

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
Two Thousand and Nineteen (2019).

B E T W E E N

M/S. GREENTOUCH PROJECTS LIMITED (having Pan AADCG9096Q), a Company incorporated under the Companies Act, 1956, having its registered office at Premises No. P-164/1, First Floor, C.I.T. Road, Scheme – VIIM, near Sony World, Ultadanga, Kolkata – 700 054, District – South 24-Parganas, being represented by its constituted Attorney namely **M/S. STAR ABASAN PRIVATE LIMITED (having Pan AALCS9054J)**, a Company incorporated under the Companies Act, 1956, (a unit of **LUNDIA GROUP**), having its registered office at Premises No. 264B, B.B. Ganguly Street, Post Office & Police Station -Bowbazar, Kolkata - 700 012, District - Kolkata and Branch Office at Premises No. 444, Dum Dum Park (Ground floor), Post Office – Bangur Avenue, Police Station - Lake Town, Kolkata -700055, District – North 24-Parganas, being represented by its Director namely **SRI SHYAMAL DEY (having Pan ADPPD7160C)**, son of Sri Bhabesh Chandra Dey, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at Premises No. 152, Bangur Avenue, Block – A, Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700 055, District – North 24 Parganas, empowered and authorized by virtue of a Development Power of Attorney dated 31st day of July, 2013 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, CD Volume No. 21, Pages 4954 to 4968, Being No. 09006 for the year 2013, hereinafter called and referred to as the "**VENDOR**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **FIRST PART**

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M/S. STAR ABASAN PRIVATE LIMITED (having Pan AALCS9054J), a Company incorporated under the Companies Act, 1956, (a unit of **LUNDIA GROUP**), having its registered office at Premises No. 264B, B.B. Ganguly Street, Post Office & Police Station -Bowbazar, Kolkata - 700 012, District – Kolkata and Branch Office at Premises No. 444, Dum Dum Park (Ground floor), Post Office – Bangur Avenue, Police Station - Lake Town, Kolkata – 700 055, District – North 24-Parganas, being represented by its Director namely **SRI SHYAMAL DEY (having Pan ADPPD7160C)**, son of Sri Bhabesh Chandra Dey, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at Premises No. 152, Bangur Avenue, Block – A,

Post Office – Bangur Avenue, Police Station – Lake Town, Kolkata – 700 055, District – North 24 Parganas, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors -in-office and assigns) of the **SECOND PART**

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(1) (**having Pan**), son/wife of Sri/Late, by faith – Hindu, by nationality – Indian, by Occupation – and (2) (**having Pan**), wife/son of Sri/Late, by faith – Hindu, by nationality – Indian, by Occupation –, both residing at Premises No., Post Office –, Police Station -, Kolkata –, District – 24 Parganas, hereinafter jointly and/or severally called and referred to as the "**PURCHASER(S)**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, representatives, successors-in-office and assigns) of the **THIRD PART**.

WHEREAS by a Bengali Kobala dated 5th day of September, 1979 made between (1) Sri Binod Bihari Sengupta, (2) Sri Ajit Kumar Sengupta and (3) Sri Ranjit Kumar Sengupta therein called the Vendors of the One Part and Sri Samar Kumar Saha therein called the Purchaser of the Other Part and registered at the Cossipore Dum Dum Sub-Registration office in Book No. I, Volume No. 120, Pages 236 to 240, Being No. 6344 for the year 1979, the said Sri Binod Bihari Sengupta and two others for the consideration therein mentioned granted, sold, transferred and conveyed unto the said Sri Samar Kumar Saha ALL THAT piece or parcel of Rayati Dakhali Swatya sali land hereditaments and premises containing by estimation an area of 1 (one) Bigha 10 (ten) Cottahs 10 (ten) Chittacks be the same a little more or less lying situate at Mouza – Dakshin Nimta comprised in part of R. S. Dag No. 4586, R. S. Khatian No. 1497, Jamindari Khatian No. 1496, J. L. No. 8, R. S. No. 102, Touzi No. 2163 in the District of North 24 Parganas fully described in the Schedule thereunder written absolutely and forever.

AND WHEREAS thereafter the said Sri Samar Kumar Saha mutated his name in the records of the North Dum Dum Municipality as true and lawful Owner on payment of relevant taxes thereof to the said Municipal Authority and accordingly upon mutation the said Municipality assessed the said plot of land as Municipal Holding No. 124, Janapath Sarani, Kolkata – 700 065 under the Police Station Nimta in the District of North 24 Parganas.

AND WHEREAS by virtue of an Indenture dated 18.01.2007 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 29, Pages 83 to 94, Being No. 1003 for the year 2007, the said Sri Samar Kumar Saha indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of Rayati Dakhali Swatya sali land hereditaments and premises containing by estimation an area of 11 (eleven) Cottahs 10 (ten) Chittacks be the same a little more or less togetherwith a tin shed structure thereon out of the said total area 1 (one) Bigha 10 (ten) Cottahs 10 (ten) Chittacks including all easement rights and appurtenances thereto being the western portion of the said Municipal Holding No. 124, Janapath Sarani, Kolkata – 700 065 more particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of Sri Pramod Lundia and Sri Shyamal Dey, Partners of M/s. Star Shelter free from all encumbrances whatsoever.

AND WHEREAS subsequently by virtue of a Deed of Conveyance dated 26th day of September, 2012 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, CD Volume No. 23, Pages 2482 to 2498, Being No. 09876 for the year 2012, the said Sri Pramod Lundia and Sri Shyamal Dey, Partners of M/s. Star Shelter indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of Rayati Dakhali Swatya sali land hereditaments and premises containing by estimation an area of 11 (eleven) Cottahs 10 (ten) Chittacks be the same a little more or less togetherwith a tin shed structure measuring 4000 Sq.ft. thereon including all easement rights and appurtenances thereto being the western portion of the said Municipal Holding No. 124, Janapath Sarani, Kolkata – 700 065 more particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of the Vendor herein

the said M/s. Greentouch Projects Limited free from all encumbrances whatsoever.

AND WHEREAS by virtue of another Indenture dated 07.08.2007 duly registered in the office of the District Sub-Register – I, North 24-Parganas at Barasat in Book No. I, CD Volume No. 2, Pages 5547 to 5562, Being No. 03871 for the year 2007, the said Sri Samar Kumar Saha indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of Rayati Dakhali Swatya sali land hereditaments and premises containing by estimation an area of 19 (Nineteen) Cottahs be the same a little more or less togetherwith a tin shed structure thereon out of the said total area 1 (one) Bigha 10 (ten) Cottahs 10 (ten) Chittacks including all easement rights and appurtenances thereto being the eastern portion of the said Municipal Holding No. 124, Janapath Sarani, Kolkata – 700 065 more particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of Sri Pramod Lundia & Sri Shyamal Dey, both the Partners of M/s. Star Shelter and Sri Mahesh Agarwal, Sri Dinesh Kumar Agrawal & Sri Sajjan Agrawal free from all encumbrances whatsoever.

AND WHEREAS subsequently by virtue of a Deed of Conveyance dated 26th day of September, 2012 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, CD Volume No. 23, Pages 2499 to 2514, Being No. 09877 for the year 2012, the said Sri Pramod Lundia & Sri Shyamal Dey, both the Partners of M/s. Star Shelter and Sri Mahesh Agarwal, Sri Dinesh Kumar Agrawal & Sri Sajjan Agrawal indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of Rayati Dakhali Swatya sali land hereditaments and premises containing by estimation an area of 19 (nineteen) Cottahs be the same a little more or less togetherwith a tin shed structure measuring 5000 Sq.ft. thereon including all easement rights and appurtenances thereto being the eastern portion of the said Municipal Holding No. 124, Janapath Sarani, Kolkata – 700 065 more particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of the Vendor herein the said M/s. Greentouch Projects Limited free from all encumbrances whatsoever.

AND WHEREAS by virtue of the said two separate Deeds of Conveyance on even date the Vendor herein thus become the absolute Owner and seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece or parcel of the said two plots of Rayati Dakhali Swatya sali land hereditaments and premises containing by estimation a total area of **30 (thirty) Cottahs 10 (ten) Chittacks** be the same a little more or less togetherwith structure thereon including all easement rights and appurtenances thereto lying and situate at and being Municipal Holding No. 124, Janapath Sarani, Kolkata – 700 065 at Mouza – Dakshin Nimta, J. L. No. 8, R. S. No. 102, Touzi No. 2163 comprised in R. S. Dag No. 4586 appertaining to R. S. Khatian No. 1497 corresponding to Jamindari Khatian No. 1496 under the Police Station of Nimta within the limits of North Dum Dum Municipality in the District of North 24 Parganas particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to as the **SAID PREMISES** free from all encumbrances, charges, liens, lis pendens, attachments, claims and demands in any manner whatsoever.

AND WHEREAS thereafter by virtue of a Development Agreement dated 31st day of July, 2013 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, CD Volume No. 21, Pages 4842 to 4872, Being No. 09001 for the year 2013 made between the Vendor herein therein jointly referred to as the Owner of the One Part and M/s. Star Abasan Private Limited herein therein referred to as the Developer of the Other Part, the said Owner being the Vendor herein granted the exclusive right of development in respect of the entirety of the said Premises unto and in favour of the Developer herein for the purpose of construction of a multi storied building thereon at the cost of the Developer comprising of self contained flats, car parking spaces and other constructed areas for selling out the same and/or every part or any part thereof pertaining to the Developer's Allocation on ownership basis to the intending Purchaser(s) on the terms and conditions as contained and recorded in the said Development Agreement.

AND WHEREAS thereafter necessary Development Power of Attorney dated 31st day of July, 2013 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, CD Volume No. 21, Pages 4954 to 4968, Being No. 09006 for the year 2013 by the Vendor herein the said M/s. Greentouch Projects Ltd. authorising the said M/s. Star Abasan Pvt. Ltd. the Developer herein to sell the flats/units/car parking spaces and all other areas

togetherwith proportionate share of land in the said Premises and to do all other acts, deeds and things as contained in the said Power of Attorney.

AND WHEREAS subsequently a Supplementary Development Agreement with Modification dated 17th day of September, 2014 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, CD Volume No. 24, Pages 8235 to 8245, Being No. 09873 for the year 2014 made between the Vendor herein therein referred to as the Owner of the One Part and M/s. Star Abasan Private Limited herein therein referred to as the Developer of the Other Part specifying the Owner's allocated area and the Developer's allocated area with other necessary modification.

AND WHEREAS the development work and construction of the said multi storied building known as "**STAR GREEN TOWER**" alongwith all its appurtenances thereto lying situate at and being Municipal Holding No. 124, Janapath Sarani, Kolkata - 700 065 at Mouza – Dakshin Nimta, J. L. No. 8 comprised in R. S. Dag No. 4586 appertaining to R. S. Khatian No. 1497 under the Police Station of Nimta within the limits of North Dum Dum Municipality in Ward No. 22 in the District of North 24 Parganas **is nearing completion** in terms of the said Development Agreement and in accordance with the **Building Plan vide No. dated** duly sanctioned from the North Dum Dum Municipality.

AND WHEREAS the Purchaser(s) has/have fully satisfied himself/herself /themselves as to the title of the Vendor of the said Premises lying situate at and being Municipal Holding No. 124, Janapath Sarani, Kolkata - 700 065 under the Police Station of Nimta within the limits of North Dum Dum Municipality in the District of North 24 Parganas and have also inspected the said sanctioned building plan and hereby assure/s and covenant/s with the Vendor and the Developer that he/she/they is/are fully satisfied himself/herself/themselves in respect thereof and has/have agreed not to raise any objection or dispute whatsoever or howsoever over and in respect thereof.

AND WHEREAS the Vendor and the Developer jointly have agreed to sell and the Purchaser(s) herein has/have agreed to purchase **ALL THAT** piece or parcel of one self contained residential Flat being No. having a carpet area of **Sq.ft. (super built up area of Sq.ft.)** more or less on the

..... **Floor** of the said building known as "**STAR GREEN TOWER**" including undivided impartible proportionate share or interest in the land or ground togetherwith all other common service areas, amenities and facilities appended thereto lying situate at and being Municipal Holding No. 124, Janapath Sarani, Kolkata - 700 065 under the Police Station of Nimta within the limits of North Dum Dum Municipality in the District of North 24 Parganas particularly mentioned and described in the Second Schedule hereunder written at or for the total consideration of **Rs./- (Rupees) only free from all encumbrances, charges, liens, lis pendens, attachments, claims and demands in any manner whatsoever and to that effect an Agreement for Sale dated** made between the Parties herein on the terms, conditions and stipulations as mentioned therein.

AND WHEREAS in terms of the said Agreement for Sale the Vendor and the Developer herein jointly have agreed to execute and register a Deed of Conveyance in favour of the Purchaser(s) herein in respect of the said residential Flat being No. having a carpet area of **Sq.ft. (super built up area of Sq.ft.)** more or less on the **Floor** of the said building known as "**STAR GREEN TOWER**" including undivided impartible proportionate share or interest in the land or ground togetherwith all other common service areas, amenities and facilities appended thereto the said building and premises more fully mentioned and described in the Second Schedule hereunder written at or for the said consideration money free from all encumbrances, charges, liens, lis pendens, attachments, claims and demands in any manner whatsoever.

NOW THIS INDENTURE WITNESSETH that in terms of the said Agreement for Sale and pursuant to the said Development Agreement and in said total consideration of **Rs./- (Rupees) only paid by the Purchaser(s) to the Developer as per Memo of Consideration given hereunder at or before the execution of these presents and the receipt whereof the Developer doth hereby admit and acknowledge as per memo of consideration given hereunder and of and from the same and every part thereof acquit, release and discharge forever the Purchaser(s) and also the said Flat and the Vendor and the Developer do and each of them doth by these presents indefeasibly grant, sell, transfer, convey, assign and assure unto and in favour of the said Purchaser(s) free from all encumbrances, charges, liens, lis pendens, demands, claims and dues in any nature and other defects in title ALL THAT piece or parcel of the said self contained**

residential Flat being No. having a carpet area of **Sq.ft. (super built up area of Sq.ft.)** more or less on the **Floor** of the said building known as "**STAR GREEN TOWER**" more fully mentioned and described in the Second Schedule hereunder written including the undivided impartible proportionate share or interest in the said land or ground togetherwith all other common service areas, amenities and facilities appended thereto the said building and premises lying situate at and being Municipal Holding No. 124, Janapath Sarani, Kolkata - 700 065 under the Police Station of Nimta within the limits of North Dum Dum Municipality in the District of North 24 Parganas more particularly mentioned and described in the First Schedule hereunder written alongwith the proportionate right of all common doors, windows, fittings, fixtures both sanitary and electrical, all external drains, water courses togetherwith the benefit of all ancient and other rights, liberties, easements, advantages, benefits, privileges and appurtenances belonging thereto the said building and also the absolute and full liberty to the Purchaser(s), his/her/their servants, agents, employees, engineers and/or any person or persons authorised by him/her/them to use the common areas in common with other Co-Purchasers/Co-Owners of remaining flats and/or portions entitled to similar rights and privileges of using the main entrance, open space, staircases, lifts, roof, parapet walls, landings, lobbies, submersible pump, gates, drains, overhead water tanks, sewerage, septic tank, electrical circuit and other common parts and/or portions mentioned and described in the Third Schedule hereunder written including all other easement and quasi-easement rights, privileges and appurtenances and other conveniences thereto bearing the necessary common expenses particularly mentioned and described in the Fourth Schedule hereunder written for beneficial use and enjoyment of the said Flat and the undivided impartible proportionate share in the said land and all other common service areas, amenities and facilities free from all encumbrances, charges, liens, lis pendens and attachments whatsoever TO HAVE AND TO HOLD POSSESS the said Flat togetherwith the undivided impartible proportionate share in the said land and all other common service areas, amenities and facilities whatsoever thereto the said building and premises and all other rights hereby granted, sold, conveyed, transferred, assigned and assured or otherwise expressed or intended so to be unto and to the use of the said Purchaser(s) absolutely and forever AND the Vendor and the Developer do and each of them doth hereby covenant with the Purchaser(s) that notwithstanding any act, deed, matter or thing whatsoever by the Vendor and

the Developer made, done, executed or knowingly suffered to the contrary they the Vendor and the Developer had at all times heretofore and now have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Flat togetherwith the undivided impartible proportionate share in the said land including all other common service areas, amenities and facilities hereby granted, sold, conveyed, transferred, assigned and assured or otherwise expressed or intended so to be unto and to the use of the Purchaser(s) in the manner aforesaid free from all encumbrances whatsoever AND THAT the Purchaser(s), his/her/their respective heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said Flat and every part thereof togetherwith the undivided impartible proportionate share in the said land including all other common service areas, amenities and facilities belonging to the said building and premises with the absolute right to sell, mortgage, let out, lease out or transfer by way of gift or otherwise alienated the said Flat or any part or every part thereof hereby conveyed incurring all necessary expenses fully described in the Third and Fourth Schedule hereunder written and receive the rents, issues and profits thereof to and for his/her/their own use and benefits without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the said Vendor and the Developer or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them AND FURTHER the said Vendor and the Developer do and each of them doth hereby covenant with the Purchaser(s) that they have not done any act, matter, deed or thing whereby the said Flat togetherwith the undivided impartible proportionate share in the said land including all other common service areas, amenities and facilities hereby granted, sold, transferred and conveyed unto and in favour of the Purchaser(s) had or have been encumbered wholly or in part and the Vendor and the Developer are whereby hindered from transferring and conveying the said Flat or any part thereof unto and in favour of the Purchaser(s) and have not transferred the said Flat or any part thereof to any one by any means in the manner aforesaid and the said Flat or any part thereof is not the subject matter of Civil or Criminal cases AND THAT free and clear and freely and clearly absolutely acquitted, exonerated, discharged and released well and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, lis pendens, debts, attachments and encumbrances whatsoever made or suffered by the Vendor and the Developer or any person or persons

lawfully or equitably claiming as aforesaid AND FURTHER THAT the Vendor and the Developer and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said undivided impartible proportionate share in the said land and the said Flat or any part thereof from under or in trust for them the Vendor and the Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchaser(s) do and execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the undivided impartible proportionate share in the said land and the said Flat and every part thereof unto and in favour of the Purchaser(s) according to the true intent and meaning of these presents as shall or may be reasonably required AND FURTHER MORE THAT the Vendor and the Developer shall at all times hereafter indemnify and keep indemnified the Purchaser(s) against losses, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Vendor and the Developer or any breach of the covenants herein under contained AND THAT it is agreed by and between the Parties hereto that the Purchaser(s), his/her/their respective heirs, executors, administrators, representatives and assigns shall not ask for or claim partition by metes and bounds of the said piece or parcel of land more particularly mentioned and described in the First Schedule hereunder written AND FURTHER THAT the Purchaser(s) will be bound to join with the Association of flat owners of the said building for due maintenance and repairing of the external portion of the building and premises and also cleaning and lighting the common passages and staircases including the roof or terrace of the said building and proper running of the electric meter, electric motor for pumping water and other things used in common with other Flat owners and shall bear the proportionate costs and expenses of the same according to the decision of the Association and **THIS INDENTURE FURTHERMORE WITNESSETH** that the physical peaceful possession of the said Flat **has** been handed over by the Developer unto and in favour of the Purchaser(s) herein simultaneously upon execution of this Deed of Conveyance free from all encumbrances whatsoever subject to the provisions of outgoing and taxes also rules and regulations particularly mentioned and described in the Fifth Schedule Part-I and Part-II hereunder written.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)

ALL THAT piece or parcel of a plot of land hereditaments and premises containing by estimation an area of 30 (thirty) Cottahs 10 (ten) Chittacks be the same a little more or less togetherwith a multi storied building thereon known as “**STAR GREEN TOWER**” including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 147, Janapath Sarani (old 124, Janapath Sarani), Kolkata - 700 065 at Mouza – Dakshin Nimta, J. L. No. 8, R. S. No. 102, Touzi No. 2163 comprised in R. S. Dag No. 4586 appertaining to R. S. Khatian No. 1497 corresponding to Jamindari Khatian No. 1496 under the Police Station of Nimta within the limits of North Dum Dum Municipality in Ward No. 22, Additional District Sub Registrar Office at Belghoria (formerly Cossipore Dum Dum) in the District of North 24 Parganas and which is butted and bounded in the manner as follows :

- ON THE NORTH** : By Delhi Road;
- ON THE SOUTH** : By Mouza – Matkal and R. S. Dag No. 4587 of Dakshin Nimta;
- ON THE EAST** : By R. S. Dag No. 4588;
- ON THE WEST** : By R. S. Dag No. 4583.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(HEREBY CONVEYED)

ALL THAT piece or parcel of one self contained residential Flat being No. having a carpet area of **Sq.ft. (super built up area of Sq.ft.)** more or less consisting of (.....) Bed Rooms, (.....) Dining-cum-Drawing Room, (.....) Kitchen, ... (.....) Toilets and (.....) Balcony on the **Floor** of the said building known as “**STAR GREEN TOWER**” togetherwith the undivided impartible proportionate share or interest in the land underneath with all other common service areas, amenities and facilities appended thereto the said building lying situate at and being Municipal Holding No. 147, Janapath Sarani (old 124, Janapath Sarani), Kolkata - 700 065 under the Police Station of Nimta within the limits of North Dum Dum Municipality in Ward No. 22 in the District of North 24 Parganas and the said Flat is more clearly delineated with **RED** border line in the sketch Map or Plan annexed hereto.

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND INSTALLATIONS)

A. Common Areas & Installations at the said Building :-

1. Staircases, landings and passages with glass panes and stair-cover on the ultimate roof.
2. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, common areas, lobbies and landings, operating the lifts of the said Building.
3. Two lifts with all machineries, accessories and equipment (including the lifts machine room) and lifts well for installing the same in the said Building.
4. Ultimate Roof of the said Building subject to exceptions, reservations and rights of the Vendor and the Developer herein.
5. Electrical installations with main switch and meter and space required thereof in the Building.
6. One or more overhead water tanks with water distribution pipes from such overhead water tanks connecting to the different Flats of the said Building.
7. Water waste and sewerage evacuation pipes and drains from the said Flat to drains and sewers common to the said Building.
8. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the common areas and Installations of the said Building.
9. Underground water reservoir, water pump with motor with water distribution pipes to the overhead water tanks of the said Building.
10. Municipal Water supply or Deep tube well with water filtration plant (only in case of deep tube well) for water supply.
11. Water waste and sewerage evacuation pipes and drains from the Building to the municipal drains.
12. DG Set, its panels, accessories and wirings and space for installation of the same.
13. Intercom with CCTV.

14. Indoor and outdoor Games and the constructions, fittings and fixtures relating to the Gymnasium.
15. AC Community Hall.
16. Swimming Pool and associated shower space/room.
17. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the common areas and Installations of the said Building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the common areas and installations of the said Building (including lifts, generators, intercom, transformer, water pump with motor, water purifier equipments, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the said Building and/or enjoyed or used by the Purchaser(s) in common with other occupiers of the Flats and other saleable space in the said Building and at the Premises, main entrance, landings and staircases of the said Building enjoyed or used by the Purchaser(s) in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the common areas and installations, the main entrance, passages, driveways, landings, staircases and other parts of the said Building so enjoyed or used by the Purchaser(s) in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL :** All expenses for running and operating all machines, equipment and installations comprised in the common areas and installations (including lifts, generators, intercom, transformer, water pump with motor, water purifier equipment, club related equipments etc.) and also the costs of repairing, renovating and replacing the same.

3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the said Building (save those assessed separately in respect of any flat).
6. **INSURANCE:** Insurance premium for insurance of the said Building and also otherwise for insuring the said Building 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 and all charges incidental thereto.
8. **RESERVES:** 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 Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

PART -I

(OUTGOINGS AND TAXES)

1. The Purchaser(s) bind himself/herself/itself/themselves and covenants to bear and pay and discharge the following expenses and outgoings:
 - (a) Municipal rates and taxes and water tax, if any, assessed on or in respect of the said Flat directly to the North Dum Dum Municipality or any other the concerned authority **Provided That** so long as the said Flat is not assessed separately for the purpose of such rates and taxes, the Purchaser(s) shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Building and/or Premises.
 - (b) All other taxes impositions levies, cesses and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations where existing or as may be imposed or levied at any time in future on or in respect of the said Flat or the said Building or the said Premises and whether demanded from or payable by the

Purchaser(s) or the Maintenance In-charge and the same shall be paid by the Purchaser(s) wholly in case the same relates to the said Flat and proportionately in case the same relates to the said Building or the said Premises or any part thereof.

- (c) Electricity charges for electricity consumed in or relating to the said Flat (including any applicable minimum charges, proportionate share of the electricity charges for loss of electricity due to amortization and transmission).
- (d) Charges of water and other utilities consumed by the Purchaser(s) and/or attributable or relatable to the said Flat against demands made by the concerned authorities' and/or the Maintenance In-charge and in using, enjoying and/or availing any other utility or facility, if exclusively in or for the said Flat wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities, as the case may be.
- (e) Proportionate share of all Common Expenses (including those maintained in the Fourth Schedule hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser(s) shall pay to the Maintenance charges calculated @ **Rs. 2.50** only per Sq.ft. per month of the super built area of the said Flat. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration of the common services provided.
- (f) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser(s).
- (g) Any applicable tax, cess, imposition or in levy in respect of any amounts and outgoings payable by the Purchaser(s) and also all penalty, surcharge, interest, cost, charges and expenses arising out of any delay default or negligence on the part of the Purchaser(s) in payment of all or any aforesaid rates, taxes. impositions and/or outgoings proportionately or wholly, as the case may be.

2. All payments mentioned in this Presents shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and

otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser(s) or in the letter box in the Ground Floor earmarked for the said Flat **Provided That** any amount payable by the Purchaser(s) directly to any authority shall always be paid by the Purchaser(s) within the stipulated due date in respect thereof and the Purchaser(s) shall bear and pay the same accordingly and without any delay, demur or default and indemnify and indemnified the Vendor, the Developer and the Maintenance In-charge and all the other Co-owners for all losses, damages, costs, claims, demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Purchaser(s) may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Purchaser(s) owing thereto.

3. The liability of the Purchaser(s) to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the said Flat by the Purchaser(s) to the Developer or the 16th day from the date of the Developer giving the Notice for possession to the Purchaser(s) whichever be earlier.
4. It is expressly agreed and understood that so long the Developer, M/s. Star Abasan Pvt. Ltd. or its nominee be the Maintenance In-charge, the Purchaser(s) shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

PART- II
(RULES AND REGULATIONS)

1. The Purchaser(s) binds himself/herself/themselves and covenants:
 - (a) To use the said Flat only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Developer first had and obtained and shall not do or permit to be done any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity at the said Flat or any activity which may cause nuisance or annoyance to the co-owners.

- (b) Not to put any nameplate or letter box or neon- sign or board in the common areas or on the outside wall of the said Building save at the place as be approved or provided by the Maintenance In-charge **PROVIDED** **HOWEVER THAT** nothing contained herein shall prevent the Purchaser(s) to put a decent nameplate outside the main gate of his/her/their Flat. It is hereby expressly made clear that in no event the Purchaser(s) shall open out any additional window or alter the size of any window as be provided in the said Flat.
- (c) To apply for and obtain at his/her/their own costs separate assessment and mutation of the said Flat in the records of North Dum Dum Municipality or concerned authority within 06 (six) months from the date of possession.
- (d) Not to commit or permit to be committed any form of alteration or changes in the said Flat or in the beams, columns, pillars of the said Building passing through the said Flat or the common areas for the purpose of making, changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Flats of the said Building.
- (e) To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the said Flat at all responsible times for construction and completion of the said Building and the common purposes and to view and examine the state and condition thereof and make good all defects, decays and want of repair in the said Flat within seven days of giving a notice in writing by the Maintenance In-charge to the Purchaser(s) thereabout.
- (f) To keep the said Flat and partly walls, sewers, drainage, electricity, pipes, cables, wires and others connections fittings and installations, entrance and main entrance serving any other Flat in the said Building in good and substantial repair and condition so as to support shelter and protect the other Flats/parts of the said Building and not to do or cause to be done anything in or around the said Flat which may cause or tend to cause or tantamount to cause or affect any damage to the said Flat.
- (g) Not to commit or permit to be committed any alterations or changes in or draw from outside the said Building, the pipes, conduits, cables, wiring and

other fixtures and fittings serving the said Flat and any other Flat in or portion of the said Building and/or the Premises.

- (h) To co-operate with the Maintenance In-charge in the management, maintenance control and administration of the said Building and/or the Premises and other common purposes.
- (i) Keep the common areas, open space, parking areas, paths, passages, staircases, lobbies, landings etc. in the said Building and/or the said Premises free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited stored or thrown any goods, articles or things or any rubbish or refuse or waste therein or in the common areas and installations and the said Building and/or the said Premises.
- (j) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, North Dum Dum Municipality, Calcutta Electric Supply Corporation or any other electricity provider, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the said Flat as well as the user, operation and maintenance of lifts, generator, tube-well, water, electricity, transformer, drainage and other installations and amenities at the said Building.
- (k) Not to alter the outer elevation or facade of the said Building or any part thereof nor decorate or affix any neon-sign, sign board or other thing on the exterior of the said Flat or the said Building otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as may be in which it was previously decorated.

IN WITNESS WHEREOF the Parties herein have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the Vendor at Kolkata

in the presence of : -

1.

2.

**As the constituted Attorney
of the Vendor herein**

SIGNED, SEALED AND DELIVERED

by the Developer at Kolkata

in the presence of : -

1.

2.

Signature of the Developer

SIGNED, SEALED AND DELIVERED

by the Purchaser(s) at Kolkata

in the presence of : -

1.

2.

Signature of the Purchaser(s)

R E C E I P T

RECEIVED of and from the within named Purchaser(s) the within mentioned sum of **Rs.**/- (**Rupees**) only as full and final consideration money under these presents as per Memo given below :-

MEMO OF CONSIDERATION

(Rupees Only)

WITNESSES :

1.

2.

Signature of the Developer

Drafted by : -

Advocate,