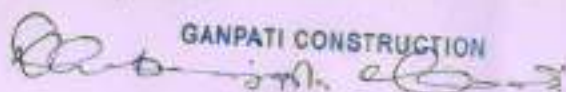


DEED OF CONVEYANCE

ASSESSED MARKET VALUE OF RS. _____ /-
INDENTURE OF RS. _____ /-
QUERY NO. _____

PROPERTY SOLD: One self-contained residential Self Contained Flat No. _____ on the _____ Floor admeasuring an area of _____ sq.ft. (_____ sqm) Carpet Area/ Saleable area and right to use and/or Park One Covered Four Wheeler Car in Car Parking Space on the _____ Floor at 108, Bedia Para Lane, Post Office-Bediapara Police Station- Dum Dum, Kolkata-700 77, under Ward No.11 of the South Dum Dum Municipality under Additional District Sub-Registrar, Dum Dum, District- 24 Parganas (North), West Bengal, India.

THIS INDENTURE made on this _____ day of _____, Two Thousand and Nineteen (2019).



GANPATI CONSTRUCTION

Partner

Partner

Partner

Partner

GANPATI CONSTRUCTION

BETWEEN

(1.a) **SMT. MAYA RANI DAS**, wife of Late Bankim Chandra Das, by Nationality-Indian, (b) **SRI BARUN DAS**, son of Late Bankim Chandra Das, by Nationality India, by faith-Hindu, by occupation-Service (c) **SMT. SUKLA DAS NEE BALA** wife of Sri Nihar Ranjan Bala, Occupation-Housewife, by Nationality-Indian, SL. No. (a) and (b) are residing at 32, Rabindra Nath Tagore Road, P.O. -Bediapara, Kolkata-700077, P.S. Dum Dum, and SL No. (C) at 432, Rabindra Nath Tagore Road, P.O.- Bediapara, Kolkata-700077, P.S. Dum Dum all in the District of North -24-Parganas (2) **SRI BABLA DUTTA**, son of Late Amulya Bhushan Dutta, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at 77, Bidyasagar Road, P.O. Bediapara, P.S. Dum Dum, Kolkata-700077, Dist-North-24-Parganas (3.a) **SRI ASHIT CHAKRABORTY**, son of Late Anil Baran Chakraborty, by faith-Hindu, by nationality -Indian, by occupation-Business, (3.b) **SRI AMIT BARAN CHAKRABORTY**, son of late Anil Baran Chakraborty, by faith-Hindu, by nationality-Indian, by occupation -Service, (3.c) **SRI ALOK BARAN CHAKRABORTY**, son of Late Anil Baran Chakraborty, by faith-Hindu, by nationality-Indian, by occupation-service, (3.d) **SMT. KARABI CHAKRABORTY**, wife of Sri Biplab Chakraborty, by faith-Hindu, by nationality-Indian, by occupation-Housewife and all are residing at 63, Vidyasagar Road, P.O. Bediapara, Kolkata -700077, P.S. Dum Dum, District -

North-24-Parganas (4.a) **SMT. NILIMA CHAKRABORTY**, wife of Late Abinash Chakraborty, Occupation-Housewife, (4.b) **SRI ASHOK CHAKRABORTY**, son of Late Abinash Chakraborty, occupation-Service, (4.c) **SRI ASHIM CHAKRABORTY**, son of Late Abinash Chakraborty, by occupation-Service, (4.d) **SMT. JABA CHAKRABORTY**, daughter of Late Abinash Chakraborty, wife of Prantor Chatterjee, by occupation-Housewife, (4.e) **SMT. KRISHNA ACHARYA**, daughter of Late Abinash Chakraborty, wife of Sri Kajal Baran Acharya, all by faith-Hindu and Nationality-Indian and all having address at 63, Vidyasagar Road, P.O. Bediahara, Kolkata-700077, P.S.-Dum Dum, District-North-24-Parganas, (5.a) **SMT. REBA CHAKRABORTY**, wife of Late Deb Das Chakraborty, by faith-Hindu, by Nationality-Indian by occupation-Housewife, (5.b) **SRI DEBABRATA CHAKRABORTY** son of Late Debdas Chakraborty, by faith-Hindu, by nationality-Indian, by occupation-Business, both having residential address at 53, Vidyasagar Road, P.O. Bediagara, Kolkata-700077 (6) **GANPATI CONSTRUCTION** a partnership firm having its principle place of business at 54, R.N. Tagore Road, P.S. Dum Dum, Kolkata-700077, being represented by its partners (1) **SRI TAPAS ROY**, son of Sri Surendra Chandra Roy, by faith-Hindu, by occupation-Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S.-Dum Dum, Kolkata-700030 (2) **SRI DHRUBAJYOTI CHAKRABORTY** son of Late Rabindra Nath Chakraborty, by faith-Hindu, by

occupation- business, residing at 180, Rabindra Nath Tagore Road, P.S. Dum Dum, Kolkata-700077, hereinafter jointly and collectively referred to as the **“OWNERS”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs executors administrators, legal representatives, and/or nominees) **OF THE FIRST PART;**

AND

M/S. GANPATI CONSTRUCTION (PAN AALFG1985H), partnership concern, having its office at 54, Rabindra Nath Tagore Road, P.S. Dum Dum, Kolkata-700077, being represented by its partners **(1) TAPAS ROY** son of Sri Surendra Chandra Roy, by faith-Hindu, by occupation-Business, by Nationality-Indian, having PAN : AGBPR3283P) residing at 784 Purba Sinthee road, Madhugarh, P.S. Dum Dum, Kolkata -700030 and **(2) SRI DHRUBAJYOTI CHAKRABORTY**, son of Late Rabindra Nath Chakrabroty, by faith-Hindu, by occupation-Business by Nationality-Indian, having PAN : ABZPC5537A) residing at 180, Rabindra Nath Tagore Road (also known as Bediapara Lane) P.S. Dum Dum, Kolkata-700077 hereinafter referred to as the **DEVLEOPER** (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to include their heirs, executors, administrators, legal representatives, and/or nominees) **OF THE SECOND PART;**

AND

AND

[If the Allottee is a Company] _____, (CIN No.....) a company incorporated under the provisions of the Companies Act, 1956 or 2013, as the case may be, having its registered office at _____ (PAN _____), represented by its authorized signatory, _____ (Aadhar No. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interst, and permitted assigns)

(or)

[If the Allottee is a Partnership] _____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ (PAN _____), represented by its authorized partner, _____ (Aadhar No. _____) authorized vide _____ hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interst, and permitted assigns)

(or)

[If the Allottee is a HUF]
Mr./Mrs. _____, (Aadhar No. _____)
son/daughter of _____ aged about _____ FOR SELF AND AS THE Karta of the Hindu Joint Family known as HUF, having its place of business/residence at _____ (PAN _____) hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interst, and permitted assigns)

(or)

[If the Allottee is an individual]
Mr./Mrs. _____, (Aadhar No. _____)
son/daughter of _____ aged about _____ residing at _____ (PAN _____) hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interst, and permitted assigns)

The Developer and Purchasers shall hereinafter collectively be referred to as the Parties and individually as a Party of the **THIRD PART** :

SECTION-1 INTERPRETATION :**WHEREAS**

A. In these presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto.

- (i) **"Agreed Consideration"** shall mean the consideration mentioned in **PART-I** of the **FIFTH SCHEDULE** hereto and payable by the Purchaser to the Builder for acquiring the said Unit.
- (ii) **"Architects"** shall mean any Architect whom the Vendors and the Builder have appointed as the Architects for the Project/ Buildings time to time.
- (iii) **"Association"** shall mean an Association, Syndicate, Committee, Body, Society or Company which would comprise the purchasers of Units and the Builder as may be required and be formed or incorporated at the instance of the Builder for the Common Purposes with such rules and regulations as shall be framed by the Builder.
- (iv) **"Buildings"** shall mean and **BHK** Apartments having One Block of Apartments a total of apartments of different types instoried Block including such other constructions and/or structures, as may be constructed on the Premises by the Builder from time to time.
- (v) **"..... Built-Up Area"** and/or **"Covered Area"** in relation to a Flat shall mean the floor area of that Flat including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls

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7

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(external or internal) and the columns and pillars therein Provided That if any wall, column or pillar be common between two Flats, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such Flat.

- (vi) "Carpet Area" means the net usable floor, area of an Flat/Apartment, excluding the area covered by the external walls, areas under services shafts, excluding balcony or verandah area and exclusive open terrace, but includes the area covered by the internal partition walls of the flat/apartment;
- (vii) "Car Parking Area" means an area either enclosed or unenclosed, covered or open excluding open car parking areas reserved for common areas and facilities to park vehicles located at any level and includes all types of car parking areas sanctioned by the Competent Authority;
- (viii) "Common Area" means-
- i) the entire land for the real estate project or where the project is developed in phase and registration under the West Bengal Housing Industry Regulation Act, 2017, the entire land for that phase;
 - ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of the building;
 - iii) the common basements, terraces, parks, play areas, visitors car parking areas and common storage spaces;
 - iv) the premises for the lodging of persons employed for the managements of the property including accommodation for watch and ward staffs or for the lodging of community service personal;
 - v) Installations of central services such as electricity, gas, water, and sanitation, air-conditioning and incinerating system for water conservation and renewal energy;
 - vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - vii) all community and commercial facilities as provide in the real estate project;

viii) all other portion of the project necessary or convenient for its maintenance, safety etc., and in common use;

(ix) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Buildings, the Common Area/ Portions, and the Premises and also the expenses for Common Purposes of the Unit owners and shall be payable proportionately by the Purchaser periodically as part of maintenance charges.

(x) **“Common Portions”** shall mean the common areas and installations in the Buildings and the Premises that are morefully and particularly mentioned in the **THIRD SCHEDULE** hereto.

(xi) **“Common Purposes”** shall include the purposes of managing and maintaining the Premises, Buildings and in particular the Common Portions, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common.

(xii) **“Corpus Deposit or Sinking Fund”** shall mean a deposit comprising of amounts to be paid/ deposited and/or contributed by each Unit Owner, including the Purchaser herein, towards future capital expenses or major maintenance which shall be held by the maintenance Agency/ Company/ Association.

(xiii) **“Family Members”** shall mean, and includes husband, wife minor son and unmarried daughter wholly dependent on a person.

- (xiv) **"Land"** shall mean the entire land ALL THAT the piece and parcel of land containing an area of Eleven (11) cottahs (7) Seven chittacks and (11) Eleven sq.ft. be the same a little more or less lying and situate in the District of (North) 24 Parganas, P.S. Dum Dum, Mouza – Sinthi Nij, J.L. No.11, R.S. No.9, Touzi No.1298/2833, comprised in R.S. Dag Nos. 578 & 586 under R.S. Khatian No.29 under Khatian No.28, being Amalgamated Municipal Holding No. 108, Bediapara Lane in Ward No.11 of South Dum Dum Municipality under Additional District Sub – Registrar, Dum Dum, District 24 Parganas (North) fully described in the FIRST SCHEDULE (SCHEDULE-A) hereunder written.
- (xv) **"Maintenance Agency"** shall mean the Builder or any association, society, company, body or committee formed/appointed by the Builder for the Common Purposes.
- (xvi) **"Municipal Corporation"** shall mean the Rajpur Sonarpur Municipal Corporation and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans.
- (xvii) **"Notice of Possession"** shall mean the notice given by the Builder to the Purchaser in terms of clause 6.1 herein below stating that the said Unit is ready for possession.
- (xviii) **"Plan"** or **"Plans"** shall mean the plan sanctioned by the Rajpur Sonarpur Municipality; vide Building **Plan(s) Memo No.** (Valid upto) for construction of the Buildings at the Land and shall include any other plan or plans sanctioned by any other department or departments authorised to do so and shall also include all its variations, modifications, alterations, amendment, validation, revalidation, renewals, extensions, if any, that may be made or obtained by the Vendors and/or the Builder from time to time.
- (xix) **"Premises"** shall mean the Land including the Buildings and other structures to be constructed thereon.
- (xx) **"Project"** shall mean the work of development undertaken and to be done by the Vendors and the Builder jointly in respect of the Premises and/or any modification or extension thereof till such development of the Premises is completed and possession of the completed Flats/Units are made over to the respective Unit Owners.

- (xxi) **"Proportionate"** with all its cognate variations shall mean the ratio the Covered Area of any Flat may bear to the Covered Area of all the Flats in the Buildings.
- (xxii) **"Proportionate Undivided Share"** in relation to a Flat shall mean the proportionate variable undivided indivisible and impartible share in the Land comprised in the Premises that is attributable to such Flat at any point of time.
- (xxiii) **"Said Flat"** shall mean the Flat No. ___ on the ___ Floor admeasuring an area of ___ sq.ft. (___ sqm) Carpet Area/Saleable area at
(Holding no. ___ Post Office:- ___ Police Station:-
Kolkata 700 0 __, under Ward No. __, of
Municipality, under Additional District Sub- Registrar,
District 24 Parganas __, West Bengal, India described
in **PART -I** of the **SECOND SCHEDULE** hereto.
- (xxiv) **"Said Undivided Share"** shall mean the proportionate variable undivided indivisible and impartible share or interest in the Land comprised in the Premises attributable to the said Flat.
- (xxv) **"Said Unit"** shall mean the said Flat, the said Vehicle Parking space, (if any), and the right of common use of the Common Portions and wherever the context so intends or permits, shall also include the said Undivided Share.
- (xxvi) **"Said Garage"** shall mean a place within a described in **Part - II** of the **SECOND SCHEDULE** hereto.
- (xxvii) **"Saleable Area"** of a Flat shall mean the Built - Up area of such Flat and the Proportionate Undivided Share attributable to such Flat.
- (xxviii) **"Unit"** shall mean a residential apartment in the Buildings, with or without any Vehicle Parking Space, and wherever the context so intends or permits, shall include the Proportionate Undivided Share attributable to such Flat and the right of common use of the Common Portions thereto.

- (xxix) **"Unit Owners"** shall according to the context, mean all purchasers and/or intending purchasers of different Flats / apartments / Units in the Buildings and shall also include the Builder in respect of such Flats / apartments / Units which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Vendors and/or the Builder.
- (xxx) **"Vehicles Parking Space"** shall mean such covered spaces on the ground floor or the basement of the Buildings, Open Spaces surrounding or adjacent to the Buildings that may be earmarked by the Builder for parking private cars and two wheelers of the Unit Owners.
- (xxxi) **"Builder's Advocates"** shall mean _____ 700 _____, who have prepared this Agreement and who shall prepare all legal documents including the Deed of Conveyance in respect of the development, construction, sale and transfer of the Units including the said Unit, in the Premises.
- (xxxii) **"Masculine"** gender shall include the **"Feminine"** and **"Neuter"** genders and vice versa.
- (xxxiii) **"Singular"** number shall include the **"Plural"** and vice versa.
- (xxxiv) **"Completion Certificate"** shall mean Completion Certificate issued by the South Dum Municipality on dated _____ for the grant of partial Completion Certificate.
- (xxxv) **"Rights on Purchaser's Default"** shall mean the rights mentioned in the SIXTH SCHEDULE hereto to which the Association and/or the Maintenance Agency shall be entitled in case of any default or breach by the Purchaser.
- (xxxvi) **"Said Flat"** shall mean the Flat No. _____ on the _____ Floor admeasuring an area of _____ sq.ft. (_____ sqm) Carpet Area/Saleable area at Bediapara Lane (Holding no. 108 Post Office:- Bediapara Lane, Police Station:- Dum Dum, Kolkata 700 0 _____, under Ward No.11, of South Dum Dum Municipality, under Additional District Sub-Registrar, District 24 Parganas, Kolkata 700077, West Bengal, India more fully described in **PART-I** of the **SECOND SCHEDULE** hereto.

- (xxxvii) **"Said Sale Agreement"** shall mean the Agreement-made between the Vendors herein, therein also referred to as the Vendors of the First Part, the Builder herein, therein also referred to as the Builder of the Second Part and (he Purchasers herein, therein also referred to as the Purchasers of (he Third Part whereby the Vendors and the Builder have agreed to sell and the Purchasers have agreed to purchase the Said Flat and or for the consideration and on i.he terms and conditions, as therein contained.
- (xxxviii) **"Said Unit"** shall mean the said Flat, the said Vehicle Parking Space and the right of common use of the Common Portions and wherever the context so intends or permits, shall also include the Said Undivided Share.
- (xxxix) **"Singular"** number shall include the **"Plural"** and vice versa.
- B.** The Vendors are the absolute owners of the said Premises.
- C.** The facts describing the devolution of title of the Vendors to the Premises are more particularly mentioned in the SEVENTH SCHEDULE hereto.
- D.** The Purchasers herein being desirous of purchasing, ALL THAT the said Unit approached and requested the Vendors and the Builder to sell the said Unit to the purchasers, when accepting the said request of the purchasers, by the said sale Agreement, the Vendors and the Builder agreed to sell and the purchasers agreed to purchase the said Unit at or for the consideration and on the terms and conditions, more fully therein contained.
- E.** In due course the builder has completed the construction of the said project accordance with necessary approvals and sanctioned plans and named the complex and fulfilled all terms and conditions of the said Development Agreement and subsequent Amendments upto date.
- F.** The Vendors and the Builder have since caused construction and completed construction of the Said Unit in accordance with the Plans and obtained the Completion Certificate from Municipality issued on letter **dated** for the grant of Completion Certificate and have issued to the purchasers the Notice of Readiness and the Notice of Possession in terms of the said Sale Agreement.
- G.** The Purchasers having fully inspected and being completely satisfied with the quality, workmanship and specification of construction of the Said Unit, has been taken over vacant and peaceful possession thereof prior to the date of execution of these presents and have no claim and /or demand of whatsoever nature include pecuniary.

H. Now at the request of the Purchasers, the Vendors and the Builder have in terms of the Said Sale Agreement agreed to execute and register these presents in favour of the Purchasers in the manner as hereinafter contained.

I. It is recorded that at or before execution of these presents, the Purchasers have by obtaining independent professional services, examined and fully satisfied themselves as to the following:

- (a) The title of the Vendors to the Premises and also the Said Unit;
- (b) The right of the Builder in respect of the Project;
- (c) The terms, conditions, restrictions and obligations contained in the Said Sale Agreement and these presents;
- (d) The Plans sanctioned by the South Dum Dum Municipality;
- (e) The total measurement of the Said Unit including the Super Built-Up Area thereof;
- (f) The specifications of materials used for construction of the Said Unit and the Buildings, and have agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives their respective right, if any, to do so.

SECTION-II # WITNESSETH

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of Rs. _____ /- (**Rupees _____ only**) by the Purchasers _____ to the Builder paid at or before the execution hereof (the receipt whereof the Builder doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Purchasers and the Said Unit being hereby conveyed) the Vendors and the Builder do and each of them doth hereby grant convey sell transfer release assign and assure unto and in favour of the Purchasers **ALJLJ^AT** the Flat, being **Flat No. __ on the __ Floor** admeasuring an area of sq.ft. (**__ sqm**) Carpet Area/Saleable area as more fully and particularly mentioned and described in **PART-I** of the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** proportionate undivided share in the Land comprised in the Premises as more fully mentioned and described in the **FIRST SCHEDULE** hereunder written and attributable to the Said Unit,

TOGETHER AND WITH like proportionate undivided share in the Common Portions, fully mentioned and described in the **THIRD SCHEDULE** hereunder written and attributable to the Said Unit, **AND TOGETHER WITH** the right to park one car in **Car Parking Space No. _____**, in the _____ as allotted in the Said Vehicle Parking Space at the Premises, if so categorically sold and purchased under these presents and as more fully mentioned in **PART – II** of the within mentioned **SECOND SCHEDULE**, (all hereinafter collectively referred to as "the **Said Unit**"). **AND TOGETHER ALSO WITH** the right to use and enjoy the Common Portions in common with the other Unit Owners of the Building **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said Unit **AND** all the estate right title interest property claim and demand whatsoever of the Vendors and/or the Builder into or upon the Said Unit **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Unit **TO HAVE AND TO HOLD** the Said Unit and every part thereof unto and to the use of the Purchasers absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchasers' covenants and agreements hereunder contained and on the part of the Purchasers to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations set forth in the **FIFTH SCHEDULE** hereunder written and the Said Sale Agreement) **AND ALSO SUBJECT** to the Purchasers paying and discharging all municipal and other rates taxes and impositions on the Said Unit wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written proportionately, and all other outgoings in connection with the Said Unit wholly and the Premises and in particular the Common Portions proportionately.

SECTION – III # VENDORS' AND BUILDER'S COVENANTS:

I. THE VENDORS AND THE BUILDER DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE PURCHASER as follows:-

- i) The right, title and interest which the Vendors and the Builder doth hereby profess to transfer subsists and that the Vendors and the Builder have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchasers, the Said Unit in the manner aforesaid.
- ii) It shall be lawful for the Purchasers, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the Said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendors or the Builder or any person or persons claiming through under or in trust for them or any of them **AND** freed and cleared

from and against all manner of encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.

iii) The Builder for the time being, and subsequently the Association or Maintenance Company, after handing over the charge of maintenance and management of the Premises to the Association or Maintenance Company by the Builder, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Said Unit hereby granted sold conveyed and transferred unto and to the Purchasers in the manner aforesaid as shall or may be reasonably required by the Purchasers.

iv) The Builder for the time being, and the Association or Maintenance Company, upon the Builder handing over all relevant documents in respect of the said Premises to the Association or Maintenance Company, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers produce or cause to be produced to the Purchasers or to his attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Premises and also shall at the like request and costs of the Purchasers deliver to the Purchasers such attested or other copies or extracts there from as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncancelled.

SECTION - IV # PURCHASERS' COVENANTS:

II. THE PURCHASERS DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE VENDORS AND THE BUILDER as follows:

1. The Purchasers agree and bind themselves that the Purchasers shall and will at all times hereafter abide by and observe the restrictions (a) set-forth in the **FIFTH SCHEDULE** hereunder written and contained in the Said Sale Agreement.

2. The Purchasers have also examined and satisfied themselves about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Buildings, installation, maintenance and user of lift and other utilities and facilities at the Premises and rules made there under and also acquainted itself and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.

3. As from the date hereof, the Purchasers bind themselves to regularly and punctually pay the following amounts and outgoings:

i) Municipal rates and taxes, surcharge and water tax, if any and as assessed on the Said Unit, directly to the Municipal Corporation **Provided That** so long as the

Said Unit is not separately assessed for the purpose of such rates and taxes, the Purchasers shall pay to the Builder/Maintenance Agency proportionate share of all such rates and taxes assessed on the Premises.

ii) All other impositions, levies, cess, taxes and outgoings (including Multistoried Building Tax, Betterment fees, Development Charges, GST, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the Said Unit or on the Premises by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said Unit and proportionately in case the same relates to the Premises, as the case may be.

iii) Electricity charges for electricity consumed in or relating to the Said Unit directly to electricity supplying body or the Maintenance Agency, as the case may be.

iv) Maintenance charges and proportionate share of all Common Expenses (including any contribution towards major repairs, electricity consumption for the common meter, lift, renovation, etc. in or for the Building, as may be required at any time in future) as shall be assessed on the Said Unit and demanded from time to time by the Builder or, upon its formation, the Association, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Builder, or the Association upon its formation, after taking into account the common services provided at the Premises.

3.1 All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Builder or upon its formation, to the Association, within 7 days of each and every month for which the same becomes due and otherwise within 7 days of the Builder or its nominee leaving its bill for or demanding the same at the above address of the Purchasers and the Purchasers shall keep the Builder and the Association, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non payment or delay in payment thereof.

3.2 The apportionment of the liability of the Purchasers in respect of any item of expenses, tax, duty, levy or outgoings payable by the Purchasers in respect of the said Unit shall be done by the Vendor and the Association upon its formation and the same shall be final and binding on the Purchasers.

4. The Purchasers shall, in case already not so done, within 1(One) month from the date hereof apply for and obtain separate assessment of the Said Unit from the Municipal Corporation and the Vendors and the Builder shall sign necessary papers and declarations as may be required. In case the Purchasers fail to have such separation effected, then the Vendors and the Builder shall be at liberty to have the same effected as the constituted attorney of and at the costs and expenses of the Purchasers.

5. The Purchasers shall permit the Builder and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all

reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the Said Unit and every part thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the Building and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the Said Unit and the Purchasers shall make good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Builder or the Association.

6. From the date of execution hereof and till the continuance of its ownership of the Said Unit, the Purchaser shall:

- i) use the Said Unit only for the exclusive purpose of **private dwelling or residence** of respectable persons in a decent and respectable manner and for no other purposes;
- ii) use the Said Vehicle Parking Space, if any right to park a motor vehicle is expressly so granted to the Purchasers hereunder, only for the purpose of parking of their own medium sized motor vehicles;
- iii) not use the roof of the Building for hanging or drying of clothes, bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Unit Owners;
- iv) use the Common Portions in common with the other Unit Owners of the Building and only to the extent required for ingress and to egress from the Said Unit of men materials and utilities and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Premises.

7. The Purchasers shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other Unit Owners in the Building.

8. The Purchasers shall not make any additions or alterations to the Said Unit (including internal partition walls, etc.) nor to the Building or the Premises nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the Building or the Said Unit and also not to decorate or paint or clad the exterior of the Said Unit and do not install any Grill in Verandah (including the Design of the Said Grill) otherwise than in the manner as be agreed to by the Owner/Builder or the Association in writing.

9. The Purchasers shall abide by, observe and perform all rules regulations and restrictions from time to time made in force by the Builder or the Association (including those contained in the Said Sale Agreement and the **FIFTH SCHEDULE**

hereunder written) or the appropriate authorities for the user and management of the Premises and every part thereof and in particular the Common Portions.

SECTION - V # VENDORS', BUILDER'S AND PURCHASERS' MUTUAL COVENANT:

I. AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

- a) The properties benefits and rights hereby conveyed unto and in favour of the Purchasers are and shall be one lot and shall not be partitioned or dismembered in part or parts and the Purchasers shall also not claim any division or partition in the Land comprised in the Premises towards its proportionate land share appurtenant to the Said Unit. It is further agreed and clarified that any transfer of the Said Unit by the Purchasers shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Purchasers shall be bound to abide by the rules and regulations framed for the Building and become a member of the Association.
- b) All the units and other constructed areas if any as well as the other open and covered spaces in the new building or the said premises shall remain the exclusive property of the Unit Owners proportionately.
- c) After the allotment and transfer of all the Units in the Building or earlier, as the case may be, the Association of the Unit Owners shall be formed and the Purchasers and the other Unit Owners shall be the members thereof, each having voting rights therein equivalent to one vote, it being clarified that in case there be more than one purchaser of a Unit then only one of the such purchasers shall be entitled to have voting right equivalent to one vote. The Purchaser shall, along with the other Unit Owners, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes.
- d) Until such time the Association is formed and takes charge of the acts relating to the Common Purposes or until the expiry of three months of a notice in writing given by the Builder to the Purchasers and the other Unit Owners to take charge of the acts relating to the Common Purposes whichever be earlier, the Builder or its nominees shall manage and maintain the Premises and in particular the Common Portions and look after the Common Purposes **subject however** to the Purchasers making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof.
- e) Upon formation of the Association and its taking charge of the acts relating to the Common Purposes or the expiry of the notice period mentioned in the clause immediately preceding, all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Builder and/or its nominee to the

Association or the Unit Owners. All references to the Builder herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association and/or the Unit Owners.

- f) In the event of the Purchasers failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes. Common Expenses or any other amounts payable by the Purchasers under these presents and/or in observing and performing the covenants terms and conditions of the Purchasers hereunder, then the Builder and upon its formation and taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to:
- (i) Claim interest at the rate of **18% (Eighteen)** per annum on all the outstanding amounts.
 - (ii) To demand and directly realise the amounts becoming due and payable to the Purchasers by any tenant or licensee or other occupant in respect of the Said Unit.
 - (iii) Discontinue supply of water to the Said Unit.
 - (iv) Disconnect electricity Connection in the Said Unit.
 - (v) Withhold and stop use of all other utilities and facilities (including lift) to the Purchasers and their Family Members, guests, tenants or licensees.
- g) The bills for maintenance charges/Common Expenses, electricity charges, etc. payable by the Purchasers to the Builder and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Purchasers, in case the same is left in the Said Unit or in the letter box in the ground floor of the Building and earmarked for the Said Unit or emailed to the last recorded email address.
- h) The Building shall together at all times as a housing complex bear ~~the~~ nameand none else.
- i) These presents constitutes the entire understanding between the Parties and shall have overriding effect on all earlier agreements, contracts and understanding, if any, made between the Parties prior to execution of these presents.

**THE FIRST SCHEDULE (SCHEDULE-"A") ABOVE REFERRED TO
(THE SCHEDULE OF LAND)**

ALL THAT piece or parcel of bastu land measuring an area of Eleven(11) Cottahs Seven(7) Chhittacks and Eleven(11) Sq.ft. be the same a little more or less lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza -Sinthi Nij, J.L. No.11, R.S. No.9, Touzi No.1298/2833, comprised in R.S. Dag Nos.578 & 586 under R.S. Khatian No.29 under Kh.No.28, being Amalgamated Municipal Holding No.108, Bedia Para Lane in Ward No.11 of the South Dum Dum Municipality, being butted and bounded as:

ON THE NORTH :: 20'-0" Wide Municipal Road

ON THE EAST :: Other's Land and Building

ON THE SOUTH :: 20'-0" Wide Municipal Road.

ON THE WEST :: 20'-0" Wide Municipal Road

1. **LAND OF SMT. MAYA RANI DAS, SRI BARUN DAS and SMT. SUKLA DAS NEE BALA.**

ALL THAT the piece or parcel of bastu land measuring about One (1) Cottah Ten (10) Chhittack and Thirty (30) Sq. ft. more or less lying and situate in the District of North 24-Parganas, P.S. Dum Dum, Mouza- Sinthi Nij, J.L. No.11, R.S. No. 9, Touzi No. 1298/2833 curved out by R.S. Dag No. 578, L.R. Dag No. 2418, appertaining to R.S. Khatian No. 29, L.R. Kh. No. 2418, being Municipal Holding No. 108, Bediapara Lane in Ward No. 11 of the South Dum Dum Municipality, being butted and bounded as :-

ON THE NORTH :: House of Late Suresh Chandra Das & 4'-0" Ft.wide Common Passage.

ON THE EAST :: ABHISEKH APARTMENT

ON THE SOUTH :: House of Late Amulya Bhusan Dutta

ON THE WEST :: Property of Asit Baran Chakraborty

2. **LAND OF SRI SRI BABLA DUTTA.**

ALL THAT the piece or parcel of bastu land measuring about One (1) Cottaha more or less lying and situate in the District of North 24-Parganas, P.S. Dum Dum, Mouza-Sinthi Nij, J.L. No.11, R.S. No. 9, Touzi No. 1298/2833 curved out by C.S./R.S. Dag No. 578 appertaining to C.S./R.S. Khatian No.29 under jaminder Kh.No.28, being Municipal Holding No.121, Bediapara Lane in Ward No.11 of the South Dum Dum Municipality, being butted and bounded as:-

ON THE NORTH :: House of Bankim Chandra Das

ON THE EAST :: 4'-0" Ft. wide Common Passage and thereafter Land of Amulya Bhusan Dutta

ON THE SOUTH :: House of Biju Chakraborty

ON THE WEST :: Property of Asit Baran Chakraborty

3. LAND OF SMT. NILIMA CHAKRABORTY, SRI ASHOK CHAKRABORTY, SRI ASHIM CHAKRABORTY, SMT. JABA CHAKRABORTY, SMT. KRISHNA ACHARYA, SRI ASHIT CHAKRABORTY, SRI AMIT BARAN CHAKRABORTY, SRI ALOK BARAN CHAKRABORTY and SMT. KARABI CHAKRABORTY.

ALL THAT the piece or parcel of bastu land measuring about Six(6) Cottahs Eleven(11) Chhittacks and Forty-one(41) Sq.ft. more or less lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza - Sinthi Nij, J.L. No.11, R.S. No.9, Touzi No.1298/2833 curved out by R.S. Dag Nos.578 & 586 appertaining to R.S. Khatian No.29 under jaminder Kh.No.28, being Municipal Holding No.123(New) & 81(Old), Bediapara Lane in Ward No.11 of the South Dum Dum Municipality, being butted and bounded as:-

ON THE NORTH :: 20'-0" Ft. wide Municipal Road
 ON THE EAST :: Land & Building of others
 ON THE SOUTH :: Lot-B Property of Debdas Chakraborty
 ON THE WEST :: 20'-0" Ft. wide Municipal Road

4. LAND OF SMT. REBA CHAKRABORTY & SRI DEBABRATA CHAKRABORTY.

ALL THAT piece or parcel of bastu land measuring an area of Two(2) Cottah Zero(0) Chhittacks and Thirty(30) Sq.Ft. be the same a little more or less lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza - Sirithi Nij, J.L. No.11, R.S. No.9, Touzi No.1298/2833 curved out by R.S. Dag Nos.578 appertaining to R.S. Khatian No.29 under jaminder Kh.No.28, being Municipal Holding No.123, Bediapara Lane in Ward No.11 of the South Dum Dum Municipality, being butted and bounded as:-

ON THE NORTH :: Lot-"C" Property
 ON THE EAST :: Land & Building of others
 ON THE SOUTH :: 20'-0" Ft. wide Municipal Road

ON THE SOUTH :: House of Biju Chakraborty

ON THE WEST :: Property of Asit Baran Chakraborty

5. LAND OF SMT. NILIMA CHAKRABORTY, SRI ASHOK CHAKRABORTY, SRI ASHIM CHAKRABORTY, SMT. JABA CHAKRABORTY, SMT. KRISHNA ACHARYA, SRI ASHIT CHAKRABORTY, SRI AMIT BARAN CHAKRABORTY, SRI ALOK BARAN CHAKRABORTY and SMT. KARABI CHAKRABORTY.

ALL THAT the piece or parcel of bastu land measuring about Six(6) Cottahs Eleven(11) Chhittacks and Forty-one(41) Sq.ft. more or less lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza - Sinthi Nij, J.L. No.11, R.S. No.9, Touzi No.1298/2833 curved out by R.S. Dag Nos.578 & 586 appertaining to R.S. Khatian No.29 under jaminder Kh.No.28, being Municipal Holding No.123(New) & 81(Old), Bediapara Lane in Ward No.11 of the South Dum Dum Municipality, being butted and bounded as:-

ON THE NORTH :: 20'-0" Ft. wide Municipal Road

ON THE EAST :: Land & Building of others

ON THE SOUTH :: Lot-B Property of Debdas Chakraborty

ON THE WEST :: 20'-0" Ft. wide Municipal Road

6. LAND OF SMT. REBA CHAKRABORTY & SRI DEBABRATA CHAKRABORTY.

ALL THAT piece or parcel of bastu land measuring an area of Two(2) Cottah Zero(0) Chhittacks and Thirty(30) Sq.Ft. be the same a little more or less lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza -Sirithi Nij, J.L. No.11, R.S. No.9, Touzi No.1298/2833 curved out by R.S. Dag Nos.578 appertaining to R.S. Khatian No.29 under jaminder Kh.No.28, being Municipal Holding No.123, Bediapara Lane in Ward No.11 of the South Dum Dum Municipality, being butted and bounded as:-

ON THE NORTH :: Lot-"C" Property

ON THE EAST :: Land & Building of others

ON THE SOUTH :: 20'-0" Ft. wide Municipal Road

ON THE WEST :: 20'-0" Ft. wide Municipal Road

7. LAND OF GANPATI CONSTRUCTION.

ALL THAT piece or parcel of bastu land measuring an area of undivided Two(2) Cottahs Three(3) Chhittacks and Forty-three(43) Sq.Ft. be the same a little more or less lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza - Sinthi Nij, J.L. No.11, R.S. No.9, Touzi No.1298/2833 curved out by R.S. Dag Nos.586 appertaining to R.S. Khatian No.29 under jaminder Kh.No.28, being Municipal Holding No.123 & 81(Old), Bediapara Lane in Ward No.11 of the South Dum Dum Municipality, being butted and bounded as:-

ON THE NORTH :: 20'-0" Ft. wide Municipal Road
 ON THE EAST :: Land & Building of others
 ON THE SOUTH :: Lot-"B" Property
 ON THE WEST :: 20'-0" Ft. wide Municipal Road

TOTAL AMALGAMATED LAND OF

SMT. MAYA RANI DAS, SRI BARUN DAS, SMT SUKLA DAS NEE BALA, SRI BABLA DUTTA, SMT.NILIMA CHAKRABORTY, SRI ASHOK CHAKRABORTY, SRI ASHIM CHAKRABORTY, SMT.JABA CHAKRABORTY, SMT.KRISHNA ACHARYA, SRI ASHIT CHAKRABORTY, SRI AMIT BARAN CHAKRABORTY, SRI ALOK BARAN CHAKRABORTY, SMT.KARABI CHAKRABORTY, SMT.REBA CHAKRABORTY, SRI DEBABRATA CHAKRABORTY & GANPATI CONSTRUCTION UNDER AMALGAMATED MUNICIPAL HOLDING NO.108, BEDIA PARA LANE IN WARD NO.11 OF THE SOUTH DUM DUM MUNICIPALITY, KOLKATA - 700 077, P.S. DUM DUM.

ALL THAT piece or parcel of bastu land measuring an area of Eleven(11) Cottahs Seven(7) Chhittacks and Eleven(11) Sq.ft. be the same a little more or less lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza - Sinthi Nij, J.L. No.11, R.S. No.9, Touzi No.1298/2833, comprised in R.S. Dag Nos.578 & 586 under R.S. Khatian No.29 under Kh.No.28, being Amalgamated Municipal Holding No.108, Bedia Para Lane in Ward No.11 of the South Dum Dum Municipality, being butted and bounded as:

ON THE NORTH :: 20'-0" Wide Municipal Road
 ON THE EAST :: Other's Land and Building
 ON THE SOUTH :: 20'-0" Wide Municipal Road
 ON THE WEST :: 20'-0" Wide Municipal Road

Jaminder Kh.No.28, being Municipal Holding No.121, Bediapara Lane in Ward No.11 of the South Dum Dum Municipality, being butted and bounded as:-

ON THE NORTH	::	House of Bankim Chandra Das
ON THE EAST	::	4'-0" Ft. wide Common Passage and thereafter Land of Amulya Bhusan Dutta.
ON THE SOUTH	::	House of Biju Chakraborty
ON THE WEST	::	Property of Asit Baran Chakraborty

8. LAND OF SMT.NILIMA CHAKRABORTY, SRI ASHOK CHAKRABORTY, SRI ASHIM CHAKRABORTY, SMT.JABA CHAKRABORTY, SMT.KRISHNA ACHARYA, SRI ASHIT CHAKRABORTY, SRI AMIT BARAN CHAKRABORTY, SRI ALOK BARAN CHAKRABORTY and SMT.KARABI CHAKRABORTY.

ALL THAT the piece or parcel of bastu land measuring about Six(6) Cottahs Eleven(11) Chhittacks and Forty-one(41) Sq.ft. more or less lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza - Sinthi Nij, J.L. No.11, R.S. No.9, Touzi No.1298/2833 curved out by R.S. Dag Nos.578 & 586 appertaining to R.S. Khatian No.29 under jaminder Kh.No.28, being Municipal Holding No.123(New) & 81(Old), Bediapara Lane in Ward No.11 of the South Dum Dum Municipality, being butted and bounded as:-

ON THE NORTH	::	20'-0" Ft. wide Municipal Road
ON THE EAST	::	Land & Building of others
ON THE SOUTH	::	Lot-B Property of Debdas Chakraborty
ON THE WEST	::	20'-0" Ft. wide Municipal Road

9. LAND OF SMT.REBA CHAKRABORTY & SRI DEBABRATA CHAKRABORTY.

ALL THAT piece or parcel of bastu land measuring an area of Two(2) Cottah Zero(0) Chhittacks and Thirty(30) Sq Ft. be the same a little more or less lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza - Sinthi Nij, J.L. No.11, R.S. No.9, Touzi No.1298/2833 curved out by R.S. Dag Nos.578 appertaining to R.S. Khatian No.29 under jaminder Kh.No.28, being Municipal Holding No.123, Bediapara Lane in Ward No.11 of the South Dum Dum Municipality, being butted and bounded as:-

ON THE NORTH	::	Lot-'C' Property
ON THE EAST	::	Land & Building of others
ON THE SOUTH	::	20'-0" Ft. wide Municipal Road

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO (THE SCHEDULE OF FLAT HEREBY AGREED TO SOLD AND CONVEYED)

PART - I

(Description of the New Building " _____ ")

ALL THAT the new "**Building**" consisting of _____ and _____ BHK Apartments having One Block of Apartments a total of _____ apartments of different types in _____ storied Block including such other constructions and/or structures, as per the sanctioned Plan bearing No. Building Plan(s) Memo No. _____ and obtained Completion Certificate dated _____ on upon the Premises more particularly described in the **First Schedule** herein above.

PART - II

(Description of the said Unit)

ALL THAT the residential Self Contained Flat No. _____ on the _____ Floor admeasuring an area of _____ sq.ft. (_____ sqm) Carpet Area/Salcable area at " _____ " (Holding No. 108), Post Office : Bediapara, Police Station :Dum Dum, Kolkata - 700 077 under Ward No. 11 of South Dum Dum Municipality under Additional District Sub - Registrar, Dum Dum, District 24 Parganas North , West Bengal, India having vitrified tiles flooring, at the Premises consisting of _____ Bed Rooms, Living cum Dining Room, _____ Kitchen Room _____ Toilets, _____ Balcony more particularly described in the First Schedule herein above and as morefully and particularly shown in the map or plan annexed hereto, being Annexure - A, and thereon bordered in red.

PART - III

(Description of the said Unit)

ALL THAT the right to park one medium sized car in Car Parking Space No. _____, admeasuring an area of _____ sq.ft., in the _____ of the Building more particularly described in the First Schedule herein above.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Description of the Common Portions)

- A. Common areas and installations in respect whereof only the right of user in common shall be granted to the Purchaser:
1. Land on which the building is located and all easement rights and appurtenances belonging to the said land and building.
 2. Roof right.
 3. Staircase and Staircase landing, Lift and lift landings on all floors of the new Building.
 4. Common passage and lobby on the ground floor for garage space area of the new Building.
 5. Water pump, water tank, water pipes and other common plumbing installations.
 6. Electrical Substation/Transformer, electrical wiring meter room, generator and fittings (excluding those as, are installed for any particular unit).
 7. Water and sewerage evacuation pipes from the units to drains and sewers common to the building (s).
 8. Drainage, sewers and pipes, from the building to the Municipal drainage.
 9. Boundary walls and main gates of the new Building.
 10. Duct.
 11. Project Control Room, Caretaker/Security Gate Goomty, Toilet for Driver/Security (subject to Sanction).
 14. Security Check post at the entries of the Building.
- A.1. The Purchasers agree and acknowledge that no right of access or use will be permitted to the Purchasers, their men, agents or representatives in respect of such of the above Common Portions which are not considered suitable and/or necessary for such access/use by the Owner/Builder.
- A.2. Access and/or use of the Community Hall subject to the approval of the concerned authority shall be permitted in accordance with Rules framed and/or published by the Vendors/Builder from time to time. Provided However it is hereby clarified that the Vendors/Builder shall at all times have and also hereby reserves its right to allow/grant membership and/or use of the said Hall and/or facilities provided therein to the relatives of the Unit Owners, subject to such terms and conditions as shall be framed by the Builder for such parties/persons mainly pay and use basis to be constructed/developed later.
- A.3. The Purchaser agrees and acknowledges that no right of access or use will be permitted to the Purchaser, his men, agents or representatives in respect of such of the above Common Portions which are not considered suitable and/or necessary for such access/use by the Builder including those areas and/or spaces in the Premises which

- A.4. Common installations and/or facilities for which proportionate additional costs are to be paid by the Purchaser:
- (i) Electrical installations including meters, transformer and/or sub-station that may be installed for receiving electricity from the body supplying electricity.
 - (ii) Common power generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within the Flats.
 - (iii) Integrated Communication facilities.
 - (iv) Cable TV provision.
 - (v) Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises and not covered by Section - A above.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE**: All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the common area machineries, equipments installations and accessories for common services, utilities and facilities (including the outer walls of the Building).
2. **OPERATIONAL**: All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including lifts, water pump with motor etc.).
3. **STAFF**: The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION**: Establishment and all other expenses of the Association or Maintenance Company (including its formation) and also similar expenses of the Builder or any agency looking after the Common Purposes until handing over the same to the Association excluded the commercial space and the area on the roof earmarked for the Commercial use.
5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings in respect of the Premises or the Building or any part thereof (save those assessed separately in respect of the Said Unit).
6. **INSURANCE**: Insurance premium if any for insuring the Buildings against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities (including electricity, water, etc.) and all charges incidental thereto.
8. **RESERVES**: Sinking Fund/Corpus Fund, Creation of funds for replacement, renovation and/or other periodic expenses.

9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Builder and/or the Association for the Common Purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Restrictions imposed on the Purchasers).

1. The Purchasers agree, undertake and covenant to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;
 - b) permit the Builder, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat for the Common Purposes of the Project;
 - c) deposit the amounts for various purposes as may be required by the Maintenance Agency or the Association;
 - d) use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
 - e) keep the said Flat and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats /parts of the Building;
 - f) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Flat or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
 - g) use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat of men materials and utilities;
 - h) sign and deliver to the Builder all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the said Flat from the service provider in the name of the Purchaser;
 - i) bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately, and the said Unit wholly;
 - j) pay Municipal Corporation Taxes and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately, and the said Unit wholly, and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Municipal Corporation;
 - k) pay monthly common area maintenance charges for the maintenance of the Building, open areas, common areas, paths, passages and the Premises as a whole, at such rate as may be quantified by the Builder/Association;
 - l) pay the monthly subscription for using the Community Hall and any other facilities if provided by the Purchasers and their family members at such rate as may be quantified by the Builder/Association at the appropriate time;

- m) pay for Wi-Fi, integrated communication facilities, cable TV and other utilities consumed in or relating to the said Unit;
- n) allow the other Unit Owners the right of easements and/or quasi-easements;
- o) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- p) observe and comply with such other covenants as be deemed reasonable by the Builder/Association for the Common Purposes;
- q) not to use the said Flat or permit the same to be used for any purpose other than a private dwelling place of families;
- r) not to do or suffer any thing to be done in or about for the said Flat which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the said Flat or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;
- s) not to demolish or cause to be demolished the said Flat or any part thereof at any time or any part of the said Building or the fittings and fixtures thereof;
- t) not to make in the said Flat any structural alterations of a permanent nature except with the prior approval in writing of the Builder and/or the Municipal Corporation and all other concerned or statutory authorities;
- u) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the said Flat;
- v) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the said Flat or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the Building;
- w) not to put any name plate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Building save at the place as be approved or provided by the Builder Provided However that nothing contained herein shall prevent the Purchaser from putting a decent nameplate on the outer face of the main door of the said Flat;
- x) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof; permission should be obtain from the Owners, once formed from the Association regarding any installation and the design of the said Grill.
- y) not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the Building, save at places specified / fixed and in a manner as indicated by the Builder;
- z) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of any Flat or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;

- aa) not to decorate the exterior of the Building otherwise than in the manner agreed by the Builder/Maintenance Agency/Association in writing or in the manner as nearly as may be in which it was previously decorated;
- bb) not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the staircase, lobby, landings, lifts, passages or in any other common areas or installations of the Building;
- cc) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Building;
- dd) not to claim partition or sub-division of the Land comprised in the Premises underneath the Building and/or the Common Portions towards its Proportionate Undivided Share attributable to the said Flat or any part thereof nor to do any act or deed, whereby the rights of the Vendors and the Builder and/or the rights of the purchaser of other Flats in the Building is affected or prejudiced in any manner whatsoever nor to do any act or deed, which may cause obstruction and/or hindrance in the construction of the said Building;
- ee) not to partition the said Flat by metes and bounds;
- ff) not to shift or obstruct any windows or lights in the said Flat or the Building;
- gg) not to permit any new window light opening doorway path passage drain or other encroachment or casement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Builder and/or the Association;
- hh) not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking car(s) or two wheeler (s) of the Purchasers, if any, mentioned in **PART-II** of the **SECOND SCHEDULE** hereto; and
- ii) Purchasers shall always cooperate with other Unit Owners for ingress and egress of their respective Car/Vehicle/Motor Cycle from their respective Car parking Space of the Building by mutual understanding amongst them.
- jj) not to let out the said Unit or any part, thereof without obtaining prior written permission of the Builder and making payment of all sums or amounts then due and payable by the Purchaser in respect of the said Unit.
- kk) not to park any car or two-wheeler in the Premises if the Purchasers have not been allotted any Vehicle Parking Space.

THE SIXTH SCHEDULE ABOVE REFERRED TO:**(Rights on Purchaser's Default)**

- a) In case of default / delay in making payment of any amount payable under these presents (including in particular the Common Expenses and electricity charges) or otherwise by the Purchaser to the Builder or the Association upon its formation, interest shall be payable by the Purchaser at the agreed rate of **18%(Eighteen)** percent per annum from the due date till the date of payment.
- b) In addition to the above the Purchasers shall have to deposit towards Sinking Fund/Corpus Fund before taking possession of the apartment when called upon to do so which will transfer, **post deduction**, if any, to the registered body (Association) after it is formed, without interest. The Maintenance Corpus Deposit collected from each Purchaser will remain credited to the account of such Purchaser in the records of Builder and subsequently to the said registered body
- c) In case of there being a failure, refusal, neglect, breach or default on the part of the Purchaser to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the Said Unit continuing for more than 2 months, then the Builder and/or the Association upon its formation shall be entitled to issue a notice to the Purchaser calling upon the Purchaser to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said notice. If the Purchaser does not comply with the said notice to the satisfaction of the Builder and the Association, as the case may be, then the Builder and/or the Association, as the case may be, shall be entitled to invoke their rights under **Section V clause I (f)** of these presents and the Purchaser shall in addition be liable to pay to the Builder and/or the Association, compensation and/or damages that may be quantified by the Builder / Association.

d) In the event of any charges for any reason whatsoever being debited to the Bank Account of the Builder / Association for any cheque for any amount issued by the Purchaser, the Purchaser agrees to pay / reimburse to the Builder / Association, such bank charges. The Purchaser further undertakes that in case of return of any cheques being dishonoured, the Purchaser shall be liable to make payment of the amount of such dishonoured cheque with interest thereon. This shall be without prejudice to the other legal rights of the Builder / Association under law (including under the Negotiable Instruments Act, 1881) as also the other rights of the Builder and/or the Association under this Agreement.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Devolution of Title)

(1) That One Sudhanya Kumar Das purchased a land ad measuring Three (3) Cottah Thirteen (13) Chittacks and Fifteen (15) Sq.ft. more or less from Amulya Dhan Ghosh and Monmohit Ghosh & Ors. by and through a registered Deed of Sale with the Office of the Sub-Registrar, Cossipore, Dum Dum lying and situate in Mouza-Sinhi-Nij, R.N. Tagore Road, Police Station-Dum Dum, J.L. No. 11, Touzi No. 1298/2833, R.S. No.9 in the District of North-24-Parganas comprised in

R.S. Khatian no.	R.S. Dag No.	Area in satak
29	578	

(hereinafter referred to as the said land) free from all encumbrances, charges, liens, lispens, attachments, acquisitions, requisitions, trust of whatsoever nature.

(2) The said Sudhanya Kuamr Das, during his life time, was governed by the Dayabhaga of law, while enjoying the said landed property with his family members

after constructing a residential house thereon died intestate leaving behind his surviving two sons namely and (1) Sri Suresh Chandra Das and (2) Bankim Chandra Das who upon his death became the owner of their respective undivided 1/2 half share and/or interest in respect of the said entire land and the residential house thereon. The wife of Sandhya Kumar Das viz. Khama Sundari who also predeceased to her husband.

3. That by a amicable settlement the said Suresh Chandra Das and Bankim Chandra Das after acquiring the said property made a Deed of Partition and registered with the office of A.D.S.R Cossipore, Dum Dum, in Book No. I, Volume No. 98, Pages from 13 to 50, being No. 5141, the parties therein amicably partitioned and demarcated the said land amongst them.

4. That by virtue of said Partition deed No. 5141 for the year 1985 the said Bankim Chandra Das, since deceased became the sole, absolute and exclusive power in respect of ALL THAT the piece and parcel of land containing an area of one (1) cotath ten (10) chittack and thirty (30) sq.ft. be the same a little more or less marked as plot No.32/1, lying and situated in the District of North-24-Parganas, Police Station-Dum Dum, Mouza- Sinthi Nij, J.L. No.11, Touzi No.1298, 2833, R.S. No.9 in the District of North-24-Pargans comprised in

R.S. Khatian nos.	R.S. Dag No.	Area in satak
29	578	

(hereinafter referred to as the "said plots of Land of Bankim Chandra Das and mutated his name in the records of the Revenue Survey Settlement as an owner and paid taxes thereon.)

5. The said Bankim Chandra Das became the sole and absolute owner of the said landed property, died intestate on 13/04/2012 leaving behind him surviving his wife

SMT. MAYA RANI DAS and his one son namely and Sri Barun Das and one married daughter **SMT. SUKLA DAS NEE BALA** who upon his death became the owner of their schedule mentioned landed property being municipal Holding no.108 Bediahara Lane, Police Station-Dum Dum in Mouza-Sinthi Nij, R.S. No.9, Touzi No.1298/2833, R.S. Khatian No.29, R.S. Dag No.-578, L.R. Dag No. 2418, P.O. Bediapara in the District of North -24-Parganas.

R.S. Khatian Nos.	R.S. Dag Nos.	Total Area
29	578	(1) Cottah (10) Chittak and (30) Thirty Sq.ft.

6. That Sri Babla Dutta purchased a piece and parcel of land measuring an area nine (9) Chitacks more or less from Sri Hiralal Majumder & Ors. and registered with the office of the Additional District Sub-Registrar, Cossipore, Dum Dum, in Book No.1, Volume No.17, Pages 9 to 18 being No.770 for the 1985 lying and situated at Mouza-Sinthi Nij, J.L. No.11, Touzi No.1298/2833 under Khatian No. 28 P.S. Dum Dum in the District of North -24-Parganas and residing there with his family members after constructing a residential house thereon. After purchase and final measurement it is found that the actual area of land is more or less one (1) Cottah or 720 Sq.ft. which the owner of this agreement and his predecessor-in-interest are enjoying more than 30(thirty) years within brick built boundary without any claim or demand from any one.

AND WHEREAS as per Adverse possession Act (Section 65 of Limitation Act, 1963), the above owner became the absolute owner of the above mentioned landed property.

AND WHERAS, thereafter the above owner executed and registered a Boundary declaration for incorporating the said land in the records of the South Dum Dum Municipality and the said deed was registered within the office of the A.D.S.R.

Cossipore Dum Dum and recorded therein in Book No.I, Volume No.1506/2017, page from 24881 to 248826, Being No.150608415 for the year 2017.

7. That one Smt. Suro Bala Devi wife of late Manada Charan Chakraborty purchased the land containing an area seven (7) Cottahs thirteen (13) chittacks and fifteen (15) fifteen sq.ft. under two different deeds being (1) Deed No. 6734 for year 1957 (Executed on 06/09/1957) and (2) Deed No.7821 for the year 1957 (Executed on 12.11.1957 of Sub-Registrar, Cossipore Dum Dum.

That the said Surobala Devi during her life absolutely seized and possessed of or otherwise well and entitled to **ALL THAT** the piece and parcel of land containing an area of seven (7) Cotahs Thirteen (13) Chittacks and fifteen (15) Sq.ft. as per deed of purchase and as per physical measuring physically measured by the survey/pleader commissioner appointed by the Learned Civil Judge (Sr. Div.) at Barasat on the basis of T.S. No. 238 of 1998 Eight (8) Cottahs Twelve (12) Chittacks and twenty six (26) Sq.ft. more or less with two stoired pucca old dilapidated building, which the above named owner including their predecessor-in-interest enjoying within brick built boundary more than fifty six (56) years without any claim or demands from any one lying situate in Mouza Sinthi Niz, Police Station Dum Dum, J.L No. 11, Touzi No. 1298/2833, R.S No. , in the District of North 24 Parganas comprised in

R.S Khatian No.	R.S Dag No.	Area
29	586	
	578	

(hereinafter referred to as the 'said Plot of Land' of Suro Bala Devi and mutated her name in the records of the Local South Dum Dum Municipality which was then known as Municipal Holding No.123 & 81 (Old) Bediapara Lane in Ward No. 11.

8. That the said Suro Bala Devi, since deceased, constructed a two storied pucca building at the Southern Side of the said land and residing there with her family members and while enjoying the said landed property, the said Smt. Suro Bala Devi, since deceased, gifted the said land and building to her four sons (1) Abinash Chandra Chakraborty, since deceased (2) Anil Baran Chakraborty, since deceased (3) Bijoy Baran Chakraborty, since deceased and (4) Sri Deb Das Chakraborty, since deceased and the said Deed of Gift was registered with the office of the Additional District Sub-Registrar, Cossipore, Dum Dum and recorded therein Book NO. I, Volume No. 119, Pages 26 to 28, being No. 8130 for the year 1959.

9. That by virtue of said Gifted Deed being No. 8130 for the year 1959 the said (1) Abinash Chandra Chakraborty, (2) Anil Baran Chakraborty, (3) Bijoy Baran Chakraborty, and (4) Sri Deb Das Chakraborty, became the sole, absolute and exclusive owner in respect of All That the piece and parcel of land containing an area of seven (7) cottahs, thirteen (13) chittacks and fifteen (15) sq. ft but physically measured eight (8) cottahs twelve (12) chittacks and twenty six (26) sq. ft be the same a little more or less in Mouza Sinthi Nij, Police Station Dum Dum, J.L No 11, Touzi No. 1298/2833, R.S. No. , in the District of North 24 Parganas comprised in

R.S Khatian No.	R.S Dag No.	Area
29	586	
	578	

(hereinafter referred to as the said "entire Land") free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

10. That the said Abinash Chakraborty died intestate on 3.04.1983 leaving behind him surviving his wife Smt. Nilima Chakraborty and their two sons namely (1) Sri

Ashok Chakraborty (2) Sri Ashim Chakraborty and daughters namely (1) Smt. Jaba Chakraborty and (2) Smt. Krishna Acharya who upon his death jointly referred to as co-sharers of the aforesaid landed property and the Anil Baran Chakraborty died intestate on 29.06.1974 and his wife Radha Rani Chakraborty died intestate on 29.6.1974 leaving behind him surviving his sons namely (1) Sri Asit Chakraborty (2) Sri Amit Baran Chakraborty and a daughter (3) Smt. Karabi Chakraborty who upon his death became the owner of their respective shares and Bijoy Baran Chakraborty died intestate on 11.01.1994 and his wife Rina Chakraborty died intestate on 09.05.2013 leaving behind them their only son viz. Sri Bijan Baran Chakraborty who upon their death became the co-sharer/co-owner of their respective share of the said plots of landed property of Suro Bala Devi.

11. That after acquire the said land by way of inheritance they the above named owners viz. Smt. Nilima Chakraborty, Sri Ashok Chakraborty, Sri Ashim Chakraborty, Smt. Jaba Chakraborty, Smt. Krishna Acharya, Sri Asit Chakraborty, Sri Amit Baran Chakraborty, Sri Alok Baran Chakraborty, Smt. Karabi Chakraborty and Sri Bijan Chakraborty became the joint owners of the above mentioned landed property and they jointly mutated their joint names in the records of the South Dum Dum Municipality along with their another co-sharers viz. Debdas Chakraborty, since deceased, under the then Municipal Holding No. 123 & 81(Old), Bediapara Lane in Ward No. 11 of the South Dum Dum Municipality and paying tax regularly.

AND WHEREAS, thereafter, the above named owner of LOT-"C" Property viz. SRI BIJAN BARAN CHAKRABORTY executed a General Power of Attorney in favour of one of the partner of M/s.Ganpati Construction viz, SRI DHRUBAJYOTI CHAKRABORTI son of Sri Rabindranath Chakraborti of 180, Rabindra Nath Tagore Road (also known as Bediapara Lane, P.S. Dum Dum, Kolkata - 700 077 and the said Power of Attorney was registered with the Office of the A.D.S.R. Cossipore Dum Dum

and recorded therein in Book No.IV, CD Vol.No.3, Pages from 3595 to 3610, Being No.01259 for the year 2013.

AND WHEREAS, on 31/01/2014 the above named owners along with Debd.as Chakraborty, since deceased, executed a Deed of Partition and the said Partition Deed Was registered with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No.1, CD Vol.No.4, Pages from 171 to 199, being No.01344 for the year 2014.

AND WHEREAS, in the said Deed of Partition being No.01344 for the year 2014 of A.D.S.R. Cossipore Dum Dum, the said Sri Bijan Boran Chakraborty was being represented by and through his Constituted Attorney Sri Dhrubajyoti Chakraborti.

AND WHEREAS, as per the terms of the said Deed of Partition the Entire Land was marked as LOT-'A' and the said entire land was divided into Lots -'LOT-B' & 'LOT-C'.

AND WHEREAS, 'LOT-B' property measuring an area of Two(2) Cottahas Zero(0) Chhittacks and Thirty(30) Sq.ft. or 1470 Sq.ft. more or less along with two-storied old dilapidated pucca building measuring about a total constructed area of 2050 Sq.ft. (Ground Floor structure measuring 1017 Sq.ft. and First Floor Structure 1033 Sq.ft.) within the LOT-'A' property was allotted to SRI DEB DAS CHAKRABORTY, now deceased and 'LOT-C' property measuring measuring an area of Six(6) Cottahas Eleven(11) Chhittacks and 41(Forty-one) Sq.ft. more or less with two-storied old dilapidated pucca building measuring about a total constructed area of 1732 Sq.ft. within the LOT-'A' property was allotted to (1) SMT.NILIMA CHAKRABORTY (2) SRI ASHOK CHAKRABORTY (3) SRI ASHIM CHAKRABORTY (4) SMT.JABA CHAKRABORTY (5) SMT.KRISHNA ACHARYA (6) SRI ASHIT CHAKRABORTY (7) SRI AMIT BARAN CHAKRABORTY (8) SRI ALOK BARAN CHAKRABORTY (9) SMT.KARABI CHAKRABORTY and (10) SRI BIJAN BARAN CHAKRABORTY.

AND WHEREAS, now, the said SRI BIJAN BARAN CHAKRABORTY along with his other co-sharers viz., (1) SMT.NILIMA CHAKRABORTY (2) SRI ASHOK CHAKRABORTY (3) SRI ASHIM CHAKRABORTY (4) SMT.JABA CHAKRABORTY (5) SMT.KRISHNA ACHARYA (6) SRI ASHIT CHAKRABORTY (7) SRI AMIT BARAN CHAKRABORTY (8) SRI ALOK BARAN CHAKRABORTY and (9) SMT.KARABI CHAKRABORTY, became the joint owners of LOT-'C' property measuring an area of Six(6) Cottahas Eleve'n(11) Chhittacks and 41(Forty-one) Sq.ft. more or less with two-storied old dilapidated pucca building measuring about a total constructed area of 1732 Sq.ft. and singularly hold undivided 1618.67 Sq.ft land equivalent to Two(2) Cottaha Three(3) Chhittacks and Forty-three(43) Sq.ft. and undivided 577.34 Sq.ft. old dilapidated pucca structure.

AND WHEREAS, as per the above Deed of Partition, the above named DEB DAS CHAKRABORTY, since deceased' acquired the Schedule-'B' property of the said Deed of Partition land admeasuring measuring and area of Two(2) Cottahas Zero(0) Chhittacks and Thirty(30) Sq. Ft. or 1470 Sq. Ft. more or less along with a 50 years old dilapidated Two-storied pucca building measuring a total constructed area of 2050 Sq.ft. lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza - Sinthi Niz, J.L. No.11, Touzi No.1298/2833, curved out by R.S. Dag No.578 appertaining to R.S. Khatian Nos.29 under Jaminder Khatian No.28, Sub - Registration Office at Cossipore Dum Dum.

AND WHEREAS, after acquiring the said land the said the said Deb Das Chakraborty became the sole and absolute owner of the above mentioned landed property and while enjoying the same in his khas possession with his family members died intestate leaving behind her the following legal heirs and successors:-

1. SMT.REBA CHAKRABORTY -Wife
2. SRI DEBABRATA CHAKRABORTY - Son

AND WHEREAS, after the death of the said Deb Das Chakraborty, his wife SMT.REBA CHAKRABORTY and only son SRI DEBABRATA CHAKRABORTY became the joint owners of the schedule mentioned landed property left by their husband/father respectively.

12. That by a Deed of absolute Sale the Bijan Baran Chakraborty sold out his undivided 1/3rd share of Lot "C" property measuring about 2 (two) Cottahs 3 (three) Chittacks and 43 (forty three) sq. ft and undivided 577.34 sq. ft old dilapidated pucca structure out of total area of six (6) cottahs eleven (11) chittacks and forty one (41) sq. ft more or less with two storied old dilapidated pucca building measuring about a total constructed area of 1732 sq. ft and singularly hold undivided 1618.67 sq. ft to GANPATI CONSTRUCTION a partnership firm having its office and place of business at 784, Purba Sinthee Road, Madhugarh, P.S Dum Dum, Kolkata – 700 030, being represented by its partners (1) Sri Tapas Roy, son of Sri Surendra Chandra Roy, residing at 784, Purba Sinthee Road, Madhugarh, P.S Dum Dum, Kolkata – 700 030 and (2) Sri Dhurbajyoti Chakraborty, son of Sri Rabindra Nath Chakraborty, by faith Hindu, by occupation Business, residing at 180, Rabindra Nath Tagore Road, Kolkata 700077, against a valuable consideration mentioned in said Deed and the same was registered with the office of ADSR Cossipore, Dum Dum and recorded therein in Book NO. 1, Volume No. 1506-2016, Pages 52684 to 5272 , Being No. 150601241 for the year 2016.

AND WHEREAS, now, the said GANPATI CONSTRUCTION a partnership firm having its principal place of business at 54, R.N. Tagore Road, P.S. Dum Dum, Kolkata - 700 077, being represented by its partners (1) SRI TAPAS ROY son of Sri Surendra Chandra Roy, by faith - Hindu, by occupation - Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030 and (2) SRI DHRUBAJYOTI CHAKRABORTY son of Late Rabindra Nath, Chakraborty, by faith - Hindu, by

occupation - Business, residing at 180, Rabindra Nath Tagore Road (also known as Bediapara Lane, P.S. Dum Dum, Kolkata - 700 077, became the sole and absolute owner of undivided Two(2) Cottaha Three(3) Chhittacks and Forty-three(43) Sq.ft. and undivided 577.34 Sq.ft. old dilapidated pucca structure.

AND WHEREAS, now the above named Owner viz. SMT.MAYA RANI DAS, SRI BARUN DAS & SMT.SUKLA DAS nee BALA entered into a Land Development Agreement with GANPATI CONSTRUCTION a partnership firm having its principal place of business at 54, R.N. Tagore Road, P.S. Dum Dum, Kolkata - 700 077, being represented by its partners (1) SRI TAPAS ROY son of Sri Surendra Chandra Roy, by faith - Hindu, by occupation -Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030 and (2) SRI DHRUBAJYOTI CHAKRABORTY son of Late Rabindra Nath Chakraborty, by faith - Hindu, by occupation - Business, residing at 180, Rabindra Nath Tagore Road (also known as Bediapara Lane, P.S. Dum Dum, Kolkata - 700 077, the party of the THIRD PART herein on 23/05/2016 for development of their land at Municipal Holding No. 108, Bediapara Lane Ward No. 11 of the South Dum Dum Municipality measuring an area of One(1) Cottaha Ten(10) Chhittack and Thirty(30) Sq.ft. more or less with certain terms and conditions mentioned therein and the said Development Agreement was registered with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No.1, Vol. No. 1506-2018, Page from 159177 to 159202, Being No. 150604127 for the year 2016, a Xerox copy of the said Deed is enclosed AND also execute and registered a Development Power of Attorney on 23/05/2016 with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No. I, Vol. No. 1506-2018, Page from 159177 to 159202, Being No. 150604127 for the year 2016, A Xerox copy of the said Deed is enclosed.

AND WHEREAS, the above named Owner viz. SRI BABLA DUTTA entered into a Land Development Agreement with GANPATI CONSTRUCTION a partnership firm

having its principal place of business at 54, R.N. Tagore Road, P.S. Dum Dum, Kolkata - 700 077, being represented by its partners (1) SRI TAPAS ROY son of Sri Surendra Chandra Roy, by faith - Hindu, by occupation -Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030 and (2) SRI DHRUBAJYOTI CHAKRABORTY son of Late Rabindra Nath Chakraborty, by faith - Hindu, by occupation - Business, residing at 180, Rabindra Nath Tagore Road (also known as Bediapara Lane, P.S. Dum Dum, Kolkata - 700 077, the party of the THIRD PART herein on 05/04/2017 for development of HIS land at Municipal Holding No. 121, Bediapara Lane Ward No. 11 of the South Dum Dum Municipality measuring an area of One(1) Cottaha more or less with certain terms and conditions mentioned therein and the said Development Agreement was registered with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No.1, Vol. No. 1506-2018, Page from 65980 to 66010, Being No. 150602243 for the year 2017, a Xerox copy of the said Deed is enclosed AND also execute and registered a Development Power of Attorney on 05/04/2017 with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No. I, Vol. No. 1506-2018, Page from 159177 to 159202, Being No. 150604127 for the year 2017 and empowered by a Development Power of Attorney executed at the office of the ADSR Cossipore, Dum Dum on 05.04.2017 and recorded therein in Book NO. I, Volume No. 1506-2016, page from 65781 to 65790, being No. 150602236 for the year 2017.

AND WHEREAS, the above named Owners (1) SMT.NILIMA CHAKRABORTY (2) SRI ASHOK CHAKRABORTY (3) SRI ASHIM CHAKRABORTY (4) SMT.JABA CHAKRABORTY (5) SMT. KRISHNA ACHARYA (6) SRI ASHIT CHAKRABORTY (7) SRI AMIT BARAN CHAKRABORTY (8) SRI ALOK BARAN CHAKRABORTY and (9) SMT.KARABI CHAKRABORTY entered into a Land Development Agreement with GANPATI CONSTRUCTION a partnership firm having its principal place of

business at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030, being represented by its partners (1) SRI TAPAS ROY son of Sri Surendra Chandra Roy, by faith - Hindu, by occupation - Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030 and (2) SRI DHRUBAJYOTI CHAKRABORTY son of Late Rabindra Nath Chakraborty, by faith - Hindu, by occupation - Business, residing at 180, Rabindra Nath Tagore Road (also known as Bediapara Lane, P.S. Dum Dum, Kolkata - 700 077, the party of the THIRD PART herein on 31/01/2014 for development of their land at Municipal Holding No.123(New) & 81(Old), Bediapara Lane Ward No. 11 of the South Dum Dum Municipality measuring an area of Six(6) Cottahs Eleven(11) Chhittacks and Forty-one(41) Sq.ft. more or less with certain terms and conditions mentioned therein and the said Development Agreement was registered with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No.1, CD Vol. No. 4, Page from 1 to 38, Being No. 01338 for the year 2014, a Xerox copy of the said Deed is enclosed AND also execute and registered a Development Power of Attorney on 31/01/2014 with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No. 1, CD Vol. No. 4, Page from 39 to 61, Being No. 01339 for the year 2014, and empowered by a General Power of Attorney executed at the office of the A.D.S.R Cossipore Dum Dum on 31.01.2014 and recorded therein in Book No.1, CD Vol. No. 4, Page from 39 to 61, Being No. 01339 for the year 2014.

AND WHEREAS, the above named Owner viz. SMT.REBA CHAKRABORTY & SRI DEBABRATA CHAKRABORTY entered into a Land Development Agreement with GANPATI CONSTRUCTION a partnership firm having its principal place of business at 54, R.N. Tagore Road, P.S. Dum Dum, Kolkata - 700 077, being represented by its partners (1) SRI TAPAS ROY son of Sri Surendra Chandra Roy, by faith - Hindu, by occupation - Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum,

Kolkata - 700 030 and (2) SRI DHRUBAJYOTI CHAKRABORTY son of Late Rabindra Nath Chakraborty, by faith - Hindu, by occupation - Business, residing at 180, Rabindra Nath Tagore Road (also known as Bediapara Lane, P.S. Dum Dum, Kolkata - 700 077, the party of the THIRD PART herein on 27/01/2016 for development of their land at Municipal Holding No.123(New), Bediapara Lane Ward No. 11 of the South Dum Dum Municipality measuring an area of Two(2) Cottahs Zero(O) Chhittacks and Thirty(30) Sq.ft. more or less with certain terms and conditions mentioned therein and the said Development Agreement was registered with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No.1, Vol. No. 1506-2016, Page from 28357 to 28395, Being No. 150600587 for the year 2016, a Xerox copy of the said Deed is enclosed AND also execute and registered a Development Power of Attorney on 27/01/2016 with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No. I, Vol. N.o. 1506-2016, Page from 28758 to 28786, Being No. 150600599 for the year 2016.

AND WHEREAS, the above named Owner GANPATI CONSTRUCTION (PAN : AALFG1985H) a partnership firm having its principal place of business at 54, R.N. Tagore Road, P.S. Dum Dum, Kolkata - 700 077, being represented by its partners (1) SRI TAPAS ROY (PAN : AGBPR3283P) son of Sri Surendra Chandra Roy, by faith - Hindu, by occupation - Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030 and (2) SRI DHRUBAJYOTI CHAKRABORTY (PAN : ABZPC5537A) son of Late Rabindra Nath Chakraborty, by faith - Hindu, by occupation - Business, residing at 180, Rabindra Nath Tagore Road (also known as Bediapara Lane, P.S. Dum Dum, Kolkata - 700 077, as Promoter/Developer have purchased Land admeasuring undivided Two(2) Cottahs Three(3) Chhittacks and Forty-three (43) Sq.ft. being Municipal Holding No.123 & 81(Old) Bediapara Lane in Ward No.11 of the South

Dum Dum Municipality vide above mentioned Deed No.1-1241 for the year 2016 of A.D.S.R. Cossipore Dum Dum from SriBijan Baran Chakraborty.

AND WHEREAS, the land of Municipal Holding Numbers (1) 108, Bediapara Lane measuring an area of One(1) Cottah Ten(10) Chhittack and Thirty(30)2 Sq.ft. m/l (2) 121, Bediapara Lane measuring an area of One(1) Cottah m/l (3 & 4) 123(New) & 81(Old) Bediapara Lane measuring an area of Six (6) Cottahs Eleven(11) Chhittacks and Forty-one(41) Sq.ft..m/l (5) 123, Bediapara Lane measuring an area of Two(2) Cottahs Zero(O) Chhittack and Thirty(30) Sq.ft. m/l, (6) 123(New) & 81(Old) Bediapara Lane measuring an area of Two(2) Cottahs Three(3) Chhittacks and Forty-three point six seven(43.67) Sq.ft. m/l., all in Ward No.11 of the South Dum Dum Municipality are adjacent to each other measuring a total area of Eight(8) Cottahas Eleven(11) Chhittascks and Forty-four(44) Sq.ft. more or less.

AND WHEREAS, the above named owners of Municipal Holding Numbers (1) 108, Bediapara Lane viz., SMT.MAYA RANI DAS, SRI BARUN DAS & SMT.SUKLA DAS (2) 121, Bediapara Lane viz. SRI BABLA DUTTA (3 & 4) 123(New) & 81(Old) Bediapara Lane viz. SMT.NILIMA CHAKRABORTY, SRI ASHOK CHAKRABORTY, SRI ASHIM CHAKRABORTY, SMT.JABA CHAKRABORTY, SMT.KRISHNA ACHARYA, SRI ASHIT CHAKRABORTY, SRI AMIT BARAN CHAKRABORTY, SRI ALOK BARAN CHAKRABORTY and SMT.KARABI CHAKRABORTY (5) viz. SMT.REBA CHAKRABORTY & SRI DEBABRATA CHAKRABORTY & (6) 123(New) & 81(Old) Bediapara Lane viz. GANPATI CONSTRUCTION, all in Ward No.11 of the South Dum Dum Municipality have interested to amalgamate their respective plot of land into a singular Municipal Holding so that a composite building plan may be obtained on the entire amalgamated land area of Eight(8) Cottahas Eleven(11) Chhittascks and Forty-four(44) Sq.ft. more or less.

AND WHEREAS, thereafter the above -owners of Five different Municipal Holdings prayed to the authority of the South Dum Dum Municipality for obtaining a single municipal holding so that they may deposit their municipal taxes under a single municipal holding for obtaining a composite building plan on the entire amalgamated land area of Eleven(11) Cottah Seven(7) Chhittacks and Eleven(11) Sq.Ft. more or less.

AND WHEREAS, considering the proposal of the land-owners, an Amalgamated Municipal Holding being No.108, Bedia Para Lane in Ward No. 11 has been granted by Municipal Authority of the South Dum Dum Municipality, a Xerox copy of the amalgamated Mutation Certificate and Municipal Tax Receipt is enclosed.

Accordingly, said, M/s Ganpati Construction, a proprietorship firm, being the Developer became solely entitled to develop an integrated modern residential housing complex and the Developer duly prepared and forwarded the necessary building/site plans for the construction of various self contained apartments/flats upon the said property to South Dum Dum Municipality for approvals, and the said South Dum Dum Municipality duly approved the site/floor plans vide no. dated and elevation/other plans (hereinafter referred to as "**the plans**").

The other necessary clearances and approvals for completion of the construction of the residential building were obtained from the concerned authorities. The developer named the complex as " " consisting residential storied Tower/Block building (hereinafter referred to as "**Said Tower**") in accordance with the Sanctioned Plan and has also demarcated and/or defined various parts and portions of the said residential buildings and the facilities created and/or to be created there at for the respective Apartments.

7

IN WITNESS WHEREOF the parties hereto have hereunto put their respective hands the day month and year first above written.

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

1.

2.

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

1.

2.

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

1.

2.

MEMO OF CONSIDERATION

RECEIVED on the day month and year first above written of and from the within named Purchasers the within mentioned sum of Rs. _____/- (Rupees _____ only) paid as and by way of full consideration in terms of these presents.

Sl. No.	Details	Amount (Rs)
1	By cheque no. _____ dated _____	
2	By cheque no. _____ dated _____	
3	By cheque no. _____ dated _____	
4	By cheque no. _____ dated _____	
5	By cheque no. _____ dated _____	
6	TDS (_____)	
7	By cheque no. _____ dated _____	

TOTAL
(RUPEES _____ ONLY)

WITNESSES:

1.

(OWNERS)

2.

(BUILDER)