

DRAFT

DEED OF CONVEYANCE

MEGACITY SERVICES PRIVATE LIMITED (PAN—AAGCM5936L) (hereinafter called as MSPL), a Company incorporated under the Companies Act., 1956, limited by its shares, having its registered office at 70, Lake East 6th Road, Santoshpur, Police Station- Purba Jadavpur , Kolkata- 700 075, by its Director **AVIJIT NASKAR (PAN- ACHPN3527G), (AADHAR NO.-----)** by faith Hindu, by Nationality Indian, by occupation Business , residing at 70, Lake east, 6th Road, Post office Santoshpur, Kolkata- 700 075, Police Station Purba Jadavpur, District South 24 parganas herein after referred to as the **OWNER/ VENDOR** (which includes its successors, successors-in-interest, successors-in-office, legal representatives, Administrators and assigns .

-2-

AND

1). ----- (PAN-----)(AADHAR NO.-----) , wife/son/daughter of-----, 2) -----(PAN-----), (AADHAR NO. -----) wife /son/daughter of-----, both by Nationality - Indian, both by Faith - Hindu, both by Occupation ----- respectively, presently both residing at -----, Post Office-----, Police Station-----, District-----, herein after referred to as the **ALLOTTEES / PURCHASERS** (which includes his/her/ their respective heirs, heiress, executors, administrators, legal representatives and assigns.

AND

MEGACITY SERVICES PRIVATE LIMITED (PAN-----) Company incorporated under the Companies Act, 1956, limited by its shares, having its registered office at 70, Lake East 6th Road, Santoshpur, Police Station- Purba jadvapur , Kolkata- 700 075, and represented by its Director **AVIJIT NASKAR (PAN ACHPN3527G)** (AADHAR NO. -----) by faith Hindu, by nationality Indian, by occupation Business residing at 70, Lake east, 6th Road, Santoishpur, Kolkata- 700 075 herein after referred to as **"PROMOTER/ DEVELOPER"**, (which includes its successors, successors-in-interest, successors-in-office, legal representatives and assigns.

WHEREAS

1. by a Bengali Registered Deed of Conveyance dated 30th April, 2013 M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land measuring an area about 16.5 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, R.S. No 170, Touzi No.1062, R.S. Khatian No 143 corresponding to L. R. Khatian No. 922, forming part of R. S. & L. R. Dag No 533, under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No. Gram Panchayet, Additional District Sub Registrar at Sonarpur, District- South 24 Parganas, **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land from one Sri Sudhir Chandra Mondal & others against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Sonarpur, and recorded in Book No.1, C. D Volume No.11 , Pages- from 4154 to 4167, Being No. **05060** for the year 2013 .

-3-

2. By another Bengali Registered Deed of Conveyance dated 15th March, 2013 M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land measuring an area about 07 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, R.S. No 170, Touzi No. 2434 , R.S Khatian No 227 corresponding to L. R. Khatian No. 144, 300, forming part of R. S. & L. R. Dag No 540, under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No. Gram Panchayet, Additional District Sub Registrar at Sonarpur, District- South 24 Parganas, **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land from one Sri Ramjan Ali Piyada against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Sonarpur, and recorded in Book No.1, C.D. Volume No. 8 , Pages- from 1441 to 1454 , Being No.**03229** for the year 2013.

3. By another Bengali Registered Deed of Conveyance dated 14th March 2013 M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land measuring an area about 18.5 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, R.S. No 170, Touzi No. 2434 , R.S. Khatian No 143 corresponding to L. R. Khatian No. 861, forming part of R. S. & L. R. Dag No 533 , under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No. Gram Panchayet, Additional District Sub Registrar at Sonarpur, District- South 24 Parganas, **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land from one Sri Subodh Makal against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Sonarpur and recorded in Book No.1, C.D. Volume No.8 , Pages- from 1410 to 1423 , Being No.**03232** for the year 2013

4. By another Bengali Registered Deed of Conveyance dated 15th March, 2013 M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land measuring an area about 37 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, R.S. No 170, Touzi No. 2434 , R.S Khatian No 267 corresponding to L. R. Khatian No. 847 & 903, forming part of R. S. & L. R. Dag No 538 , under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No. Gram Panchayet, Additional District Sub Registrar at Sonarpur, District- South 24 Parganas, **TOGETHER WITH** all sorts of common and easement rights,

and right to egress and ingress to the said land from one Sri Ramjan Ali Piyada, Rahamat Ali Piyada ,Rafiq Ali Piyada, Hasem Ali Piyada, against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Sonarpur, and recorded in Book No.1, C.D. Volume No.8 , Pages- from 1424 to 1440, Being No.**03231** for the year 2013 .

5. By another Bengali Registered Deed of Conveyance dated 15th March, 2013 M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land measuring an area about 37 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, R.S . No 170, Touzi No. 2434 , R.S Khatian No 267 corresponding to L. R. Khatian No. 847 & 903, forming part of R. S. & L. R. Dag No 538 , under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No. Gram Panchayet, Additional District Sub Registrar at Sonarpur, District- South 24 Parganas, **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land from one Sri Ramjan Ali Piyada, Rahamat Ali Piyada ,Rafiq Ali Piyada, Hasem Ali Piyada, against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Sonarpur, and recorded in Book No.1, C.D. Volume No.8 , Pages- from 1424 to 1440, Being No.**03231** for the year 2013 .
6. By another Bengali Registered Deed of Conveyance dated 16th July, 2014 M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land measuring an area about 48 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, R.S. No 170, Touzi No. 2434 , R.S Khatian No 96 & 219 corresponding to L. R. Khatian No. 102/2, 605/1, 963/1, 1027/2 , R. S. & L. R. Dag No 534, 532 , under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No. Gram Panchayet, Additional District Sub Registrar at Sonarpur, District- South 24 Parganas, **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land from one Bhakta Chandra Bodhak alias Bhakta Ram Bodhak against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Sonarpur, and recorded in Book No.1, CD. Volume No.15 , Pages- from 2607 to 2624 Being No.**07351** for the year 2014 .

7. By another Bengali Registered Deed of Conveyance dated 27th November, .2014 M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land, measuring an area about 66 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, R.S. No 170, Touzi No. 1062 , R.S. Khatian No. 96 corresponding to L. R. Khatian No. 341/1 , R. S. & L. R. Dag No 534, under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No. Gram Panchayet, Additional District Sub Registrar at Sonarpur, District- South 24 Parganas, **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land from one Debashis Majumder against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Sonarpur, and recorded in Book No.1, C.D Volume No.24. Pages- from 1771 to 1785 Being No.**11453** for the year 2014
8. By another Bengali Registered Deed of Conveyance dated 21st October, .2014 M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land measuring an area about 24.76 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No.. 67, R.S. No. 170, Touzi No. 2434 , R.S. Khatian No 219 corresponding to L. R. Khatian No. 380, 1027/2 R. S. & L. R. Dag No 532, under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No. Gram Panchayet, Additional District Sub Registrar at Sonarpur, District- South 24 Parganas, **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land from one Smt Aloka Makal, Sri Sankar Makal, Dibakar Makal, Bhaskar Makal, Kinkar Makal, Dipendu Makal, Gautam Makal, against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Sonarpur, and recorded in Book No.1, C. D Volume No.22, Pages- from 2963 to 2981, Being No.**10445** for the year 2014 .
9. By another Bengali Registered Deed of Conveyance dated 18th December, 2014 M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land measuring an area about 06 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, R.S. No. 170, Touzi No. 2434, R.S Khatian No 219 corresponding to L. R. Khatian No.473/1, R. S. & L. R. Dag No 532, under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No Gram Panchayet, Additional District Sub Registrar at Sonarpur, District- South 24 Parganas, **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land from one Bhuban Mal,

Jibananda Mal, Smt Laxmi Mondal, against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Sonarpur and recorded in Book No.1, C. D Volume No.25, Pages- from 1336 to 1350, Being No.11985 for the year 2014 .

10. By another Bengali Registered Deed of Conveyance dated 28th January, 2015 M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land measuring an area about 21 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, R.S. No. 170, Touzi No. 1062, R.S. Khatian No 143 corresponding to L. R. Khatian No 586/1, R. S. & L. R. Dag No 533 under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No Gram Panchayet, Additional District Sub Registrar at Sonarpur, District- South 24 Parganas, **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land from one Bablu Kayal, Kusum Bala Kayal, Khokon Kayal, Pradip kayal, Maya rani Kayal, Kartick Kayal, Malapati Naiya, Draupadi kayal, Sandha Pramanick, Pulak Kayal, Mamoni Kayal alias Rinku Kayal, Sujata Kayal, Ashim Kayal, against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Sonarpur, and recorded in Book No.1, C. D Volume No.1, Pages- from 4619 to 4639 , Being No.00339 for the year 2015 .

AND WHEREAS by or through the aforesaid deeds of Conveyances , the said M/s Megacity Services Private Limited become the sole and absolute owner of **ALL THAT** piece and parcel of land measuring an area about 280 decimal, (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, R.S . Khatian No.96, 143,149, 219, 227,267, corresponding to L.R Khatian No.1277, R.S & L.R Dag nos. 532, 533, 534, 535, 538, 540, Being Holding No. 620, Hogolkuria, with in the local limit of Banhooghly No. 1 Gram Panchayet, Additional District Sub Registrar at Sonarpur, Police Station- Sonarpur within the District of South 24 Parganas, (hereinafter be referred as the "**LARGER PREMISES**")" more fully described in the **FIRST SCHEDULE** written hereunder.

-7-

AND WHEREAS the said Megacity Services Private Limited is developing the Phase-1 of the project on **ALL THAT** piece and parcel of land measuring an area about 140 decimals, more or less,, (out of the total land measuring about 240 decimals) comprised under Mouza-Hogolkuria, J. L. No. 67, R.S . Khatian No.96, 143,149, 219, 227,267, corresponding to L.R Khatian No.1277, R.S & L.R Dag nos. 532, 533, 534, 535, 538, 540, Being Holding No. 620, Hogolkuria, with in the local limit of Banhooghly No. 1 Gram Panchayet, Additional District Sub Registrar at Sonarpur, Police Station- Sonarpur within the District of South 24 Parganas, (hereinafter be referred to as the PHASE-1 of the project "**AMAR SHAHAR**" , more fully and particularly mentioned in the **SECOND SCHEDULE** written herein after. phase-1

AND WHEREAS the promoter has registered the Phase-1 of the project under the provisions of the Act with the West Bengal Industry Regulatory Authority at Kolkata on-----under **WB HIRA Registration Number**-----**dated** -----

AND WHEREAS the Megacity Services Private Limited reserve the right to acquire further lands and or extend land areas and may construct further blocks/flats under the project called AMAR SHAHAR maintaining municipal building rules and regulations and as per plans sanctioned and/or to be sanctioned by Rajpur Sonarpur Municipality for which the purchaser shall not object.

AND WHEREAS the promoter/ developer shall construct several self contained apartments, flats, duplex, covered car parking spaces, open car parking spaces, dependent car parking spaces, commercial spaces etc., on the said property on various blocks in terms of the sanctioned and/or approved plan of Sonarpur Panchyat Samity vide Plan No.574/704/ KMDA dated 23.10.2019 at its own costs efforts and initiations and the said buildings /blocks is named and known as AMR SHAHAR .

-8-

AND WHEREAS the company agrees to sell and the purchasers agree to purchase all that a **Flat No.**, measuring a super built up area about Sq.ft. (be the same a little more or less) on the Floor, side, at **Phase - I, Block-**, together with One Open/Covered Car Parking Space measuring an area about Sq.ft. (be the same a little more or less) Bearing No. on the adjacent to the Block-, of the project known and named as AMAR SHAHAR at Holding No. 620, Hogolkuria, Police Station- Sonarpur (now Narendrapur) , Kolkata- 700 103 , District South 24 parganas, (hereinafter referred to as the **SAID UNIT**) at or for a total consideration of Rs...../- (Rupees) only and which is more fully and particularly described in the **THIRD SCHEDULE** written herein below and the said flat is more clearly shown and delineated in a map or plan bordered with **RED** annexed to this indenture.

THE PARTIES TO THIS INDENTURE DOTH HEREBY AGREE DECLARE AND COVANANT ARE AS FOLLOWS: -

1. The purchasers have verified all papers and documents and have fully satisfied themselves with the title of the said property.
2. The owners have mutated its name in the records of BL & LRO, Sonarpur and had obtained L.R Khatian No. 1277 in its name and paying taxes regularly.
3. The said owners have obtained Conversion Certificate vide Memo No. 60 (C) /228/1427 (3) /P/18 dated 6th March, 2019 issued by concerned District land & land reforms Officer, South 24 Parganas at Alipur in connection with converting the classification of land as Multi storied residential building.
4. The purchasers have satisfied about the materials used, craftsmanship, measurement of the unit and also about the construction of flat as per specification of the building and will not raise any objection and or dispute in future.

5. The purchases will abide by the rules and regulations of the project Amar Shahar of Megacity Services Private limited for peaceful and betterment use of the flat for residential purposes only and will not be entitled to use and allow the said flat be used for any illegal or immoral purposes or for any other purpose which may cause annoyance or inconveniences to the other flat owners of adjoining and neighboring flat owners and will not make addition, alteration to the flat without written permission of Megacity Services Private Limited and also after getting the written approval and or permission to be obtained from the concerned authority at his own costs, initiation and effort. Similarly the flat owner shall not keep in parking place anything other than private Motor car /Motor cycle and shall not raise or put up any kutchra or pucca construction, grill wall/enclosure thereon or part thereof and shall keep it always open as before.
6. The Vendor/Developer company herein shall and will at the costs and request of the purchasers do all the acts, deeds things and matters for assuring the said unit more perfectly and effectively as and when the purchaser may be reasonably required the same.
7. The Vendor/Developer company herein shall handover the possession of the said unit after receiving the full consideration amount as stated herein above as well as stated in the memo of consideration herein and the Purchasers shall pay the full consideration money in regard to the said unit before the date of execution and registration of this indenture.
8. The purchasers shall observe and fulfil all the terms and conditions as mentioned in the agreement to sale document. However this Deed of Conveyance is the final document superseding all previous documents.
9. The stamp duty and registration fees and other incidental charges and expenses shall be borne by the purchasers herein for registration of this indenture.

-10-

10. The purchasers shall observe, fulfil and perform all the covenants for the common purpose and shall pay and discharge all taxes and impositions in respect of the said unit wholly and the common expenses of the project proportionately and all other outgoings in connection of the said unit wholly and those in connection with the common portion of the said building proportionately.
11. The flat owners shall directly apply to the WBSEDCL for individual connection in his name and shall pay meter processing charges and the security deposit directly to WBSEDCL.
12. The flat owners shall directly apply before the Rajpur Sonarpur Municipality for mutation of the flat in his names.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of Rs...../- (Rupees only paid by the purchaser to the Vendor (the receipt whereof the Vendor / company doth hereby and also by the memo of consideration written hereunder admit and acknowledge) and of the payment of the same the Vendor /Company for ever release, discharge and acquit the purchaser **ALL THAT** the said unit, more fully and particularly described in **THIRD SCHEDULE** hereunder and the said flat delineated in the Map or Plan annexed hereto bordered with **RED** colour and the Vendor/ company doth hereby grant, sell, transfer, convey, assign and assure the said unit **TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto in the said building and **ALSO TOGETHER WITH** right of enjoyment with proportionate share in the common areas, easement, facilities, assurances, hereditaments etc., as mentioned in the **FOURTH SCHEDULE** hereunder and subject to proportionate share in the common liabilities as mentioned in the **FIFTH SCHEDULE** hereto and subject to all other terms and conditions as mentioned herein and in other schedule(s) unto and to the use of the purchaser **TO HAVE AND TO HOLD** the same absolutely free from all encumbrances attachment and charges lispences, whatsoever and howsoever and all the right, title, interest, whatsoever of the purchasers into or upon the same or any part thereof **TOGETHER WITH** the benefit of full power and authorities to appear before the concerned Panchyat/ Municipality for mutating the name of purchases and to do or act any or all as may be necessary as fully and effectually as the purchases could do in respect of the said unit hereby demised conveyed or any part portion thereof now are or at any time hereto form or situated, butted and bounded called known, numbered, described, distinguished **ALSO**

-11-

TOGETHER WITH all sewers, drains, walls, yards, ways, paths, passages, water, water courses and all other rights, liabilities, privileges, easements, profits appendages and appurtenances whatsoever to the said unit or the said building and reversion or reversions remainder or remainders and the rent, issues and profit of and in connection with the said unit and all that estate, right, title, interest, property, claim and demand whatsoever of the company unto or upon the said unit and all other benefits and rights herein comprised and hereby granted, sold, conveyed, transferred, assign and assure or intended so to be and every part or parts thereof respectively **ALSO TOGETHER WITH** the right, liberties and appurtenances whatsoever in respect of said unit to and the unit of the purchasers free from all encumbrances, trusts, liens and attachments whatsoever **AND ALSO TOGETHER WITH** easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said unit and other unit by the respective co-owners and / or occupants of the said building **TO HAVE AND TO HOLD** the said unit and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or parts thereof respectively absolutely and forever **SUBJECT TO** covenants and all subject to the purchaser regularly paying and discharging all taxes and impositions in respect of the said unit wholly and the common expenses of the project proportionately and all other outgoings in connection of the said unit wholly and those in connection with the common portion of the said building proportionately.

FIRST SCHEDULE

(Description of the Larger Premises)

ALL THAT piece and parcel of plot of land measuring an area about 280 decimal, (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, R.S . Khatian No.96, 143,149, 219, 227,267, corresponding to L.R Khatian No.1277, R.S & L.R Dag nos. 532, 533, 534, 535, 538, 540, Being Holding No. 620, Hogolkuria, Together with undivided proportionate impatiable and indivisible share or interest of land appurtenant thereto , with in the local limit of Banhooghly No 1 Gram Panchayet, A. D. S. R. at Sonarpur, Police Station- Sonarpur within the District of South 24 Parganas, butted and bounded as under-

ON THE NORTH-LAND UNDER DAFG NO. 538(P).

ON THE SOUTH-LAND UNDER DAG NO. 534(p)

ON THE EAST-LAND UNDER DAG NO. 534 (p)

ON THE WEST- -LAND UNDER DAG NO. 533(p)

-13-

SECOND SCHEDULE

(Description of the land in Phase-1 of the Project)

ALL THAT piece and parcel of Bastu land measuring an area about 140 decimals, more or less, (out of total land measuring about 280 decimals of the aforesaid larger Premises), comprised under Mouza- Hogolkuria, J. L. No. 67, R.S. Khatian No.96, 143,149, 219, 227,267, corresponding to L.R Khatian No.1277, R.S & L.R Dag nos. 532, 533, 534, 535, 538, 540, Being Holding No. 620, Hogolkuria, Together with undivided proportionate impatiabile and indivisible share or interest of land appurtenant thereto described in the **FIRST SCHEDULE** under Police Station with in the with in the local limit of Banhooghly No 1 Gram Panchayet, Additional District Sub Registrar at Sonarpur, Police Station- Sonarpur within the District of South 24 Parganas, butted abd bounded by-

ON THE NORTH-LAND UNDER DAFG NO. 538(P).**ON THE SOUTH-LAND UNDER DAG NO. 534(p)****ON THE EAST-LAND UNDER DAG NO. 534 (p)****ON THE WEST- -LAND UNDER DAG NO. 533(p)****THIRD SCHEDULE**

(description of the unit)

ALL THAT self contained, independent, finished **FLAT No.** on Floor, side measuring a super built up area of Sq.ft. (be the same a little more or less), consisting of (.....) Bed Rooms, (.....) Living / Dining Room, (.....) Kitchen, (.....) Toilets and (.....) Balcony, at **Phase - I, Block-....., TOGETHER WITH** One Open/Covered Car Parking Space, measuring an area about Sq.ft. (be the same a little more or less) Bearing No. on adjacent to the Block-....., of the project known and named as **AMAR SHAHAR, ALSO TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto being Holding No. 620, Hogolkuria, under bahoogly gram panchyat-11, Kolkata- 700 103, Police Station – Narendrapur (previously Sonarpur) District- South 24 Parganas.

-14-

FOURTH SCHEDULE

(Common rights, facilities and amenities)

The right in common with the other co-owners and occupiers of the said building meant for beneficial common use and enjoyment of the flat owner within the project regarding common rights, facilities and amenities appurtenant thereto as may be designated and earmarked as such for common use and enjoyment by the Owner /developer at its sole discretion are as follows :-

1. Open Space- All green spaces with all trees, bushes, shrubs, flower beds etc together with all area forming an integral part of the project which are open to sky ..
2. Internal Road, Staircases, passages, landings, lobbies, compounds, ways, paths and ingress and egress of the said building as well as project.
3. Roof and staircases room.
4. Pump room electricity meter room, guard/caretaker room, toilet, pump, septic tank, water reservoir (overhead and underground).
5. Water connection, electricity connection, sewerage, common plumbing installations, and common electricity installations.
6. Lift, Lift light, lift fan, roof light, passage light, stair case light including common electrification of the said building as well as project.
7. Fire fighting System.
8. The boundary wall and main gate(s) of the said building as well as project.
10. Landscape garden with children play area.

-15-

10. Garbage disposal vats both open and covered area for such purpose as may be designated by the Developer or any other agency set up for the purpose of management and maintenance of the common area and facilities of project .
- 11 Intercom Facilities.
12. Security Services.
13. Power Back-Up.
14. . Others- such other common parts, areas, equipments, installations, fittings, fixtures, toilets and spaces (both open and covered) if any or about the project as are necessary for use in common by the flat owners of various blocks in the said projects.

FIFTH SCHEDULE
(Common Expenses)

1. All proportionate costs of maintenance for, operating, repairing, painting, reconstructing, decorating, redecorating and lightning of the common parts, paths, areas, intercom facilities, power back-up etc. as stated hereinabove of **"AMAR SHAHAR "** and also the boundary wall of the said building as well as said project.
2. All proportionate costs of maintaining passages, lobbies, staircases, compounds, common toilet, lift, lift well, lift room etc.
- 3.All proportionate cost and expenses for maintaining, repairing and replacing the passage light, roof light, staircase light, compound light, lift light, lift fan, and all common electrical fittings and installation of the said building as well as said project.
- 4.All proportionate costs and expenses for maintaining, repairing and replacing the common water connection, pipe, pipe line, water pump, with its fittings and fixture, rain water pipes and all other common fittings and installation for water connection of the said building as well as said project as stated herein.
5. The salaries of Jamaders, Caretakers, Plumbers, Electricians, Guards, Men employed for water treatment, sewerage treatment, intercom facilities and other service providers of **"AMAR SHAHAR "** to be borne by the purchases proportionately with other co-owners and occupiers of the same.

-16-

6. All other costs, expenses and charges which are necessary and essential to protect and safeguard the interest of the said building as well as “**AMAR SHAHAR**” to be borne by the purchasers proportionately with others.
7. If any charges for insuring the said building against earthquake, fire, flood, rioting, lightning etc. to be borne proportionately by the purchaser.
8. From the date of taking official possession of the said unit by virtue of the possession certificate issued /given by the Vendor/developer company Megacity Services Private Limited the purchasers shall bear and pay the municipal taxes, water taxes, electricity charges proportionately, till separately assessed and installed in his/ their name/s.
9. Maintenance charges @ Rs. 2/- per sq.ft. /month to be calculated on the area of the said unit as described in Third Schedule herein above, payable to the Megacity Services Private limited for a period of Three Years from the date of official possession of the said unit. After expiry of the said period, the Developer shall at its own discretion fix the maintenance charges and the purchasers shall pay the same till the owners association of the said project is formed. If any flat owner fails to pay maintenance charges for consequently for six months the Developer reserve the right to adjust the maintenance charges receivable from the corpus deposit for which the defaulting flat owner shall not dispute. After formation of such owners association, the Developer shall handover the responsibility of maintenance of the said project to the said association.
10. Corpus Deposit shall be paid by the purchasers @ Rs. 15/- per Sq.ft. to be calculated on the area of the said unit, which is refundable to the association without any interest.
11. Power back up – The Purchasers shall pay @ Rs 25/- per sq ft to be calculated on the area of the unit to the developer.
12. Cost of electrification- The purchasers shall pay @ Rs 20/- per sq ft to be calculated on the area of the unit to the Developer
13. The purchasers shall pay Rs 12500/- as legal charges.
14. The Purchasers shall pay @ Rs 20/- per sq ft to be calculated on the area of the unit..
15. The flat owner will co-operate with other co-owners of the project for betterment, beneficial use and enjoyment of the said unit in the said project.
16. The Developer reserves the right to maintain the project till completion of the entire project and the project will be handed over to the Flat Owners Association on completion of the entire project.

-17-

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands, seals and signatures in this indenture on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the OWNER/ VENDOR

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

OWNER/ VENDOR

SIGNED AND DELIVERED by the PROMOTER/ DEVELOPER

At Kolkata in the presence of-

1.

2.

PROMOTER/ DEVELOPER

SIGNED AND ACCEPTED by the PURCHASERS

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

PURCHASERS

Drafted by: -

Computer print by :-

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser the within mentioned sum of Rs...../- (Rupees) only being the full consideration amount by the above named vendor / developer as per memo here under written.

Date	Ch. No.	Bank & Branch	Amount
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	Total	Rs...../-
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(Rupees Only)

WITNESSES :-

1)

2)

PROMOTER / DEVELOPER