

**DRAFT**

**CONVEYANCE**

**THIS DEED OF CONVEYANCE IS MADE ON THIS THE ..... DAY OF  
..... TWO THOUSAND AND TWENTY .....** ;

**BETWEEN**

(1) SHIVMANI BUILDERS LLP (having PAN – AEKFS1346B) Vide LLP ID No.: AAW-3053 Converted from SHIVMANI BUILDERS PVT. LTD. (2) HELPFUL INFRAPROPERTIES LLP (having PAN: AANFH8247B) Vide LLP ID No.: AAW-3281, Converted from HELPFUL INFRAPROPERTIES PVT. LTD. (3) SAINATH RESIDENCY LLP (having PAN– AEKFS2208E) Vide LLP ID No.: AAW-3052 Converted from SAINATH RESIDENCY PVT. LTD. (4) GENESIS HEIGHTS LLP (having PAN– AAWFG4322R) Vide LLP ID No.: AAV-9779 Converted from GENESIS HEIGHTS PVT. LTD. (5) MANGALSHIV REALTORS LLP (having PAN– ABQFM5210M) Vide LLP ID No.: AAW-3057 Converted from MANGALSHIV REALTORS PVT. LTD. (6) GRACIYA INFRATECH LLP (having PAN– AAWFG4861H) Vide LLP ID No.: AAW-0979 Converted from GRACIYA INFRATECH PVT. LTD. (7) LAXMIDHAN CONSTRUCTION LLP (having PAN– AAJFL3665K) Vide LLP ID No.: AAW-3038 Converted from LAXMIDHAN CONSTRUCTION PVT. LTD. (8) GENESIS RESIDENCY LLP (having PAN– AAWFG5003F) Vide LLP ID No.: AAW-3446 Converted from GENESIS RESIDENCY PVT. LTD. (9) SHIVGANGA RESIDENCY LLP (having PAN– AEKFS1916F) Vide LLP ID No.: AAW-3199 Converted from SHIVGANGA RESIDENCY PVT. LTD. and all are registered on due Conversion of Private Limited Companies to Limited Liability Partnership Firm and are Incorporated in Ministry of Corporate Affairs, having all its' registered office at Dwarka Vedmani, AD–169, Salt Lake City, Sector–1, Kolkata – 700 064, and all in Sl. No. (1) to (9) are represented by their common Constituted Attorney **Sanjay Gupta**, (PAN: **ADPRG6327Q**, Aadhaar No.: **708950937284**) son of Mr. Gopal Prasad Gupta, by Faith Hindu, by Nationality Indian, by Occupation: Business, residing at Dwarka Vedmani, AD-169, Salt Lake City, Sector – I, Kolkata – 700 064 (10) **MR. SANJAY GUPTA**, (having PAN No - **ADPRG6327Q & AADHAAR No. 7089 5093 7284**) son of Sri Gopal Prasad Gupta (11) **MRS. JYOTI GUPTA**, (having PAN No - **AFVPG4781L & AADHAAR No. 8278 9747 3830**) wife of Sri. Sanjay Gupta, both by Nationality Indians, by Faith Hindu, by occupation: Business, both residing at Dwarka Vedmani, AD–169, Sector–1, Salt Lake City, P.O.- Bidhannagar, P.S. – Bidhannagar North, North 24 Parganas, Kolkata – 700064, (12) **MR. SURESH BAJAJ** (having PAN No – **ADEPB6790R & AADHAAR No. 2610 0194 0604**) son of Shree Gopal Bajaj, (13) **MRS. SANGEETA BAJAJ**, (having PAN No- **AESPB2279J & AADHAAR No. 4177 0974 1545**) wife of Mr. Suresh Bajaj, both by Nationality Indians, by Faith Hindu, by occupation Business, both residing at BC-78, Salt Lake City, Sector-I, P.O.- Bidhannagar, P.S.– Bidhannagar North, North 24 Parganas, Kolkata – 700064 all in Sl. No. (10) to (13) are represented by Self as well as common Constituted Attorney **Mr. Sanjay Gupta** (PAN: **ADPRG6327Q**, Aadhaar No.: **708950937284**) son of Mr. Gopal Prasad Gupta, by Faith Hindu, by Nationality Indian, by Occupation: Business, residing at Dwarka Vedmani, AD-169, Salt Lake City, Sector – I, Kolkata – 700 064 and all above are jointly and collectively hereinafter referred to and called as the “**OWNERS/VENDORS**” (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their respective successors, legal representatives, executors, administrators and assigns) of the **FIRST PART;**

**AND**

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(1) **SRI/SMT**..... (having **PAN-**..... and **Aadhaar No.** ..... ) son/wife/daughter of Sri ..... , age about ..... Years, by occupation ..... , (2) **SRI/SMT** ..... (having **PAN-**..... and **Aadhaar No.** ..... ) son/wife/daughter of Sri ..... , age about ..... Years, by occupation ..... , (PAN ..... ), both by faith ..... , both by Nationality Indian/s, both residing at the Premises No. .... hereinafter referred to as the "**PURCHASER/S**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/its/their successors, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

#### A N D

**M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED** (having **PAN-AALCA5946M**) a Company incorporated under Indian Companies Act, 1956 having its registered office at Dwarka Vedmani, AD-169, Salt Lake City, Sector-1, P.O.- Bidhannagar, P.S. – Bidhannagar North, Dist.: 24 parganas North, Kolkata: 700 064 being represented by one of its Director **SRI SANJAY GUPTA** (having **PAN-ADRP6327Q**, **Aadhaar No. 7089 5093 7284**) son of Sri Gopal Prasad Gupta, by faith Hindu, by occupation Business, by nationality: Indian, residing at Dwarka Vedmani, AD-169, Sector-1, Salt Lake City, P.O.- Bidhannagar, P.S. – Bidhannagar North, Dist. – 24 parganas North, Kolkata –700064, hereinafter referred to as the **DEVELOPERS/ BUILDER/ CONFIRMING PARTY** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and or successors-in-office, 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. **"Act"**: Shall means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
2. **"Rules"**: Shall means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
3. **"Regulations"**: Shall mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
4. **"Section"**: Shall means the section of the Act;
5. **BUILDING**: Shall mean multi-storied Residential Building named as **MEENA AURUM GOLD, BLOCK** - "....." consisting of residential flats/units, shops and also car parking spaces to be constructed, erected, promoted, developed and built on and upon the land at the premises under the First Schedule owned by the Owners-Vendors herein

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and to be practically executed by the Developer herein and shall include all constructions to be made on the premises from time to time as per Sanctioned Plan and or necessary modifications to be regularized by the Developer through revised Sanctioned Plan.

**6. 'LAND':** Shall mean ALL THAT piece and parcel of land measuring an area of **84 Cottahs 06 Chhitacks** be the same a little more or less out of which 66 Cottahs be the same a little more or less comprised in part of **R.S./L.R Dag No: 616** under **R.S. Khatian No. 228**, corresponding to L.R Khatian No. 86 and are at present severally recorded under **L.R. Khatian Nos. 2809, 2750, 2751, 2752, 2737, 2742, 2736, 2774 & 2743** and **also** 18 Cottahs 06 Chhitacks be the same a little more or less comprised in part of **R.S./L.R Dag No: 606, R.S. Khatian No. 228**, corresponding to L.R Khatian No. 86 and are at present severally recorded under **L.R. Khatian Nos. 2755 & 2734, 2744 & 2733**, lying and situated at Mouza: Sulanguri, **J.L. No. 22**, R.S. No. 196, Touji No.178, Police Station: Rajarhat at present New Town, under Jyangra-Hatiara Gram Panchayet–II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District: North 24 Parganas, morefully and particularly mentioned, described, explained, enumerated and provided in the **FIRST SCHEDULE** hereunder written and/or given.

**7. SANCTION PLAN/S':** Shall Mean an authenticated documents showing the erection/ construction of the building/s on and upon the said land under the First Schedule and within the said Housing Complex duly Building Sanction Plan from Rajarhat Panchyet Samity under the North 24 Parganas Zilla Parishad, **vide Plan No. 881/RPS dated 04/07/2024** and shall also include variations/modifications, alterations therein if any made by the Developer as well as all revisions, renewals and extensions time to time thereof, if any.

**8. 'THE FLAT':** Shall Mean a specified covered space constructed and finished in a habitable condition being **Flat No. ....** on the **..... floor**, measuring a **Carpet Area of ..... Sq. Ft.**, Covered/Built-up, built up area about **..... sq. ft.** and salable or super built up area of **..... sq. ft.** more or less in the 'Said Building' and described in Part – I of the Second Schedule which is being purchased hereby and be exclusively owned, used and/or enjoyed by the Purchaser/s 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 the **SECOND SCHEDULE** hereunder written and all the rights, properties benefits, easements and appurtenances in connection therewith.

**9. PARKING SPACE:** Shall Mean right to park a small/medium size motor car in a space measuring 135 sq.ft. within in the covered common car parking zone on the Ground Floor of the Building/ in the Open Space within the premises which is being purchased hereby the purchaser/s and marked as **Parking Space No .....** and is described in **Part–II of the Second Schedule** hereunder.

**10. CARPET AREA:** According to its context, mean net usable total floor area of the flat/ apartment excluding all outer walls and other super structures services shafts, exclusive

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balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment and shall mean net area of the floor and ceiling within the Flat only available to the purchaser and or the occupier of the same..

**11. COVERED/BUILT-UP AREA:** According to its context, mean the plinth or carpet area of that Unit/Flat including the balcony if any within the flat and also the thickness of the outer walls, internal walls and pillars walls and also the half of such outer walls which are common between the adjacent Units/Flats including of the subject flat/unit under the Second Schedule.

**12. SUPER BUILT-UP AREA:** Mean in context to a Unit as the Built-up area plus proportionate undivided share of the common areas.

**13. CLUB FACILITIES AND OTHER AMENITIES:** Mean a Club consisting of a 'Community Hall' measuring a covered area approximately 2500sq. ft. a little more or less and a 'Conference Room' measuring a covered area approximately 500sq. ft. for facilitating the meetings and conferences of the residents/owners of all the units' togetherwith a Multi-Gym Centre measuring a covered area approximately 900 sq. ft. a little more or less and also a 'Indoor Games Room' measuring a covered area approximately 700 sq. ft. a little more or less for facilitating the Club-Members for physical exercises and indoor games by modern amenities as have been provided by the Developer at the adjacent blocks in Phase – I constructions within the entire Housing Complex 'MEENA AURUM' for all the residents/members of all the blocks/buildings including the Subject Building hereto as have been constructed and also so shall be developed and constructed by the Developer within the periphery of the said entire Housing Complex 'MEENA AURUM' upon the payment/s of the charges and necessary incidental/s thereof.

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

**15. 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 Unit/Flat 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.

**16. 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.

**17. COMMON PURPOSES: Shall** Include the purpose of maintaining and managing the Premises, the Building and in particular the common portions, rendition of

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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.

**18. PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE:** With all its cognate variations shall mean the proportion in which the Covered/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

**19. PURCHASER/S:** Mean the Second Party herein and include his/their respective successors, executors, legal representatives, administrators and or assigns

**20. 'SAID UNIT':** Mean a flat/car parking space etc. described, mentioned, explained and provided in 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.

**21. OWNERS-VENDORS:** Mean all the Parties in First Part 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.

**22. DEVELOPER:** Mean **M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED** the Third Party/Confirming Party herein include it's successor or successors at office, executors, administrator and legal representatives and at present holding physical possessional rights of the said 'Amalgamated Land' and the entire premises where the context so permits refer to only such of them as is/are concerned with the relevant matter/issue;

**23. "SINGULAR"** shall include the "**PLURAL**" and vice versa.

**24. "MASCULINE"** shall include the "**FEMININE**" and vice versa.

#### **HISTORY OF TITLE :**

**A.** By a registered Deed of Conveyance dated 09.03.1956 duly registered at Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 35, Pages 261 to 270, Being No. 2115 for the year 1956, the erstwhile Principal Landlord Roy Bahadur Kanai Lal Nandi sold, transferred and conveyed several Sali/Agriculture landed properties total admeasuring more or less 30.41 acres under several Khatians,

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including of a Sali Land measuring 1.55 Acres comprised in R.S. Dag No. 616 all at Mauza: Sulangari, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, to Kartick Chandra Seal, Makhan Lal Seal being Benamder of Kartick Chandra Seal and to Renuka Bala Seal being Benamder of Anil Chandra Seal free from all encumbrances whatsoever.

**B.** Since after the aforesaid purchase the said Kartick Chandra Seal, Makhan Lal Seal and Renuka Bala Seal thus became seized and possessed the aforesaid properties and subsequently during Revisional Survey Settlement their names had been duly recorded under R.S. Khatian Nos. 228 & 201 and; while in enjoyment thereof, on or about 1967 and 1969 the said Kartick Chandra Seal and Sri Anil Chandra Seal respectively filed Declaratory Suits being Title Suit No. 491 of 1967 and Title Suit No. 8 of 1969, in the 3<sup>rd</sup> Court of Munsiff at Sealdha against the aforesaid Benamders Makhan Lal Seal and Renuka Bala Seal in respect of the aforesaid property AND finally obtained necessary decree against the aforesaid Benamders in respect of the aforesaid properties; and in consequences thereof, the said Kartick Chandra Seal and Sri Anil Chandra Seal thus became absolute owners in a proportions that the said Kartick Chandra Seal entitled to 2/3<sup>rd</sup> share and Anil Chandra Seal entitled to 1/3<sup>rd</sup> share of all the aforesaid properties at Mauza Sulangari, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas and seized and possessed of and well and sufficiently entitle thereto free from all encumbrances whatsoever.

**C.** Subsequently the said Kartick Chandra Seal and Anil Chandra Seal sold out the major part or portions of their aforesaid landed properties to the different purchasers time to time by several registered deed of conveyances and subsequently for better enjoyment of the residuary properties they mutually divided amongst themselves and according to such mutual arrangement some of the properties along with a Sali Land measuring 1.55 Acres acre comprised in R.S. Dag No. 616 at Mouza Sulanguri had been duly recorded in the name of said Kartick Chandra Seal under krishi Khatian No. 86 who had been all along seized and possessed and in well enjoyment thereof as the absolute rayoti owner under the State Government without being interrupted by any person whosoever and or from any corner whatsoever.

**D.** By a Deed of Family Settlement dated 11.06.1984 duly registered at the Additional District Sub-Registration Office at Bidhan Nagar, Salt Lake City, and recorded in Book No. 1, Volume No. 291, Pages: 203 to 208, Being (Deed) No. 3041 for the year 1984, the said Sri Kartick Chandra Seal therein as the Settlor settled free from all encumbrances, the entirety of his aforesaid Sali Land total measuring 1.55 Acres acre comprised in R.S. Dag No. 616 at Mauza: Sulangari, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule therein unto and in favour of his three sons namely Sri Jnan Ranjan Seal, Niranjana Seal, Ranjan Seal and also one daughter-in-law namely Smt. Anju Seal w/o Sri Keshab Ranjan Seal absolutely and forever.

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**E.** Since after then by dint of the aforesaid registered Deed of Family settlement Being No. 3041/1984, the said three sons and the said daughter-in-law thus being the joint beneficiaries of the said Deed, thus became jointly seized and possessed of the said Sali Land measuring 1.55 acre comprised in of R.S. Dag No. 616 under and Part of R.S. Khatian No. 228 corresponding to Krishi Khatain No. 86, lying and situated at Mouza: Sulangari, Police Station: Rajarhat at present New Town, District: 24 Parganas now North 24 Parganas; and subsequently for better and individual enjoyment thereof all of the beneficiaries upon their joint mutual consents demarcated the entire said Sali Land in four parts under a Master Plan and distributed amongst themselves each one part and subsequently recorded their names in the manners such as Jnan Ranjan Seal became entitled to 0.39 Acre under L.R. Khatain No. 722, Ranjan Seal became entitled to 0.38 Acre under L.R. Khatain No. 724, Niranjan Seal became entitled to 0.39 Acre under L.R. Khatain No. 725 and despite Smt. Anju Seal had become entitled to the residuary 0.39 Acre, by mistake the name of her husband said Keshab Chandra Seal the another son of said Kartick Chandra Seal had been recorded under L.R. Khatain No. 723 instead of and in place of Smt. Anju Seal who has never raised any objection nor has applied before the concerned authorities seeking mutating her name in place of her said husband by making correction of Land Settlement Record and in such manner she has expressed her tacit consent to keep the Land Settlement Record unaltered and to remain her husband's name therein; and in the aforesaid manners and upon mutual consent each of the said four co-sharers separately and severally thus became seized, possessed and enjoyed each of their demarcated individual portion thereof without being interrupted by each other and or by any person whomsoever and or from any corner whatever and also free from all encumbrances whatsoever despite according to the said registered Deed of Family Settlement the legal status and title of the entire said Sali Land measuring 1.55 Acre comprised in R.S. as well L.R. Dag No. 616, at Mouza: Sulanguri, Police Station: Rajarhat at present New Town, District: North 24 Parganas remained as a joint property of the aforesaid four co-sharers.

**F.** While separately enjoying his demarcated portion in the manner aforesaid Niranjan Seal died intestate on 25.01.2002 survived by his wife Puspa Rani Seal and three married daughters namely Smt. Juthika Mondal, Smt. Latika Dey and Smt. Rumpa Ghosh as his only four legal successors upon intestacy and non other else and those who by virtue of Hindu Law of Succession inherited all properties including his share of Sali Land measuring 0.39 Acre equivalent to 22 (twenty two) Cottahs a little more or less comprised in R.S. as well L.R. Dag No. 616, at Mouza: Sulanguri, Police Station: Rajarhat at present New Town, District: North 24 Parganas recorded under L.R. Khatain No. 725 left by said Niranjan Seal since deceased.

**G.** By an Indenture of Sale dated 12.07.2011 duly registered at the Office of the Additional District Sub-Registrar Bidhan Nagar, Salt Lake City, North 24 Parganas and recorded in Book No. 1, CD Volume No. 15, Pages 5189 to 5208, Being No. 8002 for the year 2011, the said Jnan Ranjan Seal therein called and referred to as the Vendors at the valuable consideration mentioned therein sold, conveyed and transferred ALL THAT a Piece or Parcel of Sali Land marked as Plot-'A' measuring an area of 22 (twenty two) Cottahs a little more or less comprised in R.S. as well L.R. Dag No. 616, under and Part of R.S. Khatian No. 228 and Krishi Khatain No. 86 subsequently

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recorded under L.R. Khatain No. 722, with common easement rights on and over the Common Passages and all others rights, properties, benefits and appurtenances in connection thereto, lying and situated at Mauza: Sulangari, Police Station: New Town, District: North 24 Parganas morefully and particularly described in the Schedule written therein and also delineated in a Map or Plan annexed thereto showing the said Plot –‘A’ bordered in ‘Red’ colour therein, unto and in favour of M/s. Siaram Housing Finance Ltd. therein called and referred to as the Purchaser free from all sorts of encumbrances whatsoever; and in the said Indenture the said Ranjan Seal, Keshab Ranjan Seal and Smt. Anju Seal, Smt. Puspa Rani Seal, Smt. Juthika Mondal, Smt. Latika Dey and Smt. Rumpa Ghosh all being the co-sharers participated and singed as the Confirming Parties therein towards their conformation of the said transfer of the subject property described in the Schedule of the said Indenture by the said Jnan Ranjan Seal the Vendors therein in favour of the Purchaser therein.

**H.** By an Indenture of Sale dated 12.07.2011 duly registered at the Office of the Additional District Sub-Registrar Bidhan Nagar, Salt Lake City, North 24 Parganas and recorded in Book No. 1, CD Volume No. 15, Pages 5168 to 5188, Being No. 08001 for the year 2011 the said Smt. Puspa Rani Seal, Smt. Juthika Mondal, Smt. Latika Dey and Smt. Rumpa Ghosh all therein jointly called and referred to as the Vendors at the valuable consideration mentioned therein sold, conveyed and transferred ALL THAT a Piece Or Parcel of Sali Land marked as Plot–‘D’ measuring an area of 22 (twenty two) Cottahs a little more or less comprised in R.S. as well L.R. Dag No. 616, under and Part of R.S. Khatian No. 228 and Krishi Khatain No. 86 subsequently recorded under L.R. Khatain No. 725, with common easement rights on and over the Common Passages and all others rights, properties, benefits and appurtenances in connection thereto, lying and situated at Mauza: Sulangari, Police Station: New Town, District: North 24 Parganas morefully and particularly described in the Schedule written therein and also delineated in a Map or Plan annexed thereto showing the said Plot –‘D’ bordered in ‘Red’ colour therein, unto and in favour of M/s. Siaram Housing Finance Ltd. therein called and referred to as the Purchaser free from all sorts of encumbrances whatsoever; and in the said Indenture the said Jnan Ranjan Seal, Ranjan Seal, Keshab Ranjan Seal and Smt. Anju Seal all being the co-sharers participated and singed as the Confirming Parties therein towards their conformation of the said transfer of the subject property described in the Schedule of the said Indenture by the Vendors therein in favour of the Purchaser therein.

**I.** By an Indenture of Sale dated 14.12.2011 duly registered at the Office of the Additional District Sub-Registrar Bidhan Nagar, Salt Lake City, North 24 Parganas and recorded in Book No. 1, CD Volume No. 23, Pages 2959 to 2978, Being No. 14183 for the year 2011 the said Keshab Chandra Seal and Anju Seal therein jointly called and referred to as the Vendors at the valuable consideration mentioned therein sold, conveyed and transferred ALL THAT a demarcated portion of Sali Land marked as Plot – ‘C/2’ measuring an area of 11 (eleven) Cottahs a little more or less out of their 22 (twenty two) Cottahs Sali Land entirely marked as Plot–‘C’ comprised in R.S. as well L.R. Dag No. 616, under and Part of R.S. Khatian No. 228 and Krishi Khatain No. 86 subsequently recorded under and part of L.R. Khatain No. 723, with common easement rights on and over the Common Passages and all others rights, properties, benefits and

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appurtenances in connection thereto, lying and situated at Mauza: Sulanguri, Police Station: New Town, District: North 24 Parganas morefully and particularly described in the Schedule written therein and also delineated in a Map or Plan annexed thereto showing the said Plot –‘C/2’ bordered in ‘Red’ colour therein, unto and in favour of M/s. Housing Finance Ltd. therein called and referred to as the Purchaser free from all sorts of encumbrances whatsoever; and in the said Indenture the said Jnan Ranjan Seal, Ranjan Seal, Smt. Puspa Rani Seal, Smt. Juthika Mondal, Smt. Latika Dey and Smt. Rumpa Ghosh all being the co-sharers participated and singed as the Confirming Parties therein towards their conformation of the said transfer of the subject property described in the Schedule of the said Indenture by the said Keshab Chandra Seal and Anju Seal the Vendors therein in favour of the Purchaser therein.

**J.** By another Indenture of Sale dated 14.12.2011 duly registered at the Office of the Additional District Sub-Registrar Bidhan Nagar, Salt Lake City, North 24 Parganas and recorded in Book No. 1, CD Volume No. 23, Pages 3071 to 3090, Being No. 14189 for the year 2011 the said Keshab Chandra Seal and Anju Seal therein jointly called and referred to as the Vendors at the valuable consideration mentioned therein sold, conveyed and transferred ALL THAT a demarcated portion of Sali Land marked as Plot–‘C/1’ measuring an area of 11 (eleven) Cottahs a little more or less being the residuary of their 22 (twenty two) Cottahs Sali Land entirely marked as Plot–‘C’ comprised in R.S. as well L.R. Dag No. 616, under and Part of R.S. Khatian No. 228 and Krishi Khatain No. 86 subsequently recorded under and part of L.R. Khatain No. 723, with common easement rights on and over the Common Passages and all others rights, properties, benefits and appurtenances in connection thereto, lying and situated at Mauza: Sulanguri, Police Station: New Town, District: North 24 Parganas morefully and particularly described in the Schedule written therein and also delineated in a Map or Plan annexed thereto showing the said Plot –‘C/1’ bordered in ‘Red’ colour therein, unto and in favour of M/s. Siaram Housing Finance Ltd. therein called and referred to as the Purchaser free from all sorts of encumbrances whatsoever; and in the said Indenture the said Jnan Ranjan Seal, Ranjan Seal, Smt. Puspa Rani Seal, Smt. Juthika Mondal, Smt. Latika Dey and Smt. Rumpa Ghosh all being the co-sharers participated and singed as the Confirming Parties therein towards their conformation of the said transfer of the subject property described in the Schedule of the said Indenture by the said Keshab Chandra Seal and Anju Seal the Vendors therein in favour of the Purchaser therein.

**K.** In the manner of purchase by dint of the aforesaid 4 (four) registered Deed of Conveyances Being Nos. 08001, 08002, 14183 & 14189 all for the year 2011, the said M/s. Siaram Housing Finance Ltd. had thus became absolutely seized and possessed of ALL THAT Piece or Parcel of Sali Land total admeasuring area about 1.09 Acre equivalent to 66 (Sixty Six) Cottahs be the same a little more or less out of total Sali Land measuring 1.17 Acre, comprised in part of R.S. as well L.R. Dag No. 616, with common easement rights on and over the Common Passages and all others rights and benefits in connection thereto, under and Part of R.S. Khatian No. 228 and Krishi Khatian No. 86 subsequently recorded under and part of L.R. Khatain Nos. 722, 723, 724 & 725 lying and situated at Mauza: Sulanguri, J.L. No. 22, R.S. No. 196, Touzi No. 178, Police Station- Rajarhat now New Town, District: North 24 Parganas and the said

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M/s. Siaram Housing Finance Ltd. had been seized and possessed of and or well and sufficiently entitle to it's aforesaid land as the absolute Rayoti Owner thereof under the State Government without any interruptions and or obstructions by or from any person or of and from any corner whatsoever; and subsequently it's name had been mutated in the District Land Settlement Record of North 24 Parganas under L.R. Khatain No.1247 as the absolute Rayati Owner of the entire aforesaid land and; subsequently preferred an Application before the appropriate authority seeking permission for conversion of nature and character of the aforesaid land comprised in L.R. Dag No: 616 along with other adjacent part of Land comprised in part of L.R. Dag No. 606 at Mouza Sulanguri so purchased by the said M/s. Siaram Housing Finance Ltd. from 'Sali Land' to 'Bastu Land' and upon due satisfaction the District Land And Land Reforms Officer, North 24 Parganas vide his Memo No: L-13011(11)/168/2013-DL&LRO/103938 dated 22.07.2014 duly approved the prayer made in such application and accorded the necessary permission to change the character / classification of the aforesaid land from 'Sali' to 'Bastu'.

L. By way of purchase by dint of Nine Deed of Conveyances particularly decribed in Part-I of the List of Title Documents in the First Schedule the Parties in Sl. No. (01) to (9) herein are seized and possessed of each of their respective portions of land as decribed therein and which are contiguous and amalgamated in nature total admeasuring a land area about **66 cottahs**, a little more or less comprised in part of **R.S as well L.R Dag No. 616**, R.S. Khatian No: 228, corresponding to Krishi Khatian No. 86, and are at present severally recorded in the respective names of the First Parties comprised under **L.R. Khatian Nos. 2809, 2750, 2751, 2752, 2737, 2742, 2736, 2774 & 2743**; AND also by dint of Six others Deed of Conveyances particularly decribed in Part-II of the List of Title Documents shown in the First Schedule, the Parties in Sl. No. (10) to (13) herein are seized and possessed of each of their respective portions of land total admeasuring a land area about **18 (Eighteen) Cottahas, 06 (Six) Chhittacks** be the same a little more or less comprised in part of **R.S. as well L.R. Dag No. 606**, lying and situated at **Mouza-Sulanguri, J.L. No. 22, Touzi No. 178**, under and Part of **R.S. Khatian No. 228** corresponding to Krishi Khatian No. 86, **at present severally recorded respectively in their names under present L.R Khatian Nos. 2755, 2734, 2744 & 2733**, as decribed therein; And in such manner of purchase the Vendors herein are seized and possessed of All that entire pice of percel of Land admeasuring **84 Cottahs 06 Chhitacks** out of which 66 Cottahs be the same a little more or less comprised in part of **R.S./L.R Dag No: 616**, and 18 Cottahs 06 Chhitacks be the same a little more or less comprised in part of **R.S./L.R Dag No: 606, R.S. Khatian No. 228**, corresponding to L.R Khatian No. 86 and are at present severally recorded under **L.R. Khatian Nos. 2809, 2750, 2751, 2752, 2737, 2742, 2736, 2774, 2743, 2755, 2734, 2744 & 2733**, lying and situated at Mauza Sulanguri, Police Station: Rajarhat at present P.S.: New Town, under Jyangra-Hatiyara Gram Panchyat-II, District: North 24 Parganas morefully and particularly decribed in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the '**Said Land/ Said Demised Land**' and the First Parties herein are jointly seized and possessed thereof and are well and sufficiently entitled thereto free from all charges, claims, demands, attachments, liens, lispensences, acquisitions, suits, injunctions and free from all sorts of encumbrances of whatsoever nature.

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**M.** The Third Party M/S **ASTDURGA CONSTRUCTION PVT. LTD.** the **DEVELOPER** herein have acquired landed properties some by way of purchase and some by way of several joint Ventures Agreement/Development Agreement with several Land Owners in the said locality beside and surroundings the plots hereunder the First Schedule for development and construction of large Housing Complex/Enclave comprised of series of buildings consist of self-contained residential flats, car-parking spaces, and others in the locality and have already commenced and completed Several blocks within a large Housing Complex namely MEENA AURUM on and above another land adjacent to the subject land under the '**FIRST SCHEDULE**' hereto.

**N.** Having knowledge of the Developer's reputation and and expartisation in development and construction works, by a **Development Agreement dated 30.01.2023** duly registered with the office of the **A.R.A-IV Kolkata, in Book-I, Volume No. 1904-2023, Pages from 125667 to 125725, Being No. 01971/2023**, the said First Party being the Land Owners in **Sl. No. (1) to (9)** herein therein as Principals appointed **Astdurga Construction Pvt. Ltd.**' as the Developer/Promoter as also their Sole Agent having full power and authorization to construct and develop multi-storied building/s on and their aforesaid Sali Land total admeasuring **66 Cottah** a little more or less and also gave full rights and authorization to sale the Flats and others portions under the Developer as per terms, conditions, obligations and stipulations written therein.

**O.** Subsequently as per terms and conditions of the said Development Agreement the Land Owners the First Party in **Sl. No. (1) to (9)** herein, therein jointly as the Principals executed a **Power of Attorney on. 28.02.2023** duly registered with the office of the **A.R.A-IV Kolkata, in Book-I, Volume No.1904-2023, Pages from 184552 to 184577, Being No. 03239/2023**, in favour of the said Developer Company '**Astdurga Construction Pvt. Ltd.**' and also it's representing Director **Mr. Sanjay Gupta** to represent them to all statutory authorities, Government/Semi-government and all other authorities concern to execute and perform all acts & deeds on and behalves of the said Land Owners including exclusive Power to sale, mortgage, gift and or alienate their property including of sale of the Developers Allocations to intending outsider/ purchasers/bank/financial Organizations etc;

**P.** By another Development Agreement **dated 30.01.2023** duly registered with the office of the **A.R.A-IV Kolkata, in Book-I, Volume No. 1904-2023, Pages from 127745 to 127794, Being No. 01970/2023**, the said First Party being the Land Owners in **Sl. No. (10) to (13)** herein therein as Principals appointed **Astdurga Construction Pvt. Ltd.**' as the Developer/Promoter as also their Sole Agent having full power and authorization to construct and develop multi-storied building/s on and upon their land their aforesaid Sali Land total admeasuring **18 Cottahas, 06 Chhittacks** a little more or less and also gave full rights and authorization to sale the Flats and others portions under the Developer as per terms, conditions, obligations and stipulations written therein.

**Q.** Subsequently as per terms and conditions of the said Development Agreement the Land Owners the First Party in **Sl. No. (10) to (13)** herein, therein jointly as the Principals executed a **Power of Attorney on. 28.02.2023** duly registered with the office of the **A.R.A-IV, Kolkata, in Book-I, Volume No.1904-2023, Pages from**

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**184578 to 184600, Being No. 03240/2023**, in favour of the said Developer Company '**Asturga Construction Pvt. Ltd.**' and also it's representing Director **Mr. Sanjay Gupta** to represent them to all statutory authorities, Government/Semi-government and all other authorities concern, to execute and perform all acts & deeds on and behalves of the said Land Owners including exclusive Power to sale, mortgage, gift and or alienate their property including of sale of the Developers Allocations to intending outsider/purchasers/bank/financial Organizations etc.

**R.** By virtue of aforesaid two registered Deeds of Development Agreement, the Developer have after obtaining the physical possession of the total land under the First Schedule hereto from the Land-Owners, prepared and obtained a Composite Building Sanction Plan from Rajarhat Panchyet Samity under the North 24 Parganas Zilla Parishad, **Vide Plan No. 881/RPS dated 04/07/2024** and commenced the construction works of multi-storied buildings comprised of Ten Blocks all within **MEENA AURUM GOLD** on and upon the Owners' said amalgamated land under the First Schedule hereto which is under progress.

WHEREAS, the **DEVELOPERS/BUILDERS/ CONFIRMING PARTY** has registered the said Housing Project namely '**Meena Aurum GOLD**' under the Act with the Real Estate Regulatory Authority of West Bengal and been granted registration number ..... on date .....

**OWNERS/VENDORS AS WELL THE DEVELOPERS REPRESENTATIONS:**

1. The Owners/Vendors as well as the Developer/ Confirming Party herein being seized and possessed of and entitled sufficiently to inter alia, the said Unit/Flat and also the said Car Parking Space being the subject matter of these presents more fully and particularly mentioned, described, explained, enumerated and provided at and under the **SECOND SCHEDULE** hereunder written togetherwith the said land under the First Schedule hereto and all the rights and appurtenances in connection therewith and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and without any interference, obstruction and disturbance whatever by or from any person whomsoever and from any corner and manner whatever.

2. To the best of the Vendors' knowledge, the 'Said Property' hereunder sale and or any part thereof are not attached in any proceeding including certificate proceeding started by or at the instance of Income Tax, Wealth Tax or Gift Tax Authorities or Department or Departments or under the provisions of the Public Demand Recovery Act or otherwise and that no certificate have been filed in the office of the Certificate Officer under the provisions of the Public Demand Recovery Act and/or no steps have yet been taken in execution of any certificate at the instance of the Income Tax and/or Wealth Tax and/or estate duty authorities; and

4. No notice issued under the Public Demand Recovery Act have been served on the Vendors nor any such notice have been published; and

5. The Vendors have not yet received any notice of Requisition or Acquisition of the property described in the Schedule below; and

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6. The land described in the First Schedule below is the self-acquired property of the Vendors and the Vendors are not the benamdar of any one.

WHEREAS 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 AURUM GOLD**" lying erected and/or situated and lying at and upon the said FIRST SCHEDULE landed property hereunder written, by an Agreement for Sale dated ..... the purchaser/s herein has/have agreed to purchase and the Owners/Vendors as well as the Developer herein have agreed to sell ALL THAT piece and parcel of the Unit/**Flat No.** ..... on the ..... **Floor** having Carpet Area measuring ..... Sq.ft. and having Covered/Built-up area about ....., in **Block – ‘...’** Building thereof and described in the Part – I of the Second Schedule hereunder written together with the undivided impartable proportionate share and/or portion of land thereof together with the all common easement rights over the subject building and/also of the all common areas and common parts of the said Housing Complex having Super Built-up area of the said Flat admeasuring ..... Sq.ft. little more or less at or for the price of ₹ ...../- (**Rupees** .....) only together with **covered common Car Parking Space** measuring about an area a little more or less **135** Square Feet super built up thereof and described in the Part – II of the Second Schedule hereunder written for the price of ₹ ...../- (**Rupees** .....) only aggregating 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 ‘Said Car Parking Space’** described hereinabove and morefully described in the Second Schedule hereunder for individual use and enjoyment of the Purchaser/s 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 Complex as described in the Third Schedule hereunder written Togetherwith said undivided and impartable proportionate rights, title and interest as co-owner/s with other co-owners in the **‘Said Land’** under the First Schedule hereto are collectively hereunder transfer to the Purchaser/s by the Vendors and the Developer and; hereinafter and hereinabove for the sake of brevity collectively referred to as to **“Said Property”**.

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 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.

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### III. NOW THIS DEED OF CONVEYANCE WITNESSETH THAT:

In pursuance of the said agreement and in consideration of the sum of ₹ ...../- (**Rupees** .....) only paid by the Purchaser/s herein to the Owners/Vendors and the Developer herein the receipt whereof the Owners/Vendors as well as the Developer herein doth hereby as also by the receipt and memorandum of consideration hereunder written and/or given admit and acknowledge and of the form the payment of the same and every part thereof the Owners/Vendors herein forever release, discharge and acquit the Purchasers herein the undivided impartable proportionate share and the properties and rights and appurtenants thereto and the Owners/Vendors doth hereby grant, sell, convey, transfer, assign and assure unto the Purchasers herein ALL THAT piece and parcel of the **Unit/Flat no.** .... on the ..... **Floor** having Carpet Area measuring ..... Sq.ft. and Covered/Built-up area about ....., in **Block – ‘...’** Building together with the all common easement rights over the subject building and/also of the all common areas and common parts of the said Housing Complex having Total Super Built-up area of the said Flat admeasuring ..... Sq.ft. little more or less together with a covered **Car Parking Space** measuring an area about a little more or less 135 Square Feet marked as Car Sapce No. .... within covered Common Car Parking Zone on the Ground Floor/Basement and severally described in Part – I and Part – II of the SECOND SCHEDULE hereunder together with the undivided impartable proportionate share in the Land contained in the FIRST SCHEDULE hereunder written together with common easement rights in the common areas more fully and particularly described under the THIRD SCHEDULE hereunder written in common with the co-owners and/or occupiers of the said Building and together with the right and properties appurtenant thereto which are all hereafter as well as herein before collectively called “the said share and the properties and rights appurtenants thereto” and the reversion or reversions, remainder or remainders and the rents, issues and profits of the said share and the properties and rights appurtenant thereto and other rights hereby conveyed and all the estate, right, title, interest, property, claim and demand whatsoever of the Owners/Vendors herein into or upon the said share and the properties and rights appurtenant thereto and all other benefits rights and properties therein comprised and hereby granted sold, conveyed, transferred assigned and assured or expressed or intended so to be and every part or parts thereof respective or arising out there from and together further with all rights, liberties and appurtenances whatsoever to and unto the Purchasers herein free from all sorts of encumbrances, trusts, liens, lispenses and attachments whatsoever and together further with and subject to the stipulations and provision in connection with the beneficial common use and enjoyment of the premises including the undivided impartable proportionate share of the land by the Purchasers herein along with co-owners and occupiers thereof and in connection with the beneficial enjoyment of the Unit/ Flat and/or Apartment by the Purchasers herein exclusively AND TO HAVE AND TO HOLD the said Unit/Flat and the said share and the properties and rights and appurtenants thereto and all other benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and forever but subject to the covenants contained hereto and as provided hereunder and also subject to the Purchasers paying and discharging all taxes impositions and other expenses relating to the premises

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proportionately and the said Unit/Flat and/or the said share and the properties and rights appurtenant thereto together with as well as the payments mentioned under the FOURTH SCHEDULE hereunder written and enjoyment of the easements or quasi-easements rights and others thereof. The Purchasers herein are fully satisfied with the construction and finishing works of the said Unit/Flat together with covered Car Parking Space as provided by the Developer herein.

**THE OWNERS/VENDORS AS WELL AS THE DEVELOPER HEREIN DOTI HEREBY CONVENANT WITH THE PURCHASERS HEREIN AS FOLLOWS:**

1. The interest which the Owners/Vendors herein do hereby profess to transfer, subsists and that the Owners/Vendors herein have the sole right full power and absolute authority to grant sell, convey, transfer, assign and assure unto the Purchasers herein the said unit/flat togetherwith the said undivided share of the land and the profits and rights appurtenant thereto together with the benefits, rights and properties hereby sold and conveyed.

2. It shall be lawful for the Purchaser/s herein from time to time and at all times hereafter to enter into and upon and to use hold and enjoy the said unit/flat/car parking space togetherwith the said undivided share of the land and the properties and rights appurtenant thereto and all benefits rights and properties hereby conveyed and every part thereof and to receive rents, issues and profits thereof without any interruption, disturbance thereof without any interruption, disturbance claim or demand whatsoever from or be the Owners/Vendors herein or any person or persons claiming through under or in trust for the Owners/Vendors herein unless otherwise expressly mentioned herein AND freed and declared from and against all manner of encumbrances, trusts, liens, lispenses, demands, claims, hindrances, debts, dues, acquisitions, requisitions and attachments whatsoever save only those as are expressly contained herein.

3. The Owners/Vendors herein shall from time to time and at all times hereafter upon every request and at the costs of the Purchaser/s herein make, do, acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said unit/flat togetherwith the said undivided share of the land and the properties and rights appurtenant thereto together with the benefits and properties hereby granted to the Purchasers herein and in the manner aforesaid.

4. The Owners/Vendors herein and the Association upon its formation shall unless prevented by fire or some other irresistible events from time to time and at all times hereafter upon reasonable request and the costs of the Purchaser/s herein produce or cause to be produced to the Purchaser/s herein or to his/her/their attorneys or agents or at any trial commission examination tribunal board or authority for inspection or otherwise as occasion shall require the original and/or certified copies of the original title deeds of the premises, as per the availability, whatsoever the case may be and also shall at the like request and costs of the Purchaser/s herein deliver to the Purchaser/s herein such attested or other copies or extracts there-from as the Purchasers herein may require and shall in the meantime keep the same safe un-obliterated and un-cancelled.

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**THE PURCHASER/S 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 Purchasers herein have examined the PLAN under proper guidance and is acquainted with the Block and Complex that have been constructed and further may be constructed on the said premises and the Purchasers have identified their requirement as stated in the Agreement and agrees that 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 Purchasers admit and accept that the Owners/Vendors/Developer herein and/or its 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 may become necessary for completing the Construction of the Complex and/or extension thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
4. The Purchasers consents 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 Purchasers agrees 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

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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.

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 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 and/or Apartment save and except at the places which have been specified in the said Flat and/or Apartment for such installation and not within the any other places including the external walls of the other Flats and or units.

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 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

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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** installs 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 including of common car parking spaces both in covered and opened parking zone enmarked by the Developer within the Complex in the manner as deemed fit and proper by the Vendors/ Developer herein.

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 other concerned authority.

u) The Purchasers shall not fix or install any disc-antenna/ window antenna on the roof/terrace or any place here and there in the said building excepting within the balcony of his/her/their own flat or apartment and in alternative the Purchasers shall be entitled to avail of the conceal cable lines facilities through stair-cases 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 kutchra or pucca construction grilled 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 spaces 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.

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z) **TO ABIDE** by such building rules and regulations as may be made applicable by the Developer /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 and "Owners' Association" upon it's formation.

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) The said Car Parking **Space** hereunder transfer is exclusively in relation to the purchase of the Said **Flat No. ....**, in the said Building, and as such the Purchasers shall not be entitled to sale the Said Car Parking Space independently departing the same from the Said Flat to any outsider though shall be entitled to sell the said Parking Space collectively with the Said Flat to any outsider and also entitled to re-sale said car parking space independently to any co-owner of any other flat within the said Housing Complex at his/her/their sole discretion.

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

6. The Purchaser/s acknowledge at or before executing these presents 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 land under the First Schedule hereto (hereinafter referred to and called as the additional area) and shall be entitled to provide all the facilities and/or utilities including the Club with multi-GYM facilities at the Phase-I Blocks/Buildings and Swimming Pool existing hereto (excluding the common facilities provided within the said building) to the residents and or owners/ occupiers of any new building and/or buildings which may be or shall 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 passages, paths and or roads area provided hereto to the such new building and/or buildings which shall be or may be constructed and/or built and/or promoted on the additional area by the Developer herein and or it's nominated Agent/other appointed Developer/Builder including drainage, sewerage, transformer, generator, cable ducts, water lines and such other facilities and/or amenities and/or utilizes which are to be provided within the said Housing Complex.

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

1. The said Unit 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 Purchaser/s.

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- 2.** The Purchaser/s 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 Flat and the said Car Parking Space and rights appurtenant thereto and the said Unit 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 right over and in respect of any other Flat/Unit and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and the Owners/Vendors as well the Developer herein shall have the exclusive right to deal with the same.
- 4.** In as much as there are cluster of buildings to form part of the said Residential Complex namely MEENA AURUM GOLD, 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 entitle to appoint a Company for undertaking maintenance of the common parts and portions and for rendition of common services and the Purchasers agrees 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 Maintenance Agency.
- 5.** The Purchaser/s herein alongwith all the co-owners shall cause to take steps for formation of the Association in participation of the Owners-Vendors and or their Assignee/s. Any association, syndicate, committee, body or society formed by the Unit/Flat/Car Parking Owners and occupiers without the participation of the Owners/Vendors and or their Assignees 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 Owners' Association by the Developer or its nominated/ appointed Maintenance Agency and such Owners' Association shall not by any mean make delay in taking handover of the administration and maintenance works from the Developer immediate after having notice from the Developer in this regards; and upon such making over, the Owners Association shall be responsible for the maintenance and day to day management of the Building/s and the entire premises subject to 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 Purchaser/s herein hereby consents to the same and shall not be entitled to raise any objection thereto.
- 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

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Purchaser/s herein hereby consents to the same and shall not be entitled to raise any objection thereto.

a. The Purchaser/s herein shall from the date of possession use and enjoy the said Unit/s/Flat/s/Car Parking Space/s and Other/s in the manner not inconsistent with his/her/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 herein 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 Purchaser/s 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 Purchaser/s 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 Purchaser/s herein.

**9.** The Purchasers agrees to regularly and punctually make payment of the proportionate share of municipal rates and taxes until such time the said Flat/Unit and/or Apartment is mutated in the name of the Purchasers including the maintenance charges and/or service charges payable to the Developer/said Maintenance Company, Holding Organization and/or the "Owners' Association" upon it's formation.

**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 , Holding Organization and/or the "Owners' Association" upon it's formation and as such the Purchaser/s herein has/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 (incase individual meter is not installed);
- ii) Disconnecting the supply of water;

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- iii) Preventing the use of lifts by the Purchasers and/or its visitors;
- iv) Withdraw all the common services to be provided by Developer / such Maintenance Company/Syndicate, Holding Organization and/or the "Owners' Association" upon its formation until such time all amounts lying in arrears are paid together with interest at the rate of 12% per annum. It is also recorded hereto that any discussions and or meetings in between the Developer and the purchaser/s herein and also others unit-holders in regarding any problems in respect of the use and enjoyment of the unit/s and common portions and facilities by the purchaser/s herein and also by others unit-holders, shall be held at the office of the Developer;

11. The Purchaser/s agrees not to become a member of any other Syndicate/ Maintenance Company/Holding Organization and/or the "Owners' Association" upon its formation and to avail of the common services to be rendered only by such Maintenance Company/Syndicate appointed by the Developer and or the Owners Association for the time being in force 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 Purchaser/s 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 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 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.

15. The Developer herein shall have exclusive right over unsold Flats, Car parking Space and others units if there any within the said complex, which are not specifically allotted and shall be fully entitled to sale and or alienated all the unsold units including of the car parking spaces in the said block /building to any intending purchaser/s those who purchase the flats in other blocks/building which have been constructed and further so shall be constructed phase wise within the entire said Housing Complex namely 'MEENA AURUM GOLD' and the purchaser/s herein shall not be entitled to raise objection and or to create any obstruction thereof in any manner whatever and however.

**16. THE PURCHASERS ALSO HEREBY COVENANT/S WITH THE DEVELOPER AND THE VENDORS TO AGREE WITH THE FOLLOWING ABSOLUTE RIGHTS AND CONDITIONS HEREBY RESERVED UNDER THE DEVELOPER: -**

- i) The Purchasers acknowledges at or before entering these presents that the Developer herein have made known to the Purchasers herein that the Developer herein have already acquired several plots of land and also shall be entitled to acquire any other piece or parcel of land adjoining or contiguous to the said Land hereunder (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 blocks & areas hereunder to any new Building/s and/or Block/s which shall be constructed and/or promoted on the said additional area including any access and/or for the purpose of

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ingress in and egress from and/or through the common parts and portions of the said residential area to the new Building/s and/or Block/s which shall 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.

ii) It is known to the purchasers that the Developer have already acquired several other plots of land within the large Housing Complex "MEENA AURUM" and which are adjacent to the subject Buildings/Blocks within "Meena Aurum Gold" for constructions of further blocks and buildings and the Developer at all material time shall be entitled to make construction in such extended land portions at the sole discretion choice and at its own costs and expenses and during the whole time of such procedures none of the parties herein shall be entitled to raise any objection and or to create any obstructions thereof. It is also undisputedly agreed hereby that in the event of the Developer develop and construct any other Housing Project or Housing Enclave on any other land surroundings and or adjacent to the Said Amalgamated Property hereunder the 1<sup>st</sup> Schedule by extending the parafarnia of the 'Said Housing Complex as made and stated above AND ALSO SEPARATELY in the manner of separate project, the Developer in all such cases shall be solely entitle to use and enjoy the internal Roads/Passages and also of the entrances (both for ingress and egress) of the Enclave by itself and also by allowing the occupiers and or purchasers of the units of such separate buildings and or separate Housing Projects And the Purchasers and or other units purchasers or occupiers of "Said Enclave" shall not be entitled to raise any objections and or to create any obstructions thereof in exercising the Developers such rights to do so.

iii) The Developer/Confirming Party herein has launched a Club within the Said large Housing Complex Meena Aurum consisting of a 'Community Hall', a 'Conference Room' togetherwith a Multi-Gym Centre and also a 'Indoor Games Room' on the Ground Floor of the Blocks/Buildings constructed by the Developer in first Phase of construction within the adjuscent Land and a Swimming Pool have made within Second Phase of construction at "**MEENA AURUM**". The Developer/ Confirming Party herein shall be fully entitle to allot the memberships of the said club to the unit holders of this Building including the intending Purchasers and or unit-holder/s of the other buildings within periphery of **MEENA AURUM** including the '**MEENA AURUM GOLD**' consisting of large numbers of buildings and blocks and also to the outsiders residents of the adjacent buildings and or the adjacent Enclaves, if so developed by the Developer; and all the members of the Said Club shall be entitled to enjoy the said Community Hall and Multi-gym. The Purchasers herein have already obtained membership in the 'Said Club' and agreed to abide by all the rules, regulations as also as for payment of annual fees and others development charges etc. as shall be payable time to time to keep up the membership thereof. The Developer and or their nominated company/firm appointed exclusively for the maintenance and administration of the said Club and proposed Swimming Pool only shall be the exclusive authority regarding thereof; and the purchasers herein and or no other co-purchasers/co-owners and or their nominated association or syndicate or such management firm shall be entitled to create any

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obstruction to the Developer in exercising its such sole rights as provided hereto. The Developer/Confirming Party herein and/or the Maintenance Company and/or , Holding Organization and/or the "Owners' Association" upon it's formation also shall be entitled to increase or reduce the annual fees which has been at present fixed at the rate of Rs. 3000/- (Rupees Three Thousand) only per annum per member and further shall be decided and made under the sole authority of the Developer/Confirming Party herein and/or upon formation by the Maintenance Company for the Complex thereof.

17. In the event of the Purchasers during the continuation of their Club Membership requires the said Community Hall to perform any function in a limited manner without hampering the peaceful environment and annoyances to the residents, they shall have to pay other than the Annual Membership Fees, the necessary charges and/or fees as shall be requisited by the Developer and or their nominated company/firm for the aforesaid purpose of the said utilization of the Community Hall.

18. The name of the Enclave/Complex shall be "**MEENA AURUM GOLD**" and will not be changed, and the hoarding of **MEENA AURUM GOLD** may be erected in any of the **BLOCK** inside the Project Area.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(THE SAID LAND OWNED BY THE PARTIES IN FIRST PART HEREIN)**

**ALL THAT PIECE OR PARCEL OF LAND** total admeasuring area about **84 Cottahs 06 Chhitacks** out of which 66 Cottahs be the same a little more or less comprised in part of **R.S./L.R Dag No: 616, R.S. Khatian No. 228**, corresponding to L.R Khatian No. 86 and are at present severally recorded under **L.R. Khatian Nos. 2809, 2750, 2751, 2752, 2737, 2742, 2736, 2774 & 2743** and 18 Cottahs 06 Chhitacks be the same a little more or less comprised in part of **R.S./L.R Dag No: 606, R.S. Khatian No. 228**, corresponding to L.R Khatian No. 86 subsequently recorded under L.R Khatian No. 1247 and are at present severally recorded under **L.R. Khatian Nos. 2755 & 2734, 2744 & 2733** togetherwith rights of ingress and egress through **16' feet** wide kuncha common passage in eastern portion of the "Said Land" and all the right & benefits in connection thereto, lying and situates at **Mouza: Sulanguri, J.L. No. 22, R.S. No. 196, Touji No.178, Police Station: Rajarhat at present New Town, under Jyangra-Hatiara Gram Panchayet- II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District: North 24 Parganas.** The Said Land is butted and bounded by:

ON THE NORTH : By part of L.R Dag No. 616;

ON THE SOUTH : By partly L.R Dag No. 619 and partly L.R Dag No. 618;

ON THE EAST : By partly 12' wide & partly 16' wide common passages;

ON THE WEST : By partly land in part of L.R Dag No. 606.

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**SHORT DESCRIPTION OF TITLE DOCUMENTS OF THE SAID LAND UNDER ABOVE****PART – I ( L.R. DAG NO. 616):**

Sl. Nos	Name of Owners	Name of the Parties	Deed Nos.	Mouza	Khatian No. L.R.	Area of land (K-Ch-Sq.ft.)
1	Shivmani Builders Pvt. Ltd.	Siaram Housing Finance Ltd.	11806/18	Sulanguri	2809	<b>07-05-15</b>
2	Helpful Infraproperties Pvt. Ltd.	Siaram Housing Finance Ltd.	11810/18	Sulanguri	2750	<b>07-05-15</b>
3	Sainath Residency Pvt. Ltd.	Siaram Housing Finance Ltd.	11813/18	Sulanguri	2751	<b>07-05-15</b>
4	Genesis Heights Pvt. Ltd.	Siaram Housing Finance Ltd.	11811/18	Sulanguri	2752	<b>07-05-15</b>
5	Mangalshiv Realtors Pvt. Ltd.	Siaram Housing Finance Ltd.	11803/18	Sulanguri	2737	<b>07-05-15</b>
6	Graciya Infratech Pvt. Ltd.	Siaram Housing Finance Ltd.	11805/18	Sulanguri	2742	<b>07-05-15</b>
7	Laxmidhan Construction Pvt. Ltd.	Siaram Housing Finance Ltd.	11815/18	Sulanguri	2736	<b>07-05-15</b>
8	Genesis Residency Pvt. Ltd.	Siaram Housing Finance Ltd.	11801/18	Sulanguri	2774	<b>07-05-15</b>
9	Shivganga Residency Pvt. Ltd.	Siaram Housing Finance Ltd.	11802/18	Sulanguri	2743	<b>07-05-15</b>
						<b>66-00-00</b>

**PART – II ( L.R. DAG NO. 606):**

Sl. Nos	Name of Owners	Name of the Parties	Deed Nos.	Mouza	Khatian No. L.R.	Area of land (K-Ch-Sq.ft.)
10	Sanjay Gupta & Jyoti Gupta	Siaram Housing Finance Ltd.	11814/18	Sulanguri	2755 & 2734	<b>04-04-00</b>
11	Suresh Bajaj & Sangeeta Bajaj	Siaram Housing Finance Ltd.	11816/18	Sulanguri	2744 & 2733	<b>14-02-00</b>
						<b>18-06-00</b>
<b>TOTAL LAND OF THE FIRST PARTY</b>						<b>84-06-00</b>

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**THE SECOND SCHEDULE ABOVE REFERRED TO:****PART-I**  
**'SAID UNIT/FLAT'**

**ALL THAT** a self-contained Residential Flat being **Flat No. ....** on the **..... floor** in the **Block – '.....'** Building measuring a **Carpet Area of .....** Sq. Ft., Covered/Built-up area about ..... sq. ft. and salable or super built up area (as defined above) of ..... sq. ft. a little more or less consisting of **3 (three)** Bed Rooms, 1 (one) Living-cum-Dining space, 1 (One) Kitchen, 2 (two) Toilet/s, 1 (one) Verandah with tiles floor fully finished in habitable condition togetherwith undivided proportionate share of land under the First Schedule hereinabove and common easement rights in specified common areas and facilities described in the Third Schedule hereunder and in the said Building and also in the said Housing Complex named **"MEENA AURUM GOLD"**.

**PART II**  
**SAID CAR PARKING SPACE**

**ALL THAT Car Parking Space** bearing **Parking Space No. ....** measuring a **super built up area 135 Sq.ft.** little more or less for right to park one small size motor car hereunder sale unto and in favour of the Purchaser/s for use and enjoyment in common manners within Covered Common Car Parking Zone on the Cemented Ground floor of the said Block ..... Building. The said Flat/Unit and the said Car-Parking Space are delineated in a Map or Plan Annexed hereto bordered in 'RED' Colour forming part of these presents.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(LIMITEDCOMMON RIGHTS IN COMMON PORTIONS/Common FICILITIES)**

1. The land **measuring 84 Cottahs 06 Chhitacks** be the same a little more or less on which the buildings known as **'MEENA AURUM GOLD'** and all easements and quasi-easement rights and appurtenances belonging thereto save and except the portion of the open space enmarked and reserved by the Developer 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 Complex and leading to the staircase of the ground floor of the said building/subject building for ingress and egress.
- 4) Installation of common services namely, electricity, water-pipes, sewerage, rain water pipes and others.
- 5) Limited rights of the ultimate roof for the purpose of overhead tank, 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.
- 6) Drainage, Septic Tank on the Ground floor including all external sewage pipes and water pipes for the use of all owners of the building.

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- 7) 24 hours supply of water by pump and motor from submersible deep tube-well through overhead tank on the roof attached with an iron-remover to the respective units/flats.
- 8) Common Staircases lift, landing with fire-extinguishers, lobbies etc.
- 9) Lighting in the common spaces, passages, staircases, lift, including fixtures and fittings.
- 10) Common electric meter boxes within electric cabin/room.
- 11) Transformer for the Complex including the space for the transformer.
- 12) Open space surrounding the said building at the said premises (save and except the portions of open spaces en-marked and reserved by the Developers and or its respective nominee/s for open space car parking).
- 13) Club with multi-gym facilities and Community Hall subject to obtaining membership upon payment for the purpose thereof as agreed hereto.
- 14) Common toilets in the Ground Floor.
- 15) Security Guard Room/Outpost.
- 16) All other part of the said building and the premises 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**  
**(COMMON EXPENSES)**

- 1) All expenses for the maintenance, operating, replacing, repairing, renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the building.
- 2) All the expenses for running and operating all machinery equipments and installations comprised in the common portion including the cost of repairing replacing and renovating the same.
- 3) Costs and charges of establishment for maintenance and running the administration of the said building.
- 4) All charges and deposits for supply of common utilities to the co-owners in common.
- 5) Municipal/Panchayet tax, water tax and other rates and other duties and outgoings whatsoever if any applicable and payable in respect of common portion, common areas of the premises and the building.
- 6) Cost of formation and operation of the Owners' Association and or the service organization including the office expenses incurred for maintaining the office thereof.
- 7) Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and lighting the common portions including system lose for providing electricity to each Unit/Flat.

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- 8) All litigations expenses incurred for the common purposes and relating to the common uses and enjoyments of the common portions.
- 9) Creation of funds for replacements, renovations and/or periodical expenses.
- 10) All expenses referred to above shall be born and paid proportionately in common by the co-owners.
- 11) The common maintenance cost per month at the existing rate of Rs. 2.50/- (Rupee Two & paise Fifty) only per Square Feet of the each individual Unit/Flat from the date of possession which is increasable and or variable time to time as shall be determined by the Developer and subsequently by the Owners' Association or Managing Company/Syndicate for the time being in force.
- 12) Until separate meter is installed for the subject unit hereunder sell, the Purchaser/s herein shall cause to pay the unit consumed by him/her/it/them at an average rate from the main service meter to be calculated and assessed by the Developer/Confirming Party herein and/or the Maintenance-In-Charge of (subject to availability) the premises and the such assessment shall be conclusive final and binding on the Purchaser herein.
- 13) Actual amount of Security Deposit so shall be charged by the West Bengal Electricity Board and/or other Authority concerned for the time being in force on account of individual meter in the name of the purchaser for the subject unit hereunder sell.

**MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS:**

- 1) The co-owners of the Units/Flats shall form an Association and/or Maintenance Company for the common purpose including taking over all obligations with regard to management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972. Upon the Purchasers fulfilling their obligations and covenants under and upon its formations of the Association and/or the Maintenance Company shall manage maintain and control the common portions and do all acts deeds and things as may be necessary and/or expedient for the common purposes and the Purchasers shall co-operate with the Landowners/Vendors herein and the Developer/ Confirming Party herein till the Association and/or Maintenance Company may frame rules regulations and laws time to time for maintaining quiet and peaceful enjoyment of the said building.
- 2) Upon formation of the Association and/or the Maintenance Company, the Landowners/Vendors herein and the Developer/Confirming Party herein shall transfer all its rights and obligations as also the residue then remaining of the deposits made by the Purchasers or otherwise after adjusting the remaining due and payable by the Purchasers and the amounts so transferred henceforth be so held by the Association and/or the Maintenance Company under the account of Purchasers for the purpose of such deposit.
- 3) The Association and/or the Maintenance Company upon its formation and the co-owners shall however remain liable to indemnify and keep indemnified the Landowners/ Vendors herein and the Developer/Confirming Party herein for all liabilities due to not fulfillment of its respective obligations by the co-owners and/or the Association and/or the Maintenance Company.

Continue.....

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

SIGNED AND DELIVERED BY THE LANDOWNERS/VENDORS  
AT KOLKATA IN THE PRESENCE OF:  
WITNESSES:

1.

2.

\_\_\_\_\_  
**OWNERS/VENDORS**

SIGNED AND DELIVERED BY THE PURCHASERS  
AT KOLKATA IN THE PRESENCE OF:  
WITNESSES:

1.

2.

\_\_\_\_\_  
**PURCHASERS**

SIGNED AND DELIVERED BY THE DEVELOPER/CONFIRMING  
PARTY AT KOLKATA IN THE PRESENCE OF:  
WITNESSES:

1.

2.

**Drafted by:**

\_\_\_\_\_  
**DEVELOPER/CONFIRMING PARTY**

Continue.....

**RECEIPT**

**RECEIVED** a sum of ₹ ...../- (Rupees .....) only as and by way of full and final agreed consideration for the property hereunder sale as per the memo below:-

**MEMORANDUM OF CONSIDERATION**

Ch. No.	Date	M/Receipt No.	A/c Head	Amount (₹)	GST (₹)
<b>Grand Total ₹ .</b>					

(Rupees .....Only)

**WITNESSES:**

1.

2.

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**OWNERS/VENDORS**


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**DEVELOPER/CONFIRMING PARTY**

Continue.....