle in the two wheeler parking spaces and shall not raise or put up any kutcha or pucca construction grided wall/enclosures thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the parking space.
- w) **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.
- x) **NOT TO** use the allocated car / two wheeler parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/two wheeler.
- y) **NOT TO** park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the Owners/Vendors herein.

z) **TO ABIDE** by such building rules and regulations as may be made applicable by the Owners/Vendors herein before the formation of the Holding Organization and after the holding organization is incorporated to comply with and/or adhere to the building rules and regulations of such holding organization.

aa) **NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said Flat/Unit and/or Apartment.

bb) **NOT TO** place any signboard, hoarding, signage on the outer and/or inner wall except a reasonably sized nameplate outside the main door to the Flat/Unit and/or Apartment.

cc) **NOT TO** re-sale the Car Parking Space hereunder transfer to the Purchasers which is exclusively in relation to the purchase of the Said **Flat No.** of the Building and as such the Purchasers shall not be entitled to sale out the Said Car Parking Space pertaining the same from the Said Flat to any outsider although at their sole discretion shall be entitled to sell the said Parking Space collectively with the Said Flat to any outsider as also shall be entitled to sale-out the said Car Parking Space independently to any other Purchasers having and owing a Flat within the premises.

dd) **NOT TO** slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said project.

5. Till formation of the Holding Company, subject to all Flat/Unit and/ or Apartment buyers paying the Common Expenses/Maintenance Charges, the Owners/Vendors herein shall manage and maintain the Block Common Portions and the Complex Common Portions.

6. The Purchasers acknowledges at or before entering into the subject transaction that the Developer herein have made known to the Purchasers herein that the Developer herein shall be entitled to acquire any other piece or parcel of land adjoining or contiguous to the said residential area (hereinafter referred to and called as the additional area) and shall be entitled to provide all the facilities and/or utilities existent in the said residential area to any new building and/or buildings which may be constructed and/or promoted on the said additional area including any access and/or for the purpose of ingress in and egress from and/or through the common parts and

portions of the said residential area to the new building and/or buildings which may be constructed and/or built and/or promoted on the additional area including drainage, sewerage, transformer, generator, cable ducts, water lines and such other facilities and/or amenities and/or utilizes which are to be provided in the said complex and/or residential area.

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

1. The said Unit/Flat and/or Apartment in terms hereof shall be considered completed and tenantable upon the execution of these presents and vacant possession thereof will be duly handed over by the Developer herein by issuance of letter/certificate of possession in favour of the Purchasers.
2. The Purchasers herein neither have nor shall claim from the Developer herein or any co-owner thereof any right title or interest in any other part or portion of the land and building SAVE AND EXCEPT the said share and the properties and rights appurtenant thereto and the said Unit/Flat and/or Apartment and the undivided impartable proportionate share and the benefits rights and properties sold and conveyed.
3. The right of the Purchasers herein shall remain restricted to the said Flat and/or Unit only and the properties appurtenant thereto and the Purchasers shall have no right nor shall claim any exclusive right over and in respect of any other Units/Flats and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and the Owners/Vendors herein shall have the exclusive right to deal with the same.
4. In as much as there are more than one building to form part of the said Residential Area, the Purchasers acknowledges that it is necessary that a particular agency should be appointed as the Holding Organization and for the aforesaid purpose it has been agreed by and between the parties hereto that the Developer herein shall be entitled to appoint a Company for undertaking maintenance of the common parts and portions and for rendition of common services and the Purchasers agree to abide by the rules and regulations framed by the said Holding Organization.

The Building and the premises shall initially be managed and maintained by the Developer or a Maintenance Agency temporary appointed by the Developer herein.

5. The Owners-Vendors and the Developer herein in participation of all the co-owners including the Purchasers herein shall take steps for formation of the Association. Any Association, Syndicate, Committee, Body Or Society, if any, formed by the Unit/Flat/Car Parking Owners and occupiers without the participation of the Owners/ Vendors and the Developer herein shall not be entitled to be recognized by the Owners-Vendors and the Developer herein and shall not have any right to represent the Unit/Flat/Car Parking owner/s and occupier/s to raise any issue relating to the Building/s or the premises. The maintenance of the Building/s shall be made over or handed over to the Association by the Developer or it's nominated/ appointed Maintenance Agency and upon such making over the Association shall be responsible for the maintenance of the Building/s and the Premises.

6. The employees of the Maintenance Agency of the common purposes such as Watchmen, Security Staff, Caretaker, Liftmen, Sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchasers herein hereby consents to the same and shall not be entitled to raise any objection thereto.

a. The Purchasers herein shall from the date of possession use and enjoy the said Unit/Flat /Car Parking Space/s and Other/s in the manner not inconsistent with their rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit/s/Flat/s/Car Parking Space/s and Other/s and/or any of Owners-Vendors and the Developer-Confirming Party herein.

b. All costs, charges and Expenses relating to the formation and functioning of the Association shall be borne and paid by all Unit/Flat/Car Parking Owner and occupiers of the Buildings including the Purchasers herein.

7. The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

8. The obligations and covenants of the Purchasers herein in respect of the user, maintenance and enjoyment of the said Unit/Flat/Car Parking Space, the common portions, the Building/s, and the premises including payment of maintenance charges, electricity charges, municipal and other taxes and other outgoings are more fully and particularly mentioned, described, enumerated, provided, given and specified in the EIGHTH SCHEDULE of the said Agreement for Sale and all others stipulated hereto written and all the same shall be binding on the Purchasers herein.

9. The Purchasers agree/s to regularly and punctually make payment of the proportionate share of municipal rates and taxes until such time the said Flat/Unit/Car Parking Space and/or Apartment are mutated in the name of the Purchasers including the maintenance charges and/or service charges payable to the Developer/said Maintenance Company and/or Holding Organization.

10. The Purchasers further acknowledge that timely payment of the said maintenance charges is a must in as much as non-payment thereof is likely to adversely affect the other Flat/Unit and/or Apartment owners and/or cause disruption in the common services to be provided by the Developer/Maintenance Company and/or Holding Organization to other Flat/Unit and/or Apartment owners and as such the Purchasers herein have agreed to regularly and punctually make payment of the said maintenance charges and in the event of any default of the Purchasers in making payment of the maintenance and /or service charges and if such default continues for a period of two months then and in that event without prejudice to any other right which the Developer herein and/or Holding Organization/Owners' Association for the time being in force may have, the Developer herein and/or Holding Organization/Owners' Association shall be entitled to and the Purchasers hereby consent to the Developer herein and/or Holding Organization/Owners' Association whichever is whenever applicable:

- i) Disconnecting the supply of electricity.
- ii) Disconnecting the supply of water.
- iii) Preventing the use of lifts by the Purchaser/s and/or its visitors.
- iv) Withdraw all the common services to be provided by Developer / such Maintenance Company / Association/Syndicate until such time all amounts lying in arrears are paid together with interest at the rate of 15% (Fifteen Percent) per annum.

11. The Purchasers agree not to become a member of any other Syndicate/ Maintenance Company/Holding Organization and to avail of the common services to be rendered only by such Maintenance Company/Syndicate appointed by the Developer herein and through none else.

12. Time for payment and due performance and observance of the terms and conditions herein contained shall always remain as the essence of the contract.

13. The right of the Purchasers shall remain restricted to the said Flat/Unit and/or Apartment and the Properties Appurtenant thereto and in no event the Purchasers shall be entitled to and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said Premises.

14. The name of the ENCLAVE shall be "**MEENA GALAXY**" and will not be changed.

15. The Developer herein shall be entitled to all future vertical/lateral expansion of the said BLOCK by way of additional construction or otherwise and the Purchasers have agreed not to raise any objection in any manner whatsoever or howsoever.

16. The Owner and the Developer herein shall have exclusive right over all open areas, unsold constructed areas within the Premises, which are not specifically allotted.

17. The hoarding of **MEENA GALAXY** may be erected in any portion within the 'Said Premises' as desire by the Developer at it's discretion.

THE FIRST SCHEDULE ABOVE REFERRED TO
THE SAID PREMISES

ALL THAT piece and parcel of land measuring **35 Cottahs 4 Chittacks 29 Sq. ft** a little more or less situate lying at and being Premises No.6, Munshi Bazar Road, Police Station - Entally, Kolkata - 700 015 within Ward No.57 of Kolkata Municipal Corporation in the District of South 24-Parganas, butted and bounded in the manner following :-

On the North : By 8, Munshi Bazar Road;

On the South : By South Sealdah Road;
 On the East : By 6/A, Munshi Bazar Road;
 On the West : By Munshi Bazar Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

PART - I
THE SAID FLAT

ALL THAT Tiles Finished Residential Flat No. in Block No.:- , on
Floor, measuring built-up area of sq.ft. (more or less), carpet area sq. ft.
 (excluding balcony), (Super built-up area **sq.ft.**) **open terrace area**
.....sq.ft.(not available in all flats) consisting of (.....) Bed Rooms, 1 (one)
 Living-cum-Dining space, 1 (one) Kitchen, 2 (two) Toilets, 1 (one) Verandah in the
 Said Complex named "**MEENA GALAXY**" together with Undivided, impartible,
 proportionate and variable share in the land comprised in the Said Premises as is
 attributable to the Said Flat and Undivided, impartible, proportionate and variable
 share and/or interest in the common areas, amenities and facilities of the Said
 Complex as is attributable to the Said Flat.

PART II

SAID CAR PARKING SPACE

ALL THAT One **Car Parking Space** bearing Parking Space No. measuring
 sq. ft. super built up area a little more or less for right to park one medium size
 motor car for use and enjoyment in common manners within cement finished Covered
 (Back to Back / common single) Common Car Parking Zone on the **Basement** floor of
 the building within the said Enclave namely "**MEENA GALAXY**" at the Said Premises
 within the said First Schedule land.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Parts & Portions)

1. The land of the Project on which the buildings known as "**MEENA GALAXY**"
 and all easements and quasi-easement rights and appurtenances belonging

thereto save and except the portion of the open space to be enmarked and reserved by the Promoter herein for providing open car parking spaces to such purchaser/s intending to purchase the same.

2. Foundation beams, vertical and supports main wall, common walls, boundary walls, main entrance/gates of the said project at the said premises.
3. Main gate of the said premises and common passages from main road to the Enclave and leading to the staircase of the ground floor of the said Building/Block for ingress and egress.
4. Installation of common services namely, electricity, water pipes, sewerage, rain water pipes.
5. Water pump with motor and pump house.
6. Limited rights of the ultimate roof for the purpose of smooth water supply from overhead reservoir to the flats/units, smooth outlet of rain water, etc. and also for repairing and maintenance purpose only for the smooth enjoyment of all the units by all the co-owners/co-occupiers of the building.
7. Drainage, Septic Tank on the Ground floor including all external sewage pipes and water pipes for the use of all owners of the building.
8. 24 hours supply of water from overhead tank to the respective flats.
9. Common Staircases lift, landing, lobbies etc.
10. Lighting in the common spaces, passages, staircases, lift, including fixtures and fittings.
11. Common electric meter boxes.
12. Open space surrounding the said building at the said premises (save and except the portions of open spaces enmarked and reserved by the Developers and or its respective nominee/s for open space car parking.
13. Community/Meeting Room.
14. All other part of the said building necessary for its existence maintenance and safety for normally in common use of the Purchasers with the Landowners/ Vendors herein and the Developer herein and other co-owners of the respective Unit/Flat save and except other portions, exclusively under the Developer herein or its nominees and also save and except the provisions and reservations made in favour of the Developer herein and stated in the Purchasers' covenants portion hereinabove.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Rights and Obligations)

1. As from the date of possession of the flat, the Purchasers :
 - a) Shall have right of access in common with all the other Owners or Occupiers of the Flats for the time being, and at all times for all normal purposes connected with the quiet and peaceful use and occupation and enjoyment of the Flat, Common Areas and Common Parts of the of the Building.
 - b) Shall have right of way in common with all the Owners of Flats at all times for all purposes connected with reasonable use or enjoyment of the SAID FLAT .
 - c) Shall have right of support and protect from the other Flats as the case may be by all parts sold to other Owners of Flats so far as they now support and protect the same.
 - d) Shall have right to the passage of electricity, water etc. to and from The SAID FLAT through the pipes drains and wires lying below or above or around all other flats for the common usage by all the Owners of Flats in the Building.
 - e) Shall have right with or without workmen and necessary materials to enter from time to time upon adjoining Flats for the purpose of repairing so far as may be necessary of pipes drains wires and conduits aforesaid and for the purpose of repairing or repainting any parts of the flat or for the purposes of cleaning the windows thereof in so far as such repairs repainting or cleaning as aforesaid cannot reasonably be carried out without such entry as is by this paragraph referred to and in all cases upon giving reasonable notice of the intention so to enter to the Owner or Occupier for the time being of the other Flats.

- f) Any easement or other right which may now or hereinafter be granted for the benefit of the Flat Owners or others for access to or use of the general common elements.
- g) All other facilities or elements of any improvements within the Building necessary or convenient to the management, co-operation maintenance and safety of the building.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

- Establishment and all other capital and operational expenses.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the fire fighting equipments and personnel, if any.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Apartment) walls of the New Building/s.
- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, Firefighting equipment, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- Corporation/Municipal tax, multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Apartment/unit of Allottee(s).
- Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.

- All the fees and charges payable if to the agency, appointed for the looking after the maintenance services including all the statutory taxes.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(MUTUAL COVENANTS)**

1. **Parking Space Allotment:** The mutual agreement and acceptance by and between the Parties that (1) the covered Parking Space (if any) has been agreed to be taken by the Buyer) shall be allotted to the Buyer on execution of this present within the said Complex not restricted to individual blocks at the basement/ground level of the Said Complex, (2) the Parking Space can only be used for parking of a medium sized motor car/two wheeler /four wheeler of the Buyer and not for any other purposes and (3) the Buyer will have only right to park in the Parking Space so allocated.
2. **Commencement of Outgoings:** From the quarter of Date of Possession, all outgoings in respect of the Said Flat And Appurtenances, including Corporation tax, surcharge, land revenue, levies, cess, etc. (collectively Rates & Taxes) and Common Expenses/Maintenance Charges as be tentatively decided by the Developer, shall become payable by the Buyer. It is clarified that the Common Expenses/Maintenance Charges do not include the Rates & Taxes.
3. **Management** of Common Portions: The Association (upon formation) shall maintain and manage all Common Portions of the Said Complex/s. In this regard, it is clarified that (1) the Association shall operate, manage and render specified day to day services with regard to the Common Portion (2) the Association shall levy and collect the Common Expenses / Maintenance Charges (3) the Buyer shall be bound to pay the Common Expenses / Maintenance Charges to the Association (4) the Association will not be required to render any accounts to the Buyer and (5) the ownership of the Common Portions (subject to the terms of this Agreement) shall vest in all the co-owner of the Said Complex through the Association. The Developer will

maintain and manage all Common Portion of the Said Complex/s as stated in this paragraph until the Association is formed.

4. **Variable Nature of Land Share and Share In Common Portions:** The Buyer fully comprehends and accepts that (1) the Land Share and the Share In Common Portions is a notional proportion that the Said Flat bears to the area of the Said Complex (2) the Land Share and the Share In Common Portions are not divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.
5. **Buyer to Participate in Formation of Association:** The Buyer admits and accepts that the Buyer and other Intending Buyers of Flats in the Said Complex shall form the Association and the Buyer shall become a member thereof. The Buyer shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue then remaining of the Advance Common Expenses/Maintenance Charges and the Common Expenses/Maintenance Deposit paid by the Buyer (after adjustment of all amounts then remaining due and payable) shall be transferred by the Developer to the Association. The deposits shall thereafter be held by the Association in the account of the Buyer. The Association shall look after the maintenance of the Common Portions of the Said Complex and the Said Premises.
6. **Notification Regarding Letting:** If the Buyer lets out or sells the Said Flat And Appurtenances, the Buyer shall immediately notify the Developer or the Association (upon formation) of the tenant's/transferee's address and telephone number.
7. **Roof Rights:** A demarcated portion of the top roof of the Said Complex shall remain common to all co-owner of the Said Complex (**Common Roof**) and all common installations such as water tank and lift machine room as well as fire

evacuation area shall be situated in the Common Roof and the balance of the top roof of the Said Complex shall belong exclusively to the Developer with right of exclusive transfer and the Buyer specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Complex as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof (by taking permission from the concerned authorities) and the Buyer specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all co-owners of the Said Complex.

8. **Use of Community Room:** Use the Community room for small functions of their families or for the meeting of Apartment owners or for the use of any function / meeting by all the Apartment Owners of the project. Although the Community room will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community room for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community room. Not to use the said room, and any other covered/ enclosed area of the said project “**MEENA GALAXY**” for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

In Witness Whereof the Parties have executed and delivered this Deed of Conveyance on the date mentioned above.

Witnesses:

1.

2.

OWNERS/VENDORS represented by

[DEVELOPER]

[BUYERS]

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

MEMO OF CONSIDERATION

Date	Cash/ Cheque No.	Bank & Branch Name	Amount (in Rs)
			₹ /-

(Rupees) only

OWNERS/VENDORS represented by

[DEVELOPER]