

CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE ON THIS THE DAY OF

TWO THOUSAND AND

BETWEEN

M/S. DAYAL INDUSTRIES (having I.T. PAN : **AACFD3141P**) a Partnership Firm having its registered office at 30, Brabourne Road, P.O: Radhabazar, P.S: Hare Street, Kolkata – 700 001 at present at 3, Synagogue Street, Post Office: Pollock Street, Police Station-Burrabazar, Kolkata – 700 001, being represented by its constituted attorney **MR. SANJEEB GUPTA** (having PAN: **ADUPG1777F & AADHAAR No. 5353 7491 8356**) the Director of Mahamani Properties Pvt. Ltd. duly registered with the Office of the D.S.R.– II North 24-Parganas, in Book – I, Volume No.1502-2018, Being No. 150203038 for the year, 2018, hereinafter referred to and called as the “**LAND-OWNER**” (which terms and expressions shall unless excluded by or repugnant to the context be deemed to mean and include its' respective successor and successors at office, executors, administrator, representatives, assigns and nominee or nominees) of the **FIRST PART**;

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AND

(1) **SRI** (having PAN:) son of Mr. / Late , by Occupation:, (2) **SMT.** (having PAN:) wife of Sri . , by Occupation:, both by Faith: Hindu, by Nationality: Indians, both residing at , hereinafter referred to and called as the “**PURCHASERS**” (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their successors, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

AND

MAHAMANI PROPERTIES PRIVATE LIMITED (having PAN-**AAICM4413A**) a Company incorporated under Indian Companies Act, 1956 having its registered office at BA-17, Salt Lake City, Sector-1, P.O: Bidhannagar, P.S: Bidhannagar (North), Kolkata 700 064 being represented by one of its Director **SRI SANJEEB GUPTA** (having PAN: **ADUPG1777F & AADHAAR No. 5353 7491 8356**), son of Sri Gopal Prasad Gupta, by Faith: Hindu, by Occupation: Business, by Nationality: Indian, residing at BA-17, Sector-1, Salt Lake City, P.O: Bidhannagar, P.S: Bidhannagar (North), Kolkata – 700 064, hereinafter referred to as the **DEVELOPER/CONFIRMING PARTY** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include it's successors and or successors-in-office, administrators, and assigns) of the **THIRD PART**;

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

1. **BUILDING :** Shall mean Ground +V -storied Building consisting of residential flats, car parking spaces and others constructed, erected, promoted, developed and built on and upon the land at the premises under the First Schedule owned by the Owner-Vendor herein and practically executed by the Developer herein and shall include all constructions made on the premises from time to time as per Sanctioned Plan and or necessary modifications if any regularized by the Developer by obtaining Occupancy Certificate.
2. **LAND :** Shall mean the entire land being ALL THAT PIECE AND PARCEL OF LAND measuring an area of 0.28 acre comprised in R.S. Dag No.2152 and 0.28 acre comprised in R.S. Dag No. 2153 total admeasuring **0.56** acre a little more or less equivalent to 1 Bigha, 13 Chottahs, 14 Chittacks but upon actual physical measuring area of the total land appears **1 Bigha, 12 Cottahs, 10 Chittacks, 32 Sq. Ft.** be the same a little more or less lying and situated at **Mouza: Gopalpur** under and part of R.S. Khatian Nos. 233 & 236 at present under L.R. Khatian No.5227 within the ambit of B.L & L.R.O., Rajarhat, North 24-Parganas, J.L. No.2, under Police Station – Rajarhat at present Airport P.S, formerly within the municipal limit of the erstwhile Rajarhat Gopalpur Municipality then having part of Municipal Holding No.RGM 7/11, BL-H, Ward No.7 and subsequently after merger or reconstitution at present under Bidhannagar Municipal Corporation having at present exclusive Municipal Holding No.11 (4/341), Ward No.4(N), morefully and particularly mentioned, described, explained, enumerated and provided in the **FIRST SCHEDULE** hereunder written.
3. **PROJECT :** Shall mean an Enclave comprised of the said building in the nature of residential flats/units and car parking spaces and collectively named '**MEENA PARADISE, PHASE - II**' and in relation therewith the work of development undertaken and also to be done by the Developer herein and/or any modification or extension thereof till such development, erection, promotion, construction and building or buildings at and upon the said premises be completed and possession of the completed Unit/s / Flat/s / Car Parking Space/s and Others be taken over by the Unit/Flat and occupiers.
4. **MUNICIPALITY:** Shall mean formerly the Rajarhat-Gopalpur Municipality at present Bidhannagar Municipal Corporation having the jurisdiction in respect of all municipal affairs including examination and granting sanction of plan/s for erection and construction of building/s on and over and in respect of all the holdings and properties under its jurisdiction including the subject land/property hereunder the First Schedule.
5. **PLAN:** Shall mean and authenticated documents showing the erection/ construction of the subject buildings duly sanctioned/approved by the then Rajarhat-Gopalpur Municipality vide **B.P. SL. No. 548/14/15** and shall also include variations/ modifications, alterations therein that may be made by the Developer herein as well as all revisions, renewals and extensions thereof, if any,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **DEVELOPER :** Shall mean M/s. Mahamani Properties Pvt. Ltd. the Second Party herein include it's successor or successors at office, executors, administrator and legal representatives and dealing with business of promotion and development of Real Estates and construction of multi-storied buildings And shall mean sole and absolute Agent and Representatives of all the Owners-Vendors and at present holding physical possessional rights of the said 'Demised Land' and where the context so permits refer to only such of them as is/are concerned with the relevant matter/issue;

HISTORY OF TITLE:

A) One Eachin Mondal, Tamijuddin Mondal and Mafijuddin Mondal have been jointly seized and possessed of a piece or parcel of Garden Land measuring 0.30 acre be the same a little more or less comprised in C.S. Dag No.3174 under C.S. Khatian No.182 corresponding to R.S. Dag No. 2152 under R.S. Khatian No. 236, and also 0.29 acre comprised in C.S. Dag No.3175 under C.S. Khatian No.176 corresponding to R.S. Dag No. 2153 under Khatian No.2330F at Mouza – Gopalpur, J.L. No.2, P.S.- Rajarhat in the District of 24-Parganas by dint of a Bengali Kobala registered at S.R. Cossipore

Dum Dum in Blook No.1, Volume No. 16, Pages from 41 to 42, Being No. 643 for the year 1938 executed by Kalipada Jana and Haripada Jana both sons of Late Kshetra Mohan Jana therein as the Vendor and also by a Deed of Mourashi Mokarari Patta duly registered at S.R. Cossipore Dum Dum in Book No. 1, Volume No.1, Pages from 291 to 292, Being No. 23 for the year 1938 executed by one Abdul Halim son of Munshi Abdul Khalek and others for rent and salami therein mentioned;

B) The names of said Eachin Mondal, Tamijuddin Mondal and Mafijuddin Mondal were duly recorded in the L.R. Settlement Record with B.L.& L.R.O. Rajarhat, 24-Parganas under R.S. Khatian Nos. 233 and 236 in respect of the said Garden Land measuring 0.29 acre comprised in R.S. Dag No. 2153 and 0.30 acre comprised in R.S. Dag No. 2152 total admeasuring 0.59 acre more or less and had been at all material time seized and possessed of the same without being interrupted by any person whomsoever and or from any corner whatever and had been paying rents and revenue in their names and; subsequently the said R.S. Khatians finally framed and published under Sub-Section 2 of Section 44 of the Estate Acquisition Act –I of 1954 incorporating the holders names Each-in Mondal, Tamijuddin Mondal and Mafijuddin Mondal declaring them the occupiers and possessors of the lands including into the said R.S. Dags with Rayot Dakhali Right under Rule 4;

C) The Eachin Mondal died intestate survived by said Tamijuddin Mondal, Mafijuddin Mondal, Gulzan Bibi and Rahima Khatoon Bibi those who jointly inherited the share of said deceased Each-in Mondal in the aforesaid property according to Mahammadan Law of Inheritance and in the ratio of share mentioned in the Faraznama;

D) Subsequently the said Gulzan Bibi died intestate survived by Janab Enchhan Ali Mondal and Janab Punjab Ali Mondal as her legal successors those who according to Mahammadan Law of Inheritance jointly inherited the share of said Gulzan Bibi to the extent of her 0.03 acre in the aforesaid property and; subsequently the said Rahima Khatoon Bibi died intestate survived by Alauddin Mondal, Safiuddin Mondal, Nasiruddin Mondal, Khoda Bux Mondal, Rahim Bux Mondal all sons of Late Sikendar Mondal and Jahanara Bibi and Anwara Bibi as her legal successors those who according to Mahammadan Law of Inheritance jointly inherited the share of said Rahima Khatoon Bibi to the extent of her 0.03 acre in the aforesaid property;

E) Accordingly in the manners stated above the said Tamijuddin Mondal, Mafijuddin Mondal, Janab Enchhan Ali Mondal and Janab Punjab Ali Mondal, Alauddin Mondal, Safiuddin Mondal, Nasiruddin Mondal, Khoda Bux Mondal, Rahim Bux Mondal all sons of Late Sikendar Mondal and Jahanara Bibi and Anwara Bibi became jointly seized and possessed of the entire aforesaid property being a Garden Land measuring 0.29 acre comprised in R.S. Dag No. 2153 and 0.30 acre comprised in R.S. as well L.R. Dag No. 2152 total admeasuring 0.59 acre more or less under R.S. Khatian No. 233 & 236 at Mouza – Gopalpur, P.S: Rajarhat, District : 24-Parganas now North 24-Parganas;

F) Subsequently all the aforesaid persons mutually partitioned their aforesaid property according to their respective shares and enjoyment in the respective portions and according to the said mutual partition the said Tamijuddin Mondal, Mafijuddin Mondal, Janab Enchhan Ali Mondal and Janab Punjab Ali Mondal, became seized and possessed of a portion of Garden Land measuring 0.28 acre comprised in R.S. Dag No.2152 and 0.28 acre comprised in R.S. Dag No. 2153 total admeasuring 0.56 acre a more or less equivalent to 1 Bigha, 13 Cottahs, 14 Chittacks out of total aforesaid Garden Land admeasuring 0.59 acre equivalent to 1 Bigha, 15 Cottahs, 11 Chittacks more or less and; the said Alauddin Mondal, Safiuddin Mondal, Nasiruddin Mondal, Khoda Bux Mondal, Rahim Bux Mondal, Jahanara Bibi and Anwara Bibi became jointly seized and possessed of the residue portion of Garden Land measuring 0.02 acre comprised in R.S. Dag No.2152 and 0.01acre comprised in R.S. Dag No. 2153 total admeasuring 0.03 acre equivalent to 1 Cottah, 13 Chittacks a little more or less.

G) By a Deed of Conveyance dated 18.03.1982 duly registered at S.R. Cossipore Dum Dum in Blook No.1, Being No. 2781 for the year 1982 the said Tamijuddin Mondal, Mafijuddin Mondal, Janab Enchhan Ali Mondal and Janab Punjab Ali Mondal all therein jointly described as the Vendors at the consideration mentioned therein sold, transferred and conveyed All That a demarcated piece and parcel of Garden Land measuring 0.28 acre comprised in R.S. Dag No.2152 and 0.28 acre comprised in R.S. Dag No. 2153 total admeasuring 0.56 acre a little more or less equivalent to 1 Bigha, 13 Cottahs, 14 Chittacks out of total aforesaid Garden Land admeasuring 0.59 acre equivalent to 1 Bigha, 15 Cottahs, 11 Chittacks more or less morefully described in the Schedule therein unto and in favour of Smt. Uma Chowdhury wife of Ranabir Chowdhury the

Proprietress of M/s. Advanced Apparatus therein as the Purchaser absolutely and forever free from all sorts of encumbrances whatsoever;

H) Subsequently by a Deed of Conveyance dated 23.03.1982 duly registered at S.R. Cossipore Dum Dum in Blook No.1, Being No. 2916 for the year 1982 the said Alauddin Mondal, Safiuddin Mondal, Nasiruddin Mondal, Khoda Bux Mondal, Rahim Bux Mondal, Jahanara Bibi and Anwara Bibi all being the legal successors of said Late Rahima Khatoon Bibi, therein jointly described as the Vendors at the consideration mentioned therein sold, transferred and conveyed All That a demarcated piece and parcel of Garden Land measuring 0.02 acre comprised in R.S. Dag No.2152 and 0.01acre comprised in R.S. Dag No. 2153 total admeasuring 0.03 acre equivalent to 1 Cottah, 13 Chittacks more or less being the residue portion of total aforesaid Garden Land admeasuring 0.59 acre equivalent to 1 Bigha, 15 Cottahs, 11 Chittacks more or less morefully described in the Schedule therein unto and in favour of Smt. Uma Chowdhury wife of Ranabir Chowdhury the Proprietress of M/s. Advanced Apparatus therein as the Purchaser absolutely and forever free from all sorts of encumbrances whatsoever;

I) By dint of aforesaid two registered Deeds the said Uma Chowdhury being the Proprietress of the said M/s. Advanced Apparatus became seized and possessed of All That piece and parcel of Garden Land measuring 0.30 acre comprised in R.S. Dag No.2152 and 0.29 acre comprised in R.S. Dag No. 2153 admeasuring 0.59 acre equivalent to 1 Bigha, 15 Cottahs, 11 Chittacks more or less, under the then R.S. Khatian Nos. 233 & 236, at Mouza – Gopalpur, P.S : Airport, J.L. No.2, District – 24-Parganas now North 24-Parganas as the absolute rayoti owner thereof.

J) By a Bengali Sale Deed dated 19.07.1986 duly registered at the Office of the A.D.S.R. Bidhannagar in Book No.1, Being No. 5831 for the year 1986 the said Uma Chowdhury being the Proprietress of the said M/s. Advanced Apparatus therein described as the Vendor at the consideration mentioned therein sold, transferred and conveyed All That a demarcated piece and parcel of Garden Land measuring 0.30 acre comprised in R.S. Dag No.2152 and 0.29 acre comprised in R.S. Dag No. 2153 total admeasuring 0.59 acre a little more or less equivalent to 1 Bigha, 15 Cottahs, 11 Chittacks a little more or less morefully described in the Schedule therein unto and in

favour of Smt. Lila Chanda wife of Sudhangshu Mohan Chanda therein described as the Purchaser absolutely and forever free from all sorts of encumbrances whatsoever;

K) By dint of the aforesaid Sale Deed dated 19.07.1986 the said Smt. Lila Chanda thus became seized and possessed of the said All That piece and parcel of Garden Land measuring 0.30 acre comprised in R.S. Dag No.2152 and 0.29 acre comprised in R.S. Dag No. 2153 admeasuring 0.59 acre equivalent to 1 Bigha, 15 Cottahs, 11 Chittacks more or less, under the then R.S. Khatian Nos. 233 & 236, at Mouza – Gopalpur, P.S : Airport, J.L. No.2, District – 24-Parganas now North 24-Parganas as the absolute Rayoti Owner thereof.

L) By a Bengali Sale Deed dated 21.11.1987 duly registered at the Office of the A.D.S.R. Bidhannagar in Book No.1, Being No. 6681 for the year 1987 the said Smt. Lila Chanda wife of Sudhangshu Mohan Chanda therein described as the Vendor at the consideration mentioned therein sold, transferred and conveyed All That a demarcated piece and parcel of Garden Land measuring 0.30 acre comprised in R.S. Dag No.2152 and 0.29 acre comprised in R.S. Dag No. 2153 total admeasuring 0.59 acre a little more or less equivalent to 1 Bigha, 15 Cottahs, 11 Chittacks a little more or less morefully described in the Schedule therein unto and in favour of said Uma Chowdhury being the Proprietress of the said M/s. Advanced Apparatus therein described as the Purchaser absolutely and forever free from all sorts of encumbrances whatsoever;

M) By dint of the aforesaid Sale Deed dated 21.11.1987 the said Uma Chowdhury being the Proprietress of the said M/s. Advanced Apparatus thus became seized and possessed of the said All That piece and parcel of Garden Land measuring 0.30 acre comprised in R.S. Dag No.2152 and 0.29 acre comprised in R.S. Dag No. 2153 admeasuring 0.59 acre equivalent to 1 Bigha, 15 Cottahs, 11 Chittacks more or less, under the then R.S. Khatian Nos. 233 & 236, at Mouza – Gopalpur, P.S : Airport, J.L. No.2, District: 24-Parganas now North 24-Parganas and continued to seized and possessed of the entire aforesaid Garden Land without being interrupted by or from any person whomsoever and or from any corner whatever by exercising all her rights title and interest in the said Garden Land and had been paying rents or khazna to the Collector, North 24-Parganas as the absolute Rayoti Owner thereof.

N) Subsequently by a Deed of Conveyance dated 22.02.1988 duly registered at the Office of the A.D.S.R. Bidhannagar in Book No.1, Volume No. 27, Pages from 255 to 272, Being No. 1348 for the year 1988 the said Uma Chowdhury being the Proprietress of the said M/s. Advanced Apparatus therein described as the Vendor at the consideration mentioned therein sold, transferred and conveyed All That a demarcated piece and parcel of Garden Land measuring 0.28 acre comprised in R.S. Dag No.2152 and 0.28 acre comprised in R.S. Dag No. 2153 total admeasuring 0.56 acre a little more or less equivalent to 1 Bigha, 13 Cottahs, 14 Chittacks out of the aforesaid Garden Land total admeasuring 0.59 acre a little more or less equivalent to 1 Bigha, 15 Cottahs, 11 Chittacks a little more or less at Mouza – Gopalpur, P.S : Airport, J.L. No.2, District – 24-Parganas now North 24-Parganas morefully described in the Schedule therein unto and in favour of M/s. Dayal Industries, the Vendor herein therein described as the Purchaser absolutely and forever free from all sorts of encumbrances whatsoever;

O) Since after the aforesaid purchase by dint of the said Deed of Conveyance dated 22.02.1988 Being No.1348 for the year 1988 the said Dayal Industries. the First Party herein thus have become seized and possessed of Garden Land measuring 0.28 acre comprised in R.S. Dag No.2152 and 0.28 acre comprised in R.S. Dag No. 2153 total admeasuring 0.56 acre a little more or less equivalent to 1 Bigha, 13 Cottahs, 14 Chittacks but upon actual measurement physical measuring area of the total land appears **1 Bigha, 12 Cottahs, 10 Chittacks, 32 Sq. Ft.** be the same a little more or less, lying and situated at Mouza Gopalpur, J.L. No. 2, under P.S. Rajarhat at present Airport P.S, District 24-Parganas(N) and or well and sufficiently entitle thereto as the absolute Owner thereof under the Govt. of West Bengal and paying rents or taxes to the Government of West Bengal through the Collector North 24-Parganas upon mutating of its name with the L.R. Records of Right, Land Settlement Department, Government of West Bengal under present L.R. Khatian No.5227 and also with the then Rajarhat Gopalpur Municipality then having Municipal Holding No.11, Ward No.7 and subsequently after merger or reconstitution at present under Bidhannagar Municipal Corporation having present Municipal Holding No. 11, Ward No.7, morefully described in the First Schedule hereunder written (hereinafter for the sake of brevity referred to as the **“Said Land”/“Demised Land”**) and the First Party herein is paying rates and taxes to the Bidhannagar Municipal Corporation in respect of the said ‘Demised Land’ described in the First Schedule hereunder written as the absolute owner thereof and is absolutely seized and possessed thereof and or well and sufficiently entitled thereto free

from all charges, claims, demands, attachments, liens, lispendenses, acquisitions, suits, injunctions and free from all sorts of encumbrances of whatsoever nature;

P) Being desirous of development of the Said Land under the First Schedule by way of construction of multi-storied building/s on and upon the Said Land by or through a reputed developer-builder well known to market having well expertisation of such work of development and construction of Housing Enclave/Complex etc., the Owners have prepared and obtained the sanction of a Building Plan comprised of Ground + V-Storied building consists with various numbers of self-contained residential flats, car parking spaces, and others from the former Rajarhat-Gopalpur Municipality vide **Building Plan SL. No. 548/14/15.**

Q) Subsequently by a Development Agreement dated 23.08.2018 duly registered at the Office of the District Sub-Registrar – II North 24-Parganas in Book No. I, CD Volume No. 1502-2018, Pages from 87028 to 87082, Being No. 150202995 for the year 2018 the First Parties herein as the Landowner thereof appointed M/S. MAHAMANI PROPERTIES PVT. LTD. as the exclusive authorized Developer as well as the Agent of the First Party and at the terms, conditions and stipulations contained therein thereby issued an exclusive license to the Developer to develop, construct and subsequently sell of the flats, car parking spaces and other portions in the said building then would have been constructed by the Developer on and upon the Owner's 'Said Land' hereunder the First Schedule save and except the "Owner's Allocations" as mentioned therein and the said Development Agreement is self-explanatory;

R) Pursuant to the terms and conditions of the said Development Agreement to facilitate the Developer for proper implementation thereof and in connection thereto the said erstwhile Owners therein as the Principals executed a Power of Attorney on 27.08.2018 registered at the Office of the D.S.R.- II North 24-Parganas and recorded in Book No. I, Volume No.1502-2018, Pages from 88212 to 88248, Being No.150203038 for the year 2018 in favour of the Developer-Builder herein.

S) By virtue of the said 'Development Agreement' the Developer herein has after obtaining the physical possession of the said land from the Landowner-First Party, commenced the construction works of multi-storied building on and upon the Owner's said Demised Land hereunder the First Schedule which is on the verge of completion.

OWNERS/VENDORS REPRESENTATIONS:

1. The First Party herein is the Owner and seized and possessed of or otherwise well and sufficiently entitled to the subject property morefully and particularly mentioned, described, explained, enumerated, provided at and under the **FIRST SCHEDULE** hereunder written and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and without any interference, obstruction and disturbance whatever by or from any person whomsoever and from any corner and manner whatever save and except the rights conferred upon the Developer and created by the Owner-Vendor herein by and way of and under the terms and conditions of the said Development Agreement dated 23.08.2018 and by which the Owner/Vendor have appointed the Developer herein as the only and exclusive Agent of the Owner to execute all the work of development and completion thereof in respect of the Owner's Said Land under the First Schedule hereto.

2. The Owner/Vendor and the Developer/Confirming Party herein being seized and possessed of and entitled sufficiently to inter-alia, the said Unit/Flat and also the said Car Parking Space being the subject matter of these presents morefully and particularly mentioned, described, explained, enumerated and provided at and under the **SECOND SCHEDULE** hereunder written and all the rights and appurtenances in connection therewith.

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

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

5. Neither the Vendor nor the Developer have yet received any notice of Requisition or Acquisition of the property described in the Schedule below; and

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

WHEREAS the Purchasers herein having been satisfied with the free and unencumbered title of the Owners/Vendors as well as the rights of the Developer herein as per documents produced

before them and also being satisfied with the construction, erection, promotion, building and development of the subject Housing Project "**MEENA PARADISE**" lying erected and/or situated and lying at and upon the said FIRST SCHEDULE landed property hereunder written and offered to the Owners/Vendors herein a proposal for purchasing, owning, occupying, seizing and possessing **ALL THAT** a self-contained Residential Apartment being No. _____, on the _____ floor of the **Block-** _____, measuring built-up area of _____ sq.ft. (more or less), carpet area _____sq. ft. (excluding balcony), (Super built-up area.....sq.ft.) with facility to park _____small size passenger car in the open/covered (Back to Back / Common Single) car parking space, being no._____, together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in THIRD SCHEDULE, of the said Housing Complex MEENA PARADISE at Municipal Holding No. BMC 7/56, BL- H, Gopalpur House, Ward No.4, Under Bidhannagar Municipal Corporation (Formerly Rajarhat-Gopalpur Municipality), Kolkata – 700 136 at or for the price of ₹/- (**Rupees**) only together with **covered common Car Parking Space** measuring about an area a little more or less Square Feet super built up thereof and described in the Part – II of the Second Schedule hereunder written at or for the price of ₹/- (**Rupees**) only aggregating a total price of...../- (**Rupees**) only for the said flat along with the said car parking space togetherwith the undivided proportionate share of the Said Land and all the rights, properties, benefits, easements and appurtenances in connection thereto and which offer or proposal have been accepted by the Vendor and the Developer.

AND WHEREAS by an Agreement for Sale dated the Owners/Vendors as well as the Developer herein have agreed to sell and the Purchasers herein have agreed to purchase **ALL THAT** a self-contained Residential Apartment being No. _____, on the _____ floor of the Block-_____, measuring built-up area of _____ sq.ft. (more or less), carpet area _____sq. ft. (excluding balcony), (Super built-up area.....sq.ft.) with facility to park _____small size passenger car in the open/covered (Back to Back / Common Single) car parking space, being no._____, together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in the Third Schedule, of the said Housing Complex MEENA PARADISE at Municipal Holding No. BMC 7/56, BL- H, Gopalpur House, Ward No.4, Under Bidhannagar Municipal Corporation (Formerly Rajarhat-Gopalpur Municipality), Kolkata – 700136 morefully and particularly described in the Second Schedule hereunder written together with undivided, impartable proportionate share of the Said Land described in the First Schedule togetherwith common easement rights in all the common areas and common parts and also the common facilities so are described in the Third Schedule and as provided at the Said Premises by the Vendors and the Developer at or for a total price of ₹/- (**Rupees**) only free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments,

debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatsoever from any person whomsoever and from any corner and manner whatsoever. The '**Said Flat**' alongwith the '**Said Car Parking Space**' described hereinabove and morefully described in the Second Schedule hereunder for individual use and enjoyment of the Purchasers alongwith said proportionate & undivided shares of common rights in all "Common Parts"/"Common Areas" in the "Said Building"/"Said Block" and also Common Parts and Common Areas in the Said Premises as described in the Third Schedule hereunder written Togetherwith said undivided and impartable proportionate rights, title and interest as an owners with other co-owners in the '**Said Land**' under the First Schedule hereto and all the right, properties, easements, benefits, and appurtenances in connection to the 'Said Flat' and the 'Said Car Parking Space' collectively hereunder transfer to the Purchasers by the Vendors and the Developer are; hereinafter and hereinabove for the sake of brevity collectively referred to as the "**Said Property**".

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

III. NOW THIS DEED OF CONVEYANCE WITNESSETH THAT:

In pursuance of the said agreement and in consideration of the sum of/- (**Rupees**) only paid by the Purchasers herein to the Owners/ Vendors and the Developer herein the receipt whereof the Owners/Vendors as well as the Developer herein doth hereby as also by the receipt through the Memo of Consideration hereunder written admit and acknowledge and of the form the payment of the same and every part thereof the Owners/Vendors herein forever release, discharge and acquit the Purchasers herein the undivided impartable proportionate share and the properties and rights and appurtenants thereto and the Owners/Vendors doth hereby grant, sell, convey, transfer, assign and assure unto the Purchasers herein ALL THAT a self-contained Residential Apartment being No. _____, on the _____ floor of the Block- ..., measuring built-up area of _____ sq.ft. (more or less), carpet area _____sq. ft. (excluding balcony), (Super built-up area.....sq.ft.) with facility to park _____small size passenger car in the open/covered(Back to Back / Common Single) car parking space, being no._____, together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned

in Third Schedule, of the said Housing Complex Meena Paradise, Phase - II at Municipal Holding No., Ward No.4, Under Bidhannagar Municipal Corporation (Formerly Rajarhat-Gopalpur Municipality), Kolkata – 700 136 and severally described in the SECOND SCHEDULE hereunder together with the undivided impartable proportionate share in the Land contained in the FIRST SCHEDULE hereunder written together with common easement rights in the common areas morefully and particularly described under the THIRD SCHEDULE hereunder written in common with the co-owners and/or occupiers of the said Building and together with the right and properties appurtenant thereto which are all hereafter as well as herein before collectively called “the Said Property and the rights and appurtenants thereto” and the reversion or reversions, remainder or remainders and the rents, issues and profits of the Said Property and the rights and appurtenants thereto and other rights hereby conveyed and all the estate, right, title, interest, property, claim and demand whatsoever of the Owner/Vendor and the Developer herein into or upon the ‘Said Property’ and rights appurtenant thereto and all other benefits rights and properties therein comprised and hereby granted sold, conveyed, transferred assigned and assured or expressed or intended so to be and every part or parts thereof respective or arising out there from and togetherwith all rights, liberties and appurtenances whatsoever unto and to the Purchasers herein free from all sorts of encumbrances, trusts, liens, lispenses and attachments whatsoever and together further with and subject to the stipulations and provision in connection with the beneficial common use and enjoyment of the premises including the undivided impartable proportionate share of the Land under the First Schedule hereto by the Purchasers herein along with other co-owners and occupiers thereof and in connection with the beneficial enjoyment of the Unit/Flat and/or Apartment and the said Car Parking Space by the Purchasers herein exclusively AND TO HAVE AND TO HOLD the Said Unit and the properties, rights, benefits and appurtenants in connection thereto hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and forever but subject to the covenants contained hereto and as provided hereunder AND ALSO SUBJECT TO the Purchasers paying and discharging all taxes impositions and other expenses relating to the premises proportionately and the said Unit/Flat and/or the said undivided proportionate share of the land and the properties and rights appurtenant thereto TOGETHERWITH as well as the payments mentioned under the FOURTH SCHEDULE hereunder written and enjoyment of the easements or quasi-easements rights and others thereof. The Purchasers herein is/are fully satisfied with the specifications of the said Unit/Flat together with covered Car Parking Space as provided by the Owner/Vendor and the Developer herein.

THE OWNER/VENDOR AS WELL AS THE DEVELOPER HEREIN DOTH HEREBY CONVENANT WITH THE PURCHASERS HEREIN AS FOLLOWS:

1. The interest which the Owner/Vendor herein do hereby profess to transfer, subsists and that the Owner/Vendor herein have the sole right full power and absolute authority to grant sell,

convey, transfer, assign and assure unto the Purchasers herein the said unit/flat togetherwith the said undivided share of the land and the benefits, profits, rights, easements and appurtenants thereto hereby sold and conveyed.

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

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

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

THE PURCHASERS HEREIN DO HEREBY COVENANT WITH THE OWNER/VENDOR AS WELL AS THE DEVELOPER HEREIN AS FOLLOWS:

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

and the building and particularly the common areas proportionately including the common expenses.

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

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

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

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

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

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

d) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the FOURTH SCHEDULE hereunder written proportionately for the building and/or common parts/areas and wholly for the said FLAT AND/OR UNIT and/or to make deposit on account thereof in the manner mentioned hereunder to or with the Owners/Vendors herein and upon the formation of the Association or Co-operative Society or Private Limited Company.

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

- f) **TO PAY** charges for electricity in or relating to the said Flat/Unit and/or Apartment wholly and proportionately relating to the COMMON PORTIONS.
- g) **TO PAY** maintenance charges, both Fixed and Variable Charges, regularly as indicated in the FOURTH SCHEDULE below, on the basis of the bills as raised by the Developer/Maintenance Company/Holding Organization, as the case may be, without claiming any deduction or abatement in any manner or on any account, from the date of possession. The Purchasers further accepts and confirms that on default of payment of maintenance charges by the Purchasers, the Developer herein shall have the right to disconnect the water connection to the said Flat/Unit and/or Apartment.
- h) **NOT TO** sub-divide the said Flat/Unit and/or Apartment and/or the parking space or any portion thereof; and also not to create any obstruction to any other parking space owner/s in parking of their car.
- i) **NOT TO** do any act, deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers' enjoyment of the said Flat/Unit and/or Apartment.
- j) **NOT TO** throws dirt, rubbish or other refuse or permits the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- k) **NOT TO** store or bring and allow to be stored and brought in the said Flat/Unit and/or Apartment any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- l) **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- m) **NOT TO** fix or install air conditions in the said Flat/Unit and/or Apartment save and except at the places which have been specified in the said Flat/Unit and/or Apartment for such installation.
- n) **NOT TO** do or cause anything to be done in or around the said Flat/Unit and/or Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Flat/Unit and/or Apartment or adjacent to the said Flat/Unit and/or Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- o) **NOT TO** damage or demolish or cause to be damaged or demolished the said Flat/Unit and/or Apartment or any part thereof or the fittings and fixtures affixed thereto.

- p) **NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said Flat/Unit and/or Apartment which in the opinion of the Vendor/Developer herein differs from the colour scheme of the building or deviation or which in the opinion of the Vendor/Developer herein may affect the elevation in respect of the exterior walls of the said building.
- q) **NOT TO** installs grills the designs of which have not been suggested or approved by the Architect.
- r) **NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat/Unit and/or Apartment or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- s) **NOT TO** raise any objection whatsoever to the Developer's dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the Vendor/ Developer herein subject to approval by the concerned authority.
- t) **NOT TO** make in the said Flat/Unit and/or Apartment any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Developer herein and/or any concerned authority.
- u) The Purchasers shall not fix or install any antenna on the roof or terrace of the said building nor shall fix any window antenna excepting that the Purchasers shall be entitled to avail of the cable connection facilities to be provided by the Vendor/ Developer herein to the Purchasers and also the other owners of the units in the said premises at their cost.
- v) **NOT TO** use the said Flat/Unit and/or Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Marriage House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking space, if allotted, anything other than private motor car and/or motor cycle in the two wheeler parking spaces and shall not raise or put up any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the parking space.

w) **NOT TO** claim any right whatsoever over and in respect of the COMMON PARTS AND PORTIONS in other Block/s and/or COMMON PARTS AND PORTIONS in the Complex.

x) **NOT TO** use the allocated car / two wheeler parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/two wheeler.

y) **NOT TO** park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the Owner/Vendor herein.

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

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

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

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

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

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

transformer, generator, cable ducts, water lines and such other facilities and/or amenities and/or utilizes which are to be provided in the said complex and/or residential area.

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

1. The said Unit/Flat and/or Apartment in terms hereof shall be considered completed and tenable upon the execution of these presents and vacant possession thereof will be duly handed over by the Developer herein by issuance of letter/certificate of possession in favour of the Purchasers.

2. The Purchasers herein neither have nor shall claim from the Developer herein or any co-owner thereof any right title or interest in any other part or portion of the land and building SAVE AND EXCEPT the said share and the properties and rights appurtenant thereto and the said Unit/Flat and/or Apartment and the undivided impartable proportionate share and the benefits rights and properties sold and conveyed.

3. The right of the Purchasers herein shall remain restricted to the said Flat and/or Unit only and the properties appurtenant thereto and the Purchasers shall have no right nor shall claim any exclusive right over and in respect of any other Units/Flats and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and the Owners/Vendors herein shall have the exclusive right to deal with the same.

4. In as much as there are more than one building to form part of the said Residential Area, the Purchasers acknowledges that it is necessary that a particular agency should be appointed as the Holding Organization and for the aforesaid purpose it has been agreed by and between the parties hereto that the Developer herein shall be entitled to appoint a Company for undertaking maintenance of the common parts and portions and for rendition of common services and the Purchasers agree to abide by the rules and regulations framed by the said Holding Organization. The Building and the premises shall initially be managed and maintained by the Developer or a Maintenance Agency temporary appointed by the Developer herein.

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

Maintenance Agency and upon such making over the Association shall be responsible for the maintenance of the Building/s and the Premises.

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

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

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

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

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

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

10. The Purchasers further acknowledge that timely payment of the said maintenance charges is a must in as much as non-payment thereof is likely to adversely affect the other Flat/Unit and/or Apartment owners and/or cause disruption in the common services to be provided by the Developer/Maintenance Company and/or Holding Organization to other Flat/Unit

and/or Apartment owners and as such the Purchasers herein have agreed to regularly and punctually make payment of the said maintenance charges and in the event of any default of the Purchasers in making payment of the maintenance and /or service charges and if such default continues for a period of two months then and in that event without prejudice to any other right which the Developer herein and/or Holding Organization/Owners' Association for the time being in force may have, the Developer herein and/or Holding Organization/Owners' Association shall be entitled to and the Purchasers hereby consent to the Developer herein and/or Holding Organization/Owners' Association whichever is whenever applicable:

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

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

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

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

14. The name of the ENCLAVE shall be "**MEENA PARADISE, PHASE - II**" and will not be changed.

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

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO:
ENTIRE PREMISES

ALL THAT PIECE AND PARCEL OF LAND measuring an area of 0.28 acre comprised in R.S. Dag No.2152 and 0.28 acre comprised in R.S. Dag No. 2153 total admeasuring **0.56** acre a little more or less equivalent to 1 Bigha, 13 Chottahs, 14 Chittacks but upon actual measurement physical measuring area of the total land appears **1 Bigha, 12 Cottahs, 10 Chittacks, 32 Sq. Ft.** be the same a little more or less lying and situated at **Mouza: Gopalpur** under and part of R.S. Khatian Nos. 233 & 236 at present under L.R. Khatian No.5227 within the ambit of B.L & L.R.O., Rajarhat, North 24-Parganas, J.L. No.2, under Police Station – Rajarhat at present Airport P.S, formerly within the municipal limit of the erstwhile Rajarhat Gopalpur Municipality then having part of Municipal Holding No.RGM 7/11, BL-H, Ward No.7 and subsequently after merger or reconstitution at present under Bidhannagar Municipal Corporation having at present exclusive Municipal Holding No.11 (4/341), Ward No.4(N), Sub-Registry Office - Additional District- Sub-Registrar Bidhannagar and Rent or Khajana payable to the Collectorate North 24-Parganas. The entire Said Land is delineated and delineated in the Plan annexed hereto and bordered in colour Red thereon and butted and bounded as follows:

- On the North :** By Land comprised in R. S. Dag No.2151;
- On the East :** By Partly by land comprised in R. S. as well L.R. Dag No.2156 and partly by land comprised in R. S. Dag No.2155;
- On the South :** By Partly by land comprised in R. S. Dag No.2154 and partly by 4' feet wide common passage;
- On the West :** By Land comprised in R.S. Dag No.2148;

THE SECOND SCHEDULE ABOVE REFERRED TO:
PART - I

'SAID UNIT/FLAT'

ALL THAT a self-contained tiles finished Residential Apartment being No. _____, on the _____ floor of the **Block – ' ' ,** measuring built-up area of _____ sq.ft. (more or less), carpet area _____sq. ft. (excluding balcony), (Super built-up area.....sq.ft.) more or less consisting of ... (.....) Bed Rooms, 1 (one) Living-cum-Dining space, 1 (one) Kitchen, 2 (two) Toilets, 1 (one) Verandah together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in Schedule–E, of the said Housing Complex MEENA PARADISE, PHASE - II at Municipal Holding No. BMC 7/56, BL- H, Gopalpur House, Ward No.4, Under Bidhannagar Municipal Corporation (Formerly Rajarhat-Gopalpur Municipality), Kolkata – 700 136 in the said Residential Building named **"MEENA PARADISE, PHASE - II"** and at the Said Premises.

PART II
SAID CAR PARKING SPACE

ALL THAT One **Car Parking Space** bearing Parking Space No. measuring **135** sq. ft. super built up area a little more or less in **Block – ‘...’** Building for right to park one small size motor car for use and enjoyment in common manners within cement finished Covered Common Car Parking Zone on the **Ground** floor of the Block-A building within the said Enclave namely **“MEENA PARADISE”** at the Said Premises within the said First Schedule land.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PORTIONS)**

1. The land measuring **1 Bigha, 12 Cottahs, 10 Chittacks, 32 Sq. Ft** on which the buildings known as **“MEENA PARADISE, PHASE - II”** and all easements and quasi-easement rights and appurtenances belonging thereto save and except the portion of the vacant land reserved now under the reservation of the Developer/Confirming Party herein for further construction in future at it's sole discretion.
2. Foundation beams, vertical and supports main wall, common walls, boundary walls, main entrance/gates or the said building.
3. Main gate of the said premises and common passages from main road to the Enclave and leading to the staircase of the ground floor of the said Building/Block for ingress and egress.
4. Installation of common services namely, electricity, water pipes, sewerage, rain water pipes.
5. Water pump with motor and pump house.
6. Reservoir on the roof.
7. Drainage, Septic Tank on the Ground floor including all external sewage pipes and water pipes for the use of all owners of the building.
8. 24 hours supply of water from overhead tank to the respective flats.
9. Common Staircases lift, landing, lobbies etc.
10. Lighting in the common spaces, passages, staircases, lift, including fixtures and fittings.
11. Common electric meter boxes.
12. Open space surrounding the said building (save and except the portions of open spaces reserved by the Owners/Vendors and the Developers and or its respective nominee/s for open car parking space and others).
13. Common toilets in the Ground Floor.
14. Security Guard Room/Outpost.

15. All other part of the said building necessary for its existence maintenance and safety for normally in common use of the Purchaser with the Landowners/Vendors herein and the Developer/Confirming Party herein and other co-owners of the respective Unit/Flat save and except other portions, exclusively under the Developer/Confirming Party herein or its nominees and also save and except the provisions and reservations made in favour of the Developer herein and stated in the Purchaser's covenants portion hereinabove.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

- 1) All expenses for the maintenance, operating, replacing, repairing, renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the building.
- 2) All the expenses for running and operating all machinery equipments and installations comprised in the common portion including the cost of repairing replacing and renovating the same.
- 3) Costs and charges of establishment for maintenance and running the administration of the said building.
- 4) All charges and deposits for supply of common utilities to the co-owners in common.
- 5) Municipal tax, water tax and other rates in respect of common portion, common areas of the premises and the building.
- 6) Cost of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
- 7) Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and lighting the common portions including system lose for providing electricity to each Unit/Flat.
- 8) All litigations expenses incurred for the common purposes and relating to the common uses and enjoyments of the common portions.
- 9) Creation of funds for replacements, renovations and/or periodical expenses.
- 10) All expenses referred to above including all other necessary costs and expenses for all other purposes for proper enjoyment of the common facilities, common amenities and common portions smoothly which have may not been specified in this Deed shall be born and paid proportionately in common by the co-owners.

11) The common maintenance cost per month at the existing rate of Rs.3/- (Rupee Three) only per Square Feet of the each individual Unit/Flat from the date of possession which is increaseable and or variable time to time as shall be determined by the Developer and subsequently by the Owners' Association or Managing Company/ Syndicate as the case shall be.

12) Until separate meter is installed for the subject unit hereunder sell, the Purchasers herein shall cause to pay the unit consumed by them at an average rate from the main service meter to be calculated and assessed by the Developer/Confirming Party herein and/or the Maintenance-In-Charge of (subject to availability) the premises and the such assessment shall be conclusive final and binding on the Purchasers herein.

13) Actual amount of Security Deposit so shall be charged by the West Bengal Electricity Board and/or other Authority concerned for the time being in force on account of individual meter in the name of the purchasers for the subject unit hereunder sell.

MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS:

1. The co-owners of the Units/Flats shall form an Association and/or Maintenance Company for the common purpose including taking over all obligations with regard to management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972. Upon the Purchasers fulfilling their obligations and covenants under and upon its formations of the Association and/or the Maintenance Company shall manage maintain and control the common portions and do all acts deeds and things as may be necessary and/or expedient for the common purposes and the Purchasers shall co-operate with the Landowners/Vendors herein and the Developer/Confirming Party herein till the Association and/or Maintenance Company may frame rules regulations and laws time to time for maintaining quiet and peaceful enjoyment of the said building.

2. Upon formation of the Association and/or the Maintenance Company, the Landowners/Vendors herein and the Developer/Confirming Party herein shall transfer all its rights and obligations as also the residue then remaining of the deposits made by the Purchasers or otherwise after adjusting the remaining due and payable by the Purchasers and the amounts so transferred henceforth be so held by the Association and/or the Maintenance Company under the account of Purchasers for the purpose of such deposit.

3. The Association and/or the Maintenance Company upon its formation and the co-owners shall however remain liable to indemnify and keep indemnified the Landowners/Vendors herein and the Developer/Confirming Party herein for all liabilities due to not fulfillment of its respective obligations by the co-owners and/or the Association and/or the Maintenance Company.

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

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

1.

2.

LANDOWNERS/VENDORS

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

1.

2.

PURCHASERS

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

1.

2.

DEVELOPER/CONFIRMING PARTY

RECEIPT

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

MEMORANDUM OF CONSIDERATION

Cash/Cheque No. _____ **Receipt No.** _____ **Amount.** _____

TOTAL ... ₹ _____

(Rupees Only)

SIGNATURE OF THE WITNESS

- 1.
- 2.

WITNESS :

- 1.
- 2.

LANDOWNERS/VENDORS

DEVELOPER/CONFIRMING PARTY